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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 9, 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:

A. Discussion regarding Randall Collins, et al v. City of Celina.

B. Personnel investigation.

C. Discussion regarding severance agreement with former employee.

D. Discussion regarding funding agreement for Ramble.

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

E. Update regarding hiring process for Fire Chief.

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

F. Discussion regarding land acquisition of property generally located south of Ash Street and west of Oklahoma Dr.

G. Discussion regarding Parvin Road land purchase.

H. Discussion regarding Koch land purchase.

I. Discussion regarding Locke land acquisition.

J. Discussion regarding Development Agreement for G-bar (Uptown).

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 the Emergency Response Communications Feasibility Study. (Brawner)

B. Discussion of the Parks Administration Office Schematic Design. (Davis)

C. Discussion regarding the appointment of Economic Development Corporation Board Members.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of the Friends' Group Booksale Donation to the Library. (Stovall)

B. Presentation of a proclamation declaring July, "National Parks and Recreation Month." (Davis)

C. Presentation of Texas Fire Chiefs Association Best Practice Recognition to the Celina Fire Department. (Metdker)

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

E. 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 - June 11, 2024, 4:00 p.m.

B. Consider and act to award bid 2024-105 to Trinity Lighting, for on-call electrical services, for the unit prices listed not to exceed the annual budgeted amount. (Figueroa)

C. Consider and act to award bid 2024-100 for the construction and installation of fiber phase 2 at the unit prices listed in the amount of $347,742.00 plus ten percent contingency in the amount of $34,774.20 for a total amount not to exceed $382,516.20. (Alexander)

D. Consider and act to authorize the City Manager to execute a contract with Westwood Professional Services for the schematic design of the Legacy Drive road improvements from Carey Road to Punk Carter Parkway and the FM 428 intersection with Legacy Drive and Collin County Outer Loop Frontage Road.in an amount not to exceed. $335,560.00. (Glasgow)

E. Consider and act to authorize the City Manager to execute a reimbursement agreement by and between the City of Celina and Serenade Municipal Utility District (the MUD) for an amount of $2,026,561.90 to oversize the offsite sanitary sewer as depicted on Exhibit A in the attached agreement. (Glasgow)

F. Consider and act on a third amendment to the Development Agreement between the City of Celina and Celina 557 Partners, L.P. and JCH Group, LLC for approximately 557 acres of land; generally located at the northwest corner of Frontier Parkway and future Custer Road, within the Extraterritorial Jurisdiction (ETJ). (Mustang Lakes – DA Amendment) (Brawner)

G. Consider and act on a fourth amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 701 acres of land, generally located east of Coit Road and north of the Collin County Outer Loop. (Parks at Wilson Creek Bike Lanes – Fourth Amended DA) (Brawner)

H. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 8 acres within the Extraterritorial Jurisdiction (ETJ); generally

located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. (Farr Tract - C-3 Expedited Annexation Service Agreement) (Mohan)

I. Consider and act to authorize a change order with RPMx for an amount not to exceed $165,600 to extend the proposed cast in place retaining wall approximately 400 feet due to existing field conditions. (Glasgow)

J. Consider and act to purchase Construction Material Aggregates for the Public Works Department from CJA Enterprise LLP through a interlocal agreement with City of Denton for an amount not to exceed $79,900.00.

K. Consider and act to authorize an additional $200,000.00 purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,251,800.00. (Figueroa)

L. Consider and act to authorize the City Manager to execute an agreement with Baker Tilly US for the assessment of Development Services Processes in the amount of $79,900.00. (Brawner)

M. Consider and act to authorize the City Manager to amend an agreement with Upper Trinity Regional Water District for water demand subscription to increase usage as needed in increments of 500,000 gallons per day from the current 8.5 million gallons a day (MGD) to an amount not to exceed an amount of 10.0 MGD or $809,152.50.

N. Consider and act to authorize a change order with Austin Infrastructure for an amount not to exceed $69,154.00 to account for changes and interferences with the installation of 36" Water Line. (Glasgow)

O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and BNSF Railroad Company for the reconstruction of Beech Street roadway approaches, new center medians, rail-road crossing signals and activation equipment across the BNSF right of way. (Glasgow)

P. Consider and act to purchase staff augmentation hours for the IT Department from GTS Technology Solutions Inc. through a cooperative contract with DIR for an amount not to exceed $70,784. (Alexander)

Q. Consider and act to purchase uniforms for the Fire Department through a cooperative contract with Galls for an amount not to exceed $75,000.00. (Berry)

R. Consider and act upon a Chapter 380 Economic Development Agreement between the City of Celina and Bears on the Square, LLC, for Alley Improvements; not to exceed $21,000. (Behringer)

S. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary easements for Parkside Lift Station improvements to improve the safety of ingress and egress to the Parkside Lift Station Facility. (Glasgow)

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

U. Consider and act upon an Ordinance approving the final Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone (TIRZ) Number Fourteen. (Kearney)

V. Consider and act upon an amendment to Exhibit A of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to add new school zones for the Prosper ISD and Celina ISD. (Glasgow)

W. Consider and act upon an Ordinance authorizing the future release of the 30-feet Road Easement dedicated to the City of Celina/Collin County for the construction of County Road 86 (between CR 88 and Coit Road). (Glasgow)

X. Consider and act upon a Resolution pertaining to the sale of certain properties, 19,459 square foot (0.447-acre) part of the land previously dedicated as right-of-way reservation on the plat for Fire

Station No. 3 to the Texas Department of Transportation (TXDOT) for the future widening of Farm to Market Road 1385 (FM 1385). (Glasgow)

Y. 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)

Z. 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)

AA. Consider and act on an Ordinance amending Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Meetings", Section 1.03.031 "Types of meetings; time and place" and Section 1.03.035 "Citizen participation."

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon a Development Agreement on approximately 49 acres of land; generally located at the southeast corner of future G.A. Moore Parkway and future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ariana Access – Development Agreement) (McAfee)

B. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 8 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction. (Farr Tract - C-3 Expedited Annexation) (Mohan)

C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 8 acres to Commercial, Office, & Retail District (C); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. (Farr Tract – Zoning) (Mohan)

D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 414 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2), & Multi-Family, Urban Living District (MF-3) base zoning; generally located south of Marilee Road and approximately 1,400 feet east of Preston Road, within the City Limits. (Serenade – PD Zoning) (McAfee)

E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 4 acres of Planned Development No. 67 (PD-67); generally located at the northwest corner of Preston Road and Frontier Parkway, within the City Limits. (The Grove at Frontier (Lanterra) – PD Amendment) (Mohan)

F. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 15 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, with modified development standards; generally located south of Sunset Boulevard and approximately 1,500 feet west of Coit Road, within the City Limits. (Off the Rails Icehouse – PD Zoning) (McAfee)

G. Conduct a public hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the redevelopment of Grace Bridge; generally located at the northeast corner of Oklahoma Drive and Ash Street, within the Preston Streams District. (Grace Bridge - Major Modification) (McAfee)

IX. ACTION ITEM:

A. Consider and act to authorize the City Manager to execute an agreement for the award of Bid 2024-114 for New Mexico Dr. Improvement (Ash to Pecan) to Quality Excavation, LLC, to

include the base bid and the additive alternate at the unit prices listed in the amount of $1,407,883.00 plus ten percent contingency in the amount of $140,788.30 for a total amount not to exceed $1,548,671.30. (Glasgow)

B. Consider and act upon a Resolution adopting the 2024-2026 Strategic Plan. (Ranc)

C. Consider and act on a Resolution prescribing Regular Meeting dates and times of the City Council. (Vaughns)

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, TMRC
City Secretary

Date Notice Removed

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	July 9, 2024
Re:	Emergency Response Communications Feasibility Study

Action Requested:
Discussion regarding the Emergency Response Communications Feasibility Study. (Brawner)

Background Information:
The City continues to anticipate significant growth in the coming years. Among the many areas of organizational growth necessary to serve the City's increasing service demands, the need for an independent public safety communications infrastructure has become apparent. Currently relying on the Collin County Sheriff's Office (CCSO) for dispatch services, the City is considering the development of a standalone public safety answering point (PSAP) to handle call-taking and dispatch functions for police, fire, and emergency medical services (EMS) locally, and for potentially joining agencies.

In early 2024, Celina contracted with Mission Critical Partners, LLC (MCP) for a feasibility study encompassing industry performance standards and benchmarks to determine the probability of the City establishing its own PSAP and the practicality of achieving success.

MCP affirms that it is feasible for Celina to implement an independent PSAP and that it is logical to do so. MCP will present the key findings and recommendations from its study for Council consideration and feedback.

Legal Review:
N/A

Supporting Documents:

1. Celina PSAP Feasibility Study
2. Staff Presentation

Financial Consideration:

There are no immediate financial considerations. However, the feasibility study identifies significant future financial considerations incident to the potential creation of a standalone City PSAP.

Staff Recommendation:

Staff is seeking City Council feedback and direction regarding the feasibility study and whether to advance towards the creation of a City standalone PSAP.

Improving Emergency Response Outcomes Feasibility Study

Final Report

Prepared June 2024

City of Celina, Texas

MissionCriticalPartners

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Executive Summary

As the City of Celina, Texas, anticipates significant growth in the coming years, the need for an independent public safety communications infrastructure has become apparent. Currently relying on the Collin County Sheriff's Office (CCSO) for dispatch services, Celina aims to develop a standalone public safety answering point (PSAP) to handle call-taking and dispatch functions for police, fire, and emergency medical services (EMS) locally, and for potentially joining agencies.

In early 2024, Celina contracted with Mission Critical Partners, LLC (MCP) for a feasibility study encompassing industry performance standards and benchmarks to determine the probability of the City establishing its own PSAP and the practicality of achieving success.

MCP affirms that it is feasible for Celina to implement an independent PSAP and that it is logical to do so. To prepare for the transition to an independent PSAP, MCP offers the priority recommendations that follow.

Governance and Organizational Structure

1. Immediately recruit and hire a civilian PSAP director or, contract with a consultant to complete implementation tasks to advance the establishment of an independent PSAP.
2. Identify all necessary PSAP leadership roles, requirements, and associated duties in preparation for recruiting.
3. Recruit and hire PSAP leadership, estimating, at a minimum, 12 months prior to go live to allow for onboarding, training frontline personnel, and assisting with the transition process.

Operations

1. Develop PSAP-specific policies and a rhythm for auditing and modifying them in collaboration with field personnel or leadership.
2. Determine if the PSAP will use a vendor or create its own scripted call-processing protocols.
3. Develop a robust quality assurance (QA) program.

Personnel and Workforce

1. Using the findings in this report[1], recruit and hire for ideal staffing coverage and assignments.
2. Configure operations to support two 24/7 law channels, one 24/7 fire channel, one 24/7 fire tactical/call-taking channel, two to three call-takers depending on time of day, and one supervisor (non-working) and/or lead.
3. Evaluate if non-dispatch tasks can be accomplished outside of the PSAP before assigning them to the PSAP.

Technology

1. Identify funding sources and/or any shared opportunities to reduce costs and enhance efficiency.
2. Identify and immediately begin procuring the required systems, radio, technology, and furniture needs (e.g., chairs, workstations, computer-aided dispatch [CAD], logging recorder, and netclock).

[1] See Table 7: Initial Staffing Recommendations

Facilities

1. Identify the placement of equipment and technology to be installed in the new facility.
2. Confirm that cabling follows all current, applicable standards by engaging contractors who are familiar with standards requirements.
3. Continue to evaluate potential options for expanding the PSAP in preparation for future growth and any construction lead time.

MCP encourages Celina to move forward with these recommendations to achieve an exemplary level of public safety communications that aligns with its strategic goal of being a city built on public safety. As such, these steps should support Celina in managing its anticipated growth effectively but also in enhancing the quality of life and safety for its citizens and field responders alike.

OUTCOMES

Operational Efficiencies

- An independent PSAP that is committed to enhancing operational efficiencies across various domains, including facilities, workforce, technology, and networks.

Independence

- An independent PSAP enabling Celina to adopt innovative processes, improve service levels, and ensure a responsive system that aligns with the city's growth and values.

Culture

- A PSAP that fosters a culture reflective of Celina’s strategic goals and enhances community ties, building a robust framework to support public safety efficiently.

1 Overview

The City of Celina, Texas, (Celina or City) is planning and preparing for the exponential growth that is expected to occur over the next few years. As such, the City recognizes the possible need to step away from its current participation with the Collin County Sheriff's Office (CCSO) dispatch center (Dispatch) and develop a team of dedicated communications staff that will support a standalone public safety answering point (PSAP) providing call-taking and dispatching for police, fire, and emergency medical services (EMS) agencies in Celina and others that may join in the future.

Celina contracted with Mission Critical Partners, LLC (MCP) for a feasibility study encompassing industry performance standards and benchmarks that would assess the probability of the City establishing its own PSAP and the practicality of achieving success.

MCP considered that developing a PSAP would require a commitment to all aspects related to operations, facilities, workforce, networks, and technology. Celina has a strong desire and willingness to create a center of operational efficiency that will also build a foundation prepared to provide the highest and most consistent service levels to its community and partners within the region.

Transitioning toward operational public safety communications independence requires an evaluation that assesses the current operational efficiencies, considers information and communication technologies, and enhances the safety of field responders and citizens. These three objectives align with the Celina core project team's definitions of success when this project was initiated:

- Developing an integrated system that meets the needs of all public safety spectrum and provides exceptional services to the residents.
- Implementing high-level medical dispatch using an emergency medical dispatch (EMD) protocol.
- Using key performance indicators (KPIs) and measuring benchmarks to show a return on investment.
- Having the ability to proactively identify and correct any errors and/or inefficiencies.
- Improving response times.
- Building a new communications center that is sustainable and based on industry standards and best practices.
- Anticipating the number of new personnel needed and the expected support and cost for a long-range sustainable plan.
- Establishing an approach to regionalize with partner agencies in the area.
- Strategically preparing the City's public safety divisions for future growth.

MCP is pleased to provide this report, which identifies the opportunities to enhance the public safety communications capabilities for Celina, its community, and field responders in support of its strategic goal to ***Be the City Built on Public Safety***[2].

[2] https://www.celina-tx.gov/1541/Strategic-Plan

2 Methodology

City leadership recognized the need for a comprehensive assessment to determine if its current state would continue to meet the specific dispatching service needs and expectations of the community or if establishing its own independent PSAP with the prospect of becoming a regional center could improve service levels.

MCPs objective was to identify and advise on opportunities for Celina regarding the feasibility of creating an independent PSAP and laying a foundational strategy focused on optimizing operations and improving response outcomes. The feasibility study examined what it would take to meet the specific needs of Celina's public safety services and its community, while achieving operational excellence in doing so.

MCP examined the current state of service delivery by leveraging the data supplied in documents and informative interviews to gain knowledge of the workflows and an understanding of today's operational strengths and weaknesses. Interview questions were garnered from MCP's proprietary Model for Advancing Public Safety (MAPS) assessment tool, which combines the collective body of knowledge gained from MCP's 200-plus specialized public safety SMEs with a variety of mature, broadly accepted public safety standards, formalized accreditation programs, and industry best practices

The information collected and analyzed focused on governance and organizational structure, personnel and workforce, technology, facilities, and PSAP operations including policies and procedures, training, QA, alternative response, and ancillary duties. This information was compared to national standards, best practices, regulations, and/or MCP's industry experience and knowledge.

Standard – "something set up and established by authority as a rule for the measure of quantity, weight, extent, value, or quality"[3]

Best Practice – "a procedure that has been shown by research and experience to produce optimal results and that is established or proposed as a standard suitable for widespread adoption"[4]

Industry Experience – primarily involves a minimum of ten years of combined education, work experience, and specialization in a respective industry or market segment

Following a virtual introduction, MCP was onsite for three days conducting in-person focus group sessions, touring CCSO Dispatch, touring a neighboring PSAP, and walking through the new Celina Police Department (CPD) facility that is currently under construction.

MCP gained a clear understanding of Celina's vision for the future during focus group interviews with staff and stakeholders and through information gathering and data review. While onsite, MCP engaged with City and public safety leadership, field operations personnel, CCSO Dispatch management, and support staff (information technology [IT], geographic information system [GIS], and radio) who wished to share ideas, thoughts, and/or concerns. Staff and stakeholders also provided information, statistics, and documents for MCP's review.

Following the onsite, MCP continued to communicate with the core project team through various means including bi-weekly status meetings via the Teams platform.

[3] "Standard," Merriam-Webster, 2020. https://www.merriam-webster.com/dictionary/standard
[4] "Best Practice," Merriam-Webster, 2020. https://www.merriam-webster.com/dictionary/best%20practice

MCP thanks the core project team for its time and assistance in coordinating schedules, attending focus group sessions, facilitating tours, and providing data.

Table 1: Celina Core Project Team Members

Celina Project Core Team	
• Robert Ranc – City Manager • Kimberly Brawner – Assistant City Manager • Karla Stovall – Assistant City Manager	• Mark Metdker – Fire Chief • Eric Everson – Assistant Fire Chief • John Cullison – Police Chief • Brent Brown – Assistant Police Chief

3 Case For Change

The city of Celina (city geographically)—in both Collin and Denton counties—encompasses approximately 78 square miles and has a current population of 55,059.[5] The city's population has nearly tripled since 2010—making Celina the fastest-growing city in North Texas.[6] Celina is part of the Dallas-Fort Worth metroplex.

> *911 service is a vital part of our nation's emergency response and disaster preparedness system. In October 1999, the Wireless Communications and Public Safety Act of 1999 (911 Act) took effect with the purpose of improving public safety by encouraging and facilitating the prompt deployment of a nationwide, seamless communications infrastructure for emergency services. One provision of the 911 Act directs the FCC to make 911 the universal emergency number for all telephone services.*[7]

A primary PSAP is the initial point of entry for all 911 calls that originate from within its service area, generally related to county or municipal boundaries. Typically calls requiring law enforcement, fire, or EMS response are received and then directly dispatched by a primary PSAP without the need for call transfers. CCSO Dispatch transfers all medical calls to one of two EMD providers—American Medical Response (AMR) or Allegiance Mobile Health. The Celina Fire Department (CFD) responds to all medical calls for transport in Celina city limits.

CCSO Dispatch is a primary PSAP, providing 911 and non-emergency call-answering and dispatching services for the CCSO, eight police departments including CPD, 12 fire departments including CFD, four independent school district (ISD) police departments, four constables' offices, the Texas Alcoholic Beverage Commission (TABC), Texas Parks and Wildlife Department, Collin County Animal Control, Texas Highway Patrol, and Texas Department of Criminal Justice probation officers.

CCSO Dispatch received an average of 82,461 calls[8] and a total of 610,555 law enforcement incidents[9], 54,961 fire incidents, and 38,351 EMS incidents. Of these, the incidents for CPD totaled 36,134 and the incidents for CFD and EMS totaled 2,751. These numbers are further explained in Section 4.3 and were used identify an

[5] https://worldpopulationreview.com/us-cities/celina-tx-population
[6] https://www.celina-tx.gov/1183/About-Us
[7] 911 and E911 Services | Federal Communications Commission (fcc.gov)
[8] Three-year average includes wireline, wireless, abandoned, text-to-911, and VoIP incoming calls
[9] Includes self-initiated, but not out-of-service incidents such as meals, court, etc.

estimated current emergency telecommunicator (ETC) utilization rate of 83% (see Appendix C). With Celina's expected growth, it is assumed that these numbers will continue to rise and service levels will demand increased attention.

CCSO Dispatch is classified as a medium PSAP[10] with seven workstations, each of which has call-taking and radio capabilities. CCSO Dispatch requires a minimum of four telecommunicators per shift who are cross-trained and able to work call-taking and police or fire dispatching.

MCP, while focusing on the current state, is not assessing CCSO Dispatch's performance. Instead, the primary objective is to explore the feasibility of launching a new PSAP and identify possible efficiencies that could be enhanced or introduced. This proactive approach is designed to foresee and prepare Celina stakeholders for any forthcoming challenges before the implementation phase of a new PSAP.

During this study, MCP evaluated the viability and feasibility of establishing an independent PSAP with a vision for growth and the potential for regional collaboration that would mutually benefit neighboring public safety services and their stakeholders. Leveraging insights from national standards, best practices, and MCP's experience, the elements that follow briefly describe the expectations of a sustainable PSAP while also serving as a compass for a high-level roadmap that strategically strives for operational excellence.

3.1 Governance and Organizational Structure

An effective organization engages in implementing active governance, complemented by an organizational structure that is designed to optimize operational efficiency. This structure should not only support the day-to-day operations but also foster professional growth and career progression opportunities within its framework.

Characteristics of active governance (see Appendix B) for an emergency communications system include[11]:

- Follow the rules of law
- Transparency
- Responsive
- Consensus oriented
- Equal and inclusive
- Effective and efficient
- Accountable
- Participation

3.2 Leadership and Planning

A PSAP that has the right people in the right roles—including leaders who are engaged and can effectively navigate the political landscape—are able to meet the organization's mission and critical needs. Effective leadership also includes professional relationships that offer both influence and opportunities for the PSAP to be viewed as an industry leader, which in turn will reflect positively on the organization's reputation.

Clearly defined expectations are in place for its leadership, leadership development, change management process, and strategic planning and continuity of operations.

[10] https://www.911.gov/assets/Next_Generation_911_Cost_Estimate_Report_to_Congress_2018.pdf
[11] See Appendix B for definitions.

3.3 PSAP Operations, Policies and Procedures

Through well-defined workload and duty assignments, along with comprehensive policies and procedures, the PSAP optimizes its workflows to facilitate efficient call processing and significantly reduce the need for call transfers when dispatching field responders.

PSAPs that strive to keep abreast of innovative technologies (e.g., advanced data analytics), real-time information sharing, and non-traditional opportunities (e.g., nurse triage and 988 partnerships) may offer more accurate predictions and management of emergency incidents, efficient resource allocation, and improved situational awareness for first responders.

PSAPs built with the intent of regional collaboration among various public safety agencies including law enforcement, fire, and EMS may safeguard seamless interoperability. During large-scale emergencies or disasters or, at times, even routine events, the communication between agencies and neighboring PSAPs may be crucial for delivering a coordinated response. The focus on interoperability underscores the potential of the new PSAP to enhance public safety operations across the area.

3.4 Personnel and Workforce

When the PSAP aligns its resource and operational needs by authorizing full-time employees (or equivalents) to align with MCP's recommendations (identified through a staffing analysis), this underscores the organization's commitment to excellence and supports national call-answering standards and low attrition. This type of strategic approach to workforce management optimizes performance and establishes a solid foundation for maintaining high standards of public safety and emergency response.

3.5 Training and Performance Management

An effective training program exists when the program follows best practices, meets any national and/or state standards, and aligns with or exceeds minimum training standards and guidelines.[12] In MCP's experience, an effective program also yields an 80% (or more) entry-level training completion rate.

A PSAP's ongoing quality improvement (QI) includes clear and defined performance management workflows that effectively manage and reduce employee-based performance errors as well as the tracking and resolution of any internal or external complaints.

The KPIs that comprise the components of an assessment and when performing QA/QI reviews should meet or exceed national standards (or vendor standards for certain products).

3.6 Technology

Public safety dispatch operations are heavily dependent on IT infrastructure, computer systems, and multiple applications. Technology should contribute to the efficiency of PSAP operations and not inhibit productivity. Mission-critical systems include 911 call-handling equipment (CHE), computer-aided dispatch (CAD) systems, radio dispatch consoles, GIS databases and mapping, and data/voice logging recorders. IT infrastructure is

[12] References include the Association of Public-Safety Communications Officials (APCO) International, the National Emergency Number Association (NENA), the National Fire Protection Association (NFPA), and the National Highway Traffic Safety Administration.

critical to the daily public safety mission of the served agencies and provides interoperability with other PSAPs and field responders.

The following technologies are the primary considerations of a PSAP:

- 911 CHE
- CAD system
- Public safety radio system
- Data connectivity
  - Primary
  - Secondary
- Voice recorder
  - Phone lines
  - Radio system
- Network clock

3.7 Facilities

PSAP facilities play a critical role in fostering an environment that is not only efficient and safe but also enhances functionality, thereby promoting employee satisfaction and boosting performance. Additionally, these facilities provide the essential support infrastructure necessary for the sophisticated technology deployed within the PSAP.

4 Service Delivery Evaluation and Considerations

4.1 Conceptual Governance and Organizational Structure

MCP understands and recognizes the need for specific skill sets to create an organizational structure providing a fully functioning and progressive PSAP that focuses on delivering superior services through high-quality operational and support functions and state-of-the-art technology. Given the complexity of 911 today, MCP believes that a new PSAP would be best served as an independent department (division) within the City.

Even though well-intended, it is MCP's experience that it is not necessarily the oversight of the PSAP that is the challenge but rather placing the right person in the right role. Without a focus on that, any leader will become ineffective as time elapses and the root causes of the issues begin to creep back into day-to-day activities, which will, at some point, begin to erode trust and any progress that has been made. For these reasons, MCP routinely encourages stakeholders to place the PSAP under a full civilian leadership team that is experienced in public safety communications.

Under this governance model, the PSAP is overseen by a civilian director who reports to executive-level City management, such as the City manager rather than the police or fire chief. Industry-wide, this is proving to increase consistency in leadership, facilitate less bureaucracy, improve strategic planning, increase neutrality, and, holistically, provide more agility when needing to address public safety communications needs.

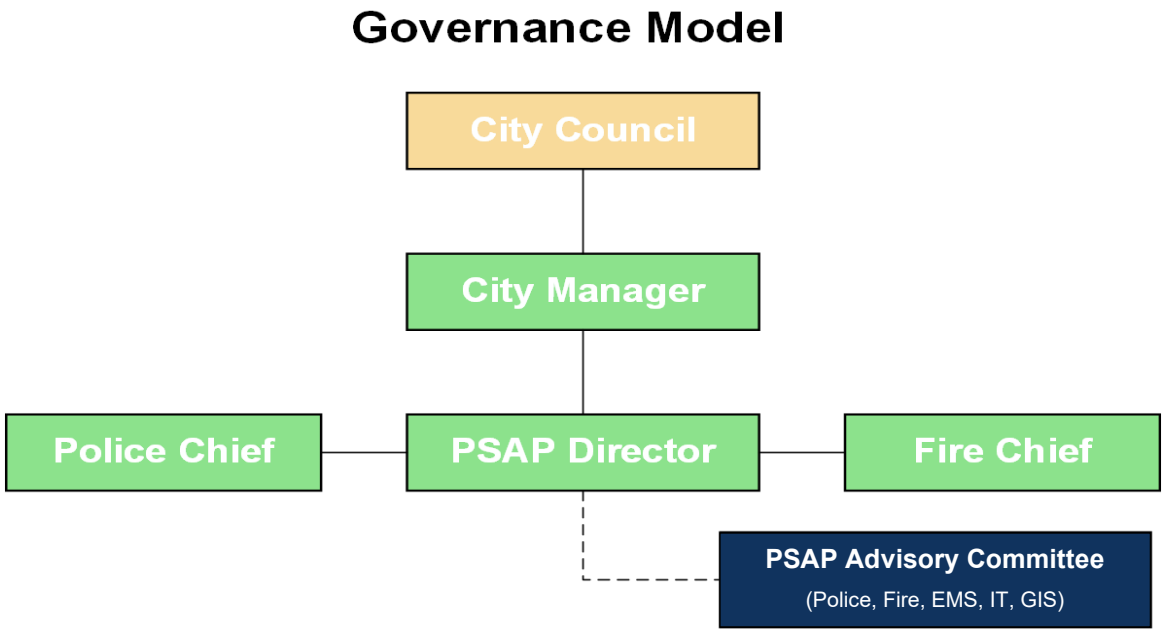
MCP affirms that it is feasible for Celina to implement an independent PSAP and offers two recommendations, depending on stakeholder decisions:

- Recommendation 1: If approved to move forward right away with establishing an independent PSAP, immediately recruit and hire a civilian PSAP director.
  - The PSAP director would work alongside SMEs, such as what MCP has provided to other clients, through the transition from CCSO Dispatch to a new independent PSAP
- Recommendation 2: If due to any potential constraints (e.g., budgetary), postpone the recruiting and hiring of a director. Instead, work with a consultant to advance the establishment of an independent PSAP by implementing tasks, such as developing policies and procedures, creating a training curriculum, and establishing QA criteria.
  - Completing the work in advance would establish an operational foundation and efficient transition.

Both recommendations allow for coordination with agency partners who will have oversight of technology implementation, the hiring of initial administrative staff, and the development of operational requirements, to name a few of the expected tasks.

The PSAPs administrative staff should be hired at least 12 months before the go-live date to allow for training and transition time.

The model that follows identifies executive-level leadership in a chain of command that includes a civilian director having direct oversight of the PSAP and reporting to the city manager.



For any future partnerships where agencies would receive communication services from the newly formed PSAP, Celina is expected to be the final authority. Once the opportunity presents itself to become a regional PSAP, MCP recommends that all joining stakeholders are identified as members and bylaws are developed and routinely updated. The bylaws should aim for Celina's public safety ecosystem to be inclusive with clearly defined roles and responsibilities—resulting in equal and effective representation for each stakeholder's specific agency. Varying degrees of responsibility such as policy creation and fiduciary recommendations should be documented within the bylaws.

To further support the PSAP and corroborate with field response, MCP recommends creating a PSAP advisory committee consisting of law enforcement, fire, EMS, and IT. Scheduling standing meetings can offer a cadence for open communication, acknowledging success, and problem-solving. If a regional PSAP is created, this committee should be extended to all agencies served. Establishing a committee—with law enforcement, fire, EMS, and IT representatives from all contract agencies meeting regularly and having a clearly defined purpose—may offer an avenue for continued operational improvement and issue resolution.

Focus areas of the PSAP advisory committee (and/or) member advisory committee may include technology, equipment, policies, protocols, and special program development. Other standing committees, (short-term) workgroups, and/or focus groups can be set up as needed (e.g., finance committee and recruiting, hiring, and retention committee). If a member advisory committee is implemented, bylaws should be created and include the following:

- Purpose statement
- Frequency of meetings
- Composition, structure, and/or hierarchy of the advisory committee (at a minimum, a chair and vice-chair should be assigned regardless of rank in their agency of employment)

MCP suggests that the City begin to actively pursue funding and grant opportunities, which if successful, could offset the initial costs of standing up a new and progressive PSAP until such time as the North Central Texas Emergency Communications District (NCT9-1-1) approves the funding for the City's PSAP and any future contractual agreements with partner agencies are established.

See Appendix B for examples of governance and cost-sharing models.

4.2 Operations

4.2.1 Policies and Procedures

The foundation of effective operations is a suite of well-defined and adhered-to policies and procedures. They may take different forms, such as standard operating procedures (SOPs), directives, policies, and administrative actions, to name a few. Celina should plan to create policies designed specifically for PSAP operations that align with (partner) agency operations whenever possible. Developing policies before standing up the PSAP will set expectations for staff immediately, create a foundation for optimal performance, ensure consistent operational processes, and provide a roadmap for the training program. Encompassing policy documents in a well-organized policy manual with room for additional documents may further access, adherence, and understanding.

MCP recommends that Celina, when developing policy documents, keep in mind the wide range of topics applicable to the PSAP and the differences from field responders and on-scene operations. It is not sufficient to simply adopt existing agency field policies; PSAP policies should resonate with PSAP roles, responsibilities, and processes. Recommendations for policy development are available from standards-setting organizations such as APCO[13], NENA[14], and the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)[15]; Celina can fine-tune any recommendations to fit its PSAP model, agency makeup, strategic goals, structural

[13] https://www.apcointl.org/services/standards/find-standards/?a_s=
[14] https://www.nena.org/general/custom.asp?page=standards
[15] https://calea.org/standards-titles

needs, and processes. CALEA, which provides accreditation for communications centers, provides a comprehensive starting point; its Public Safety Communications Accreditation Program standards include:

- Organization
- Direction and Supervision
- Human Resources
- Recruitment, Selection and Promotion
- Training
- Operations
- Critical Incidents, Special Operations and Homeland Security

Celina should initiate a rhythm and process for routinely auditing its PSAP policies and procedures. As the PSAP develops, consideration may be given to updating policies and procedures more frequently; then, as the PSAP matures, an annual or biannual cadence may suffice. Aligning policies and procedures will standardize processes among the disciplines and agencies served so the PSAP can effectively provide services for multiple entities.

Often, policies arise from knowledge gaps, internal and external feedback, the addition of new technology or processes, new partner agencies, or the need for further clarification. As such, developing a policy review committee based on the member advisory committee model is desirable and should include members in various roles and supervisory levels. Auditing PSAP-specific policies with field documentation and training may mitigate possible issues and allow partner agencies to develop an appreciation for the PSAP's role in the public safety response spectrum. Engaging a broad range of individuals helps develop the consistency and alignment of written direction with actual practices; these individuals could also engage in open discussions regarding operational issues and workflows to align understanding and develop internal best practices.

4.2.2 Call Processing

Call processing encompasses answering, processing, dispatching, and completing a call for service (incident). When the PSAP answers a call, call processing begins with the call-taker's use of available tools to gather information and begin the response process. Next, the call is dispatched, response information and actions are documented, and the call is closed according to local agency policy.

Information gathering is a vital piece of the call-processing spectrum as it strongly impacts response; PSAPs choose to approach call processing through a scripted-interview, journalistic approach, a structured protocol system, or, in some PSAPs, free style (which MCP does not recommend). While the decision may depend on the public safety discipline, state and local statutes, or leadership's opinion and expectations, best practices suggest the use of a scripted call-processing protocol system.

Scripted protocols drive optimal information gathering by promoting consistency across call-takers, providing consistent incident and safety information for responders, and encouraging the provision of safety instructions specific to incident needs. Structured protocol systems provide a baseline for each telecommunicator so that they collect the same information on similar event types. Responders can rely on the information and begin to trust that they will get the information they need regardless of the call-taker or shift; structured protocol systems are a recognized best practice that many citizens are familiar with, extending that trust relationship from the field into the community. A protocol system may be procured from a commercial vendor or created in-house with the appropriate oversight; each option has its strengths and weaknesses that are specific to the agency. The decision should be driven by organizational goals and resources, align with national standards, and receive support from the local medical director, fire chief, and/or law enforcement leader.

4.2.3 Workflow

Many small- and medium-sized PSAPs operate in a vertical configuration, which means that telecommunicators are responsible for answering incoming calls and dispatching field units, often simultaneously. There are reasons why an organization elects to operate the way it does, such as the incoming call volume or number of radio talkgroups that must be monitored. PSAPs integrating call-taker duties simultaneously with dispatcher duties may be more prone to mishaps because the telecommunicator is unable to completely focus on a single task. PSAPs that operate in a horizontal configuration, where staff have clearly defined functions as either a call-taker or dispatcher, are typically more efficient, have a lower rate of errors, and have higher training completion statistics.

Although, statistically, the initial call and incident volume for Celina may not indicate the need for separate call-takers and dispatchers, MCP recommends that stakeholders staff the center to provide for some separation of duties. As additional agencies join the future regionalization effort, the workload and number of field responders will increase. In response, MCP recommends planning for a full transition to a horizontal configuration with dedicated call-taker and dedicated dispatcher positions.

Often overlooked, as emergency services expand and field personnel increase, is the number of field responders for which a dispatcher is responsible at a respective position. In the absence of a national standard, in MCP's industry experience, PSAPs where telecommunicators handle more than 20 units per talkgroup may unintentionally introduce risks that impact efficiency versus those that handle less than 20. Many times, this occurs as agencies increase field personnel or bring on additional agencies without assessing the impact on dispatch operations. This is also, at times, connected with the number of primary radio frequencies or talkgroups for which a dispatcher is responsible, as well as requirements to monitor secondary or emergency talkgroups.

MCP recommends that initially all law enforcement operations are conducted on a single primary law enforcement talkgroup, with law enforcement support requests, such as Texas Crime Information Center (TCIC) and National Crime Information Center (NCIC) queries, handled by a separate dispatcher on a secondary law enforcement talkgroup.

Initially all fire and EMS radio traffic should be handled by one dispatcher with fire and EMS units combined on a primary Fire/EMS talkgroup. In MCP's experience a dispatcher that is responsible for fire and EMS units on a single channel can efficiently handle multiple routine incidents (e.g., medical calls, fire alarm, accident with injuries, etc.), from the dispatch of units to the incident through units clearing the scene, on one channel. MCP does not recommend that a dispatcher is responsible for multiple talkgroups at the same time during normal operations because this would introduce the risk of field units covering each other's radio traffic on separate talkgroups causing the dispatcher to miss transmissions. MCP recommends that if an incident requiring a multi-unit response is received that the call be dispatched on the primary talkgroup by the primary fire/EMS dispatcher and then the units would switch to a tactical channel for the duration of the incident. Fire/EMS operations for the duration of the incident on the tactical channel would be supported from a separate dispatcher on a secondary fire/EMS (tactical) talkgroup.

As the call volume increases due to population growth of the city and/or partnerships with other agencies for dispatch services, the PSAP should be prepared to continue to align the radio talkgroup configuration to meet the needs of the field responders, which may necessitate additional law enforcement, fire and EMS secondary or tactical channel configurations.

Section 4.3 Personnel and Workforce Forecast and Appendix C: Supporting Staffing Data provide additional information regarding the number of personnel that would be required to meet the needs for the initial recommended workflow.

4.2.4 Training

Training builds on policy development by promoting effective performance, service delivery, and fulfillment of the definitions of success defined by Celina in this study. Training is essential at all points in a telecommunicator's career and should not be delivered solely for new employees, but also include strength-based and succession planning to promote career development and job satisfaction. Celina may use performance and knowledge gaps, industry trends and topics, and available fiscal and human resources to build an optimal training program. Industry standards and best practices can assist Celina in developing a robust training program that includes legally defensible training timelines, required topics, core competencies, and minimum standards for training communications staff at all levels. APCO offers a suite of minimum training standards[16] and offers Project 33 Training Program Certification[17]; like CALEA standards for policy development, this program outlines best practices and the components of a comprehensive training program.

Training timelines and budget may be impacted by the decision to use certification programs (such as EMD, which is a structured protocol system), the chosen training medium (in-house, hosted, out of state), and state and local requirements (as described below). Training in-house or through a third-party vendor or state agency involves different fiscal commitments and staffing and technological requirements. Each option involves cost considerations such as registration, technology, wages for the trainer/trainee, travel and logistics, available infrastructure to accommodate multiple trainees, and available staff to provide classroom training. Price estimates should include procurement and installation costs for the chosen protocol system, for example, and associated technology components.

The Texas Commission on Law Enforcement (TCOLE) requires law enforcement telecommunicators in the state to be licensed by successfully completing a TCOLE-approved basic telecommunicator course and passing the state licensing exam within one year of hire as a telecommunicator.[18] TCOLE-licensed telecommunicators may further their professional development by obtaining intermediate, advanced, and master telecommunicator proficiency certificates based on their years of service and completion of the prescribed training curriculum.[19] TCOLE's licensure program for telecommunications aligns with APCO's *Minimum Training Standards for Public Safety Telecommunicators©*[20].

Training Course	Cost Estimate
• EMD – APCO – International Academies of Emergency Dispatch (IAED) – PowerPhone	 Live: $299 Online: $239 Live: $365 Online: $365 Unknown[21]

[16] https://www.apcointl.org/services/standards/find-standards/?a_type%5B%5D=Training&a_s=
[17] APCO ANS 3.103.2.2015 Minimum Training Standards for Public Safety Telecommunicators©
[18] Telecommunications Officers | Texas Commission on Law Enforcement
[19] https://www.tcole.texas.gov/content/proficiency-certificates
[20] "Standards to Download, *Minimum Training Standards for Public Safety Telecommunicators*, APCO International, https://www.apcointl.org/~documents/standard/31032-2015-public-safety-telecommunicator/?layout=default
[21] Course pricing for PowerPhone EMD training is not available online unless a login account has been provided to the user by PowerPhone.

A cadence for regular continuing education training helps to refresh staff on new and existing policies and low-frequency high-acuity events and supplement targeted performance needs. Joint training that integrates telecommunicators and field responders develops consistent learning and awareness of evolving procedures at all levels and may improve interdepartmental communication and morale in addition to serving a targeted continuing education need. Recommendations for annual continuing education topics include telecommunicator cardio-pulmonary resuscitation (T-CPR), mass casualty events, drownings, mental health awareness, and active fire ground incidents. Continuing education should be provided at least quarterly, but can be provided monthly, weekly, or even in short 15-minute training sessions built into a shift briefing. Ultimately, continuing education, for optimal knowledge gains, should leverage existing knowledge and platforms, be easily presentable, and be engaging.

Leadership training to help PSAP staff develop the skills necessary for development and succession planning is vital to a healthy staffing plan. Celina should include additional training in job descriptions and promotions to help staff prepare for a new role and assimilate to new expectations. PSAP-specific leadership training can be found through many 911-focused organizations and can be used to supplement other training available through the City. Training focused on professional development, such as navigating difficult conversations, performance evaluations, or furthering knowledge on an industry topic like Next Generation 911 (NG911) or GIS, can be created in-house to focus on staff needs at a certain point in their career.

4.2.5 Quality Assurance

Celina's public safety leadership desires to implement a QA program that aligns performance with its policies and procedures and supports effective protocol implementation. A QA program can meet Celina's goals by setting benchmarks, illuminating possible errors and inefficiencies, and addressing KPIs. In MCPs experience, a well-developed QA program may benefit employees by encouraging staff performance and improving morale through the provision of realistic, applicable expectations and meaningful strengths-based feedback. The QA program should be developed through a lens of improvement and positive reinforcement and avoid focusing on deficiencies and punitive actions.

Suggested components of a successful QA program can be found in standards such as the *NENA/APCO Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points.*[22] This standard can guide the establishment of QA duties and responsibilities, set program components, and direct effective feedback and reporting. In addition, Celina should consider choosing a protocol program that includes QA elements and directions for implementation.

MCP recommends that Celina identify an individual or individuals who portray the qualities of a successful QA evaluator (QAE) considering the individual's performance, ability to objectively assess others, and communication skills for delivering feedback. QAEs are part of a hierarchical QA team that reviews, audits, sets standards and benchmarks, adjudicates issues, liaises with external partners, and calibrates reviews—these components help to create a trusted program. These roles and responsibilities should be clearly defined in QA policies or job description(s) and should not be secondary to mission-critical tasks.

QA standards and best practices suggest a review of at least 2% of all calls[23] processed by a PSAP from each discipline (law enforcement, fire, and EMS). Internal QA reviews are independent of field-level QA because they focus on pre-arrival information and action and not on-scene activities or outcomes. PSAP leadership should determine a realistic number of case reviews and consider hiring a dedicated QAE who is not responsible for

[22] APCO/NENA ANS 1.107.1.2015
[23] Some protocol programs, such as those from IAED, have determined the number of reviews, among other requirements, that must be completed for accreditation.

operations duties. The QA roles may be supported through committees comprised of law enforcement, fire, and EMS representatives that can provide field feedback and further align PSAP performance with community expectations.

4.2.6 Non-Dispatch Tasks

Another area where there is inherent risk is when telecommunicators have other responsibilities outside of answering emergency calls and dispatching field responders, which can be a distraction and result in multiple simultaneous priorities occurring at the same time. Some typical non-dispatch tasks MCP sees assigned to telecommunicators include attending a walk-up window for citizens, answering administrative or business phone lines for other divisions within the public safety agencies they serve, and providing records and other administrative support to their respective agencies.

MCP recommends that stakeholders thoroughly evaluate, even when considering cost savings for the City, if non-dispatch tasks can be accomplished effectively through alternate workflows or technology before assigning ancillary duties to the telecommunicators, as handling these non-mission-critical tasks can be particularly challenging for telecommunicators to balance with higher-priority emergency communications.

4.3 Personnel and Workforce Forecast

One of the most important factors in establishing a new PSAP is assuring the appropriate allocation of personnel. This requires analyzing the current call and incident volumes with the operational needs of the served agencies and applying industry standards and best practices—with the outcome being a recommended operational configuration and a forecasted staffing requirement. MCP completed this staffing analysis to predict staffing in the future state.

Collectively, call-takers and dispatchers are often referred to as telecommunicators or, recently, public safety telecommunicators—a more common term in a bid to better define their significance to the public safety realm. NENA defines a telecommunicator as follows:

> *An emergency response coordination professional trained to receive, assess, and prioritize emergency requests for assistance, including, but not limited to:*
>
> - *Determining the location of the emergency being reported*
> - *Determining the appropriate law enforcement, fire, emergency medical, or combination of those emergency services to respond to the emergency*
> - *Coordinating the implementation of that emergency response to the location of the emergency*
> - *Processing requests for assistance from emergency responders.*[24]

NFPA defines a telecommunicator as follows:

[24] NENA-ADM-000.23-2020, *NENA Master Glossary of 9-1-1 Terminology*, page 203 of 224. https://www.nena.org/page/Glossary

An individual whose primary responsibility is to receive, process, or disseminate information of a public safety nature via telecommunication devices.[25]

CPD handled 36,134 incidents and CFD handled 2,751 fire and EMS incidents in 2023, an average of 99 police incidents and eight fire and EMS incidents per day. Combined, the incident volume is between four and five incidents per hour on average (see Appendix C for supporting staffing data).

Table 2: Incident Volume – 2023

	CCSO Dispatch	Celina	Percentage
Law Enforcement	245,649	36,134	14.71%
Fire	20,612	1,087	5.27%
EMS	14,647	1,664	11.36%
Total	280,908	38,885	13.84%[26]

The incident volume for law enforcement, fire, and EMS calls in Celina represents 13.84% of CCSO Dispatch's total incident volume in 2023. Applying this percentages to the total 911 calls CCSO Dispatch received in 2023, MCP estimates that approximately 12,260 911 calls were for Celina.

4.3.1 Telecommunicators

Call-takers

The number of incoming 911 calls and call processing times are necessary to determine workload capacity. MCP estimates that CCSO Dispatch received approximately 12,260 911 calls in 2023 that were related to incidents in Celina, which is an average of 34 calls per day or one to two calls per hour. Based on MCP's experience, the industry average processing time (from the time the call-taker answers the 911 call until the call-taker disconnects with the caller) for 911 calls is 120 seconds; this time can fluctuate based on the use of protocols.

While determining the average calls per hour is useful, averages cannot be strictly relied on to determine staffing needs, as call volume is subject to fluctuations depending on the time of day, day of the week, inclement weather, and/or holidays.

The tables below represent the number of call-takers that need to be available to meet NENA and NFPA call-answering standards of 90% of 911 calls answered within 15 seconds and the higher standard of 95% of 911 calls answered within 20 seconds.

[25] NFPA 1225: Standard for Emergency Services Communications
[26] 13.84261 percent

Table 3: Call-taker Needs to Meet 90/15 Standard for 911 Calls

Call-takers Required	1	2	3	4	5
911 Calls per Hour	1 – 3	4 – 16	17 – 34	35 – 54	55 – 75

Table 4: Call-taker Needs to Meet 95/20 Standard for 911 Calls

Call-takers Required	1	2	3	4	5
911 Calls per Hour	1	2 – 11	12 – 27	28 – 45	46 – 65

When considering the call-takers needed to handle the average estimated 911 call volume and the estimated non-emergency and administrative call volume[27], initially, two to three call-takers (statistically) should be available. Three dedicated[28] call-takers during the day would likely overstaff the PSAP as there will be downtime between calls and the statistical data used to determine call-taker needs vary (i.e., the calls are not considered as a singular unit). Ideally, Celina should plan for a minimum of two call-takers on duty to support the call volume, depending on the shift. Consistent shift staffing can help ensure that fluctuations and surges in incoming calls can be handled efficiently and effectively. In the event of a call-taker vacancy (e.g., personnel call off sick), the position would need to be backfilled to maintain minimum staffing of two call-takers on duty.

Dispatchers

The number of incidents and processing times are necessary to determine workload capacity and baseline staffing. MCP used the NENA staffing tool to forecast dispatch requirements to effectively handle the incident volume.

NENA's calculations for volume-based staffing consider that a dispatcher can handle more than one incident at a time. In MCP's experience and data from other PSAPs, fire is estimated to be two (four if there is a tactical dispatcher available to support), EMS is estimated to be five or six, and law enforcement is estimated to be six or more (routine incidents, not major incidents). These are subjective numbers. When fire and EMS are dispatched from a single position or the position is responsible for multiple channels, the incidents may decrease. The operational configuration and field use of technology also play a role.

Law Enforcement Dispatch

CPD responded to 36,134 law enforcement incidents in 2023. The average processing time (from field responders being dispatched to the incident until units are available to respond to another incident) for those incidents was a little over 20 minutes.

Calculations based on law enforcement incident volume indicate that two telecommunicators, statistically, are needed to handle the total law enforcement incident volume and NCIC transactions (combined) on 8-hour or 12-hour shifts. Based on the available data, including incident volumes, processing capabilities, and

[27] Generously estimated at 200% to 300% of 911 call volume.
[28] Responsible for answering incoming calls and not other duties such as radio dispatching.

telecommunicator availability, this translates to the need for one dispatch position (not the need for only two dispatchers), which then requires coverage-based calculations to determine baseline staffing requirements.

That said, Celina may want to consider staffing two law enforcement dispatch positions—one primary law enforcement channel handling calls for service and a secondary law enforcement channel handling NCIC transactions and other information requests (e.g., additional resources such as wreckers, utilities, public works, etc.). Staffing two law enforcement positions gives Celina the ability to have a readily available dispatcher who could quickly fill in as a tactical law enforcement dispatcher if the need arises. The second law enforcement dispatcher could also serve as a backup call-taker when radio traffic allows. A second law enforcement dispatcher better positions Celina to absorb the additional workload when regionalizing with other agencies and providing law enforcement dispatch services.

Fire and EMS Dispatch

CFD responded to 1,087 fire-related incidents and 1,664 medical-related incidents in 2023—a total of 2,751 incidents. The average processing time (from field responders being dispatched to the incident until units are available to respond to another incident) for those incidents was a little over 22 minutes for fire incidents and almost 45 minutes for EMS incidents.

Calculations based on fire and EMS incident volume indicate that one telecommunicator, statistically, is needed to handle the total fire and EMS incident volumes (combined) on 8-hour or 12-hour shifts. Based on the available data, including incident volumes, processing capabilities, and telecommunicator availability, this translates to the need for one dispatch position (not the need for only one dispatcher), which then requires coverage-based calculations to determine baseline staffing requirements.

The fire/EMS dispatcher would provide the initial dispatch and would monitor and support fire ground operations and EMS units throughout the duration of the incidents —unless the incident was a multiple-alarm large-scale fire, in which case the incident would be assigned to a separate tactical channel and assigned to a tactical dispatcher.

The tactical fire dispatch position aligns with national standards. NFPA 1225, Section 15.3.2 states, “When requested by the incident commander, a telecommunicator shall be dedicated to the incident and relieved of other duties within the communications center.”[29] Explanatory material for this section states:

> *The issue of communication capabilities and/or failures is cited by the National Institute for Occupational Safety and Health (NIOSH) as one of the top five reasons for firefighter fatalities. The importance of an assigned telecommunicator for specific incidents is a critical factor in incident scene safety. The assignment process should be outlined in specific SOPs within each agency represented in the communications center. This assignment process is further assisted when a command/communications vehicle is being staffed at the incident scene. .*[30]

The Fire Suppression Rating Schedule (FSRS), previously under the Insurance Services Office (ISO),[31] evaluates four primary categories of fire suppression: fire department, emergency communications, water supply, and community risk reduction. The FSRS “measures the major elements of a community’s fire protection

[29] NFPA 1225: Standard for Emergency Services Communications
[30] Ibid.
[31] “Verisk, ISO’s parent company, is unifying all its insurance business … under the Verisk brand.” Verisk Community Hazard Mitigation Services | Verisk's Community Hazard Mitigation Services (isomitigation.com)

system and develops a numerical grading called a Public Protection Classification."[32] Ten points are available for emergency communications. The review focuses on the community's facilities and support for handling and dispatching alarms for structure fires.

Verisk notes:

> *We base our evaluations on nationally recognized standards developed by the Association of Public-Safety Communication Officials International (APCO) and the National Emergency Number Association (NENA). Verisk works very closely with APCO, NENA, the National Fire Protection Association (NFPA), county coordinators, directors, and staff at the communications centers we survey. We've found that the most critical factor in responding to emergencies is telecommunicators. Having a sufficient number of well-trained telecommunicators can make all the difference when responding to an emergency, and our evaluation gives this component the weight it deserves.*

While MCP generally recommends a dedicated tactical position with backup call-taking responsibility, the incident volume is such (an average of 7.5 incidents a day) that a call-taker could have responsibility for tactical fire ground operations when necessary. Regardless of how the position is referenced, a position with tactical and call-taking responsibilities is warranted.

Summary

MCP recommends that all telecommunicators be cross-trained and able to effectively operate at any position in the center from call-taking to police, fire, and EMS radio operations. This will allow for maximum flexibility of personnel in response to changing circumstances in call and incident volumes and complexity.

MCP recommends the following operational configuration:

- *One primary law enforcement dispatcher (no call-taker responsibilities)*
- *One secondary law enforcement dispatcher (call-taker when not actively conducting duties related to the secondary channel)*
- *One fire/EMS dispatcher (call-taker when not actively conducting dispatcher duties)*
- *One call-taker/fire tactical position*
- *One dedicated call-taker (depending on the shift)*

[32] The Public Protection Classification (PPC®) program provides important, up-to-date information about municipal fire protection services in each community we serve … In each of those protection areas, we analyze the relevant data and assigns a Public Protection Classification - a grading from 1 to 10. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire suppression program does not meet our minimum criteria." How the Program Works | PPC | Verisk's Community Hazard Mitigation Services (isomitigation.com)

4.3.2 Shift Configurations

8-hour Shifts

In an 8-hour shift configuration, there are three squads (groups) that support operations 24/7. Shifts are usually days, evenings, and nights. As each shift must cover seven days a week, at any given time about 28% of a shift should be on their scheduled days off. For example, a squad of 10 people covering seven days a week would mean three people are off on any given day in alignment with their respective schedules.

MCP has calculated that staffing one position 24/7 on 8-hour shifts requires six full-time employees (or equivalents)—eight if a turnover factor is considered (see Appendix C).

For an 8-hour shift configuration, staffing four to five positions, allowing leave, and providing breaks requires a minimum of 23 telecommunicators (excluding supervisors); to account for turnover, both natural and forced, a minimum of 30 telecommunicators is necessary. Assuming leave time and regular days off, a shift complement could look like the following:

Table 5: 8-hour Operational Configuration – Staffing by Shift

Days	Evenings	Nights
• Law Enforcement Dispatcher – 1 • Secondary Law Enforcement Dispatcher/Call-taker – 1 • Fire/EMS Dispatcher – 1 • Call-taker/Fire Tactical – 1 • Call-taker/Relief - 1 • Scheduled Days Off – 2 • On Leave – 1	• Law Enforcement Dispatcher – 1 • Secondary Law Enforcement Dispatcher/Call-taker – 1 • Fire/EMS Dispatcher – 1 • Call-taker/Fire Tactical – 1 • Call-taker/Relief – 1 • Scheduled Days Off – 2 • On Leave – 1	• Law Enforcement Dispatcher – 1 • Secondary Law Enforcement Dispatcher/Call-taker – 1 • Fire/EMS Dispatcher/Call-Taker – 1 • Call-taker/Fire Tactical/Relief – 1 • Scheduled Days Off – 2 • On Leave – 1
8 FTEs	**8 FTEs**	**7 FTEs**

12-hour Shifts

In a 12-hour shift configuration, there are four squads (groups) that support operations 24/7. Two squads are assigned to the day shift and two squads are assigned to the night shift. Days off rotate between the squads on days and the squads on nights.

MCP has calculated that staffing one position 24/7 on 12-hour shifts requires five full-time employees (or equivalents)—seven if turnover factor is considered (see Appendix C).

For a 12-hour shift configuration, staffing four to five positions, allowing leave, and providing breaks requires a staff complement of 24 telecommunicators (excluding supervisors); to account for turnover, both natural and forced, a minimum of 28 telecommunicators is necessary.

A shift complement would look like the following in this scenario.

Table 6: 12-hour Operational Configuration

Days x 2	Nights x 2
• Law Enforcement Dispatcher – 1 • Secondary Law Enforcement Dispatcher/Call-taker – 1 • Fire/EMS Dispatcher – 1 • Call-taker/Fire Tactical – 1 • Call-taker/Relief – 1 • On Leave – 1	• Law Enforcement Dispatcher – 1 • Secondary Law Enforcement Dispatcher/Call-taker – 1 • Fire/EMS Dispatcher – 1 • Call-taker/Fire Tactical – 1 • Call-taker/Relief – 1 • On Leave – 1
12 FTEs (6 on each shift)	**12 FTEs (6 on each shift)**

It is important to note that 12-hour shift configurations typically result in employees working 36 hours in one week and 48 hours the following week, resulting in built-in overtime costs. This is dependent on the starting day and time for the workweek pay cycle.

4.3.3 Supervisory and Administrative Staff Recommendations

Director (Department Head Equivalent)

A civilian director would report to the City manager and have direct responsibility for the PSAP. The director would collaborate with agency department heads from the disciplines served to develop policies and procedures for the new PSAP to ensure a high level of service to the citizens and agencies served.

Operations Manager

The operations manager would be a subordinate employee under the director and oversee the supervisors and telecommunicators. The operations manager would assist with managing day-to-day operations including investigations, performance management, workforce management and scheduling, technology, and systems.

Training/QA Manager

The training/QA manager would be a subordinate employee under the director and oversee the new hire training program as well as continuing education training for PSAP personnel. This position would also have direct oversight of the QA review process.

Shift Supervisors

Appropriate and focused supervision of operational personnel is critical. Supervisors can provide oversight to a respective shift and assist floor operations with training, QA, scheduling, and technical support (to the level trained). The positions will directly oversee the telecommunicators and are expected to be well-versed in all disciplines—call-taking, law enforcement dispatch, and fire/EMS dispatch.

Supervisors will provide the following support:

- Coordination and direction during major emergency incidents

- More supervision for diversified complex tasks
- Greater knowledge of laws, procedures, and administrative processes
- Focus on customer service to the public and subscriber agencies
- Improved communications with management, subordinates, and responder agencies
- Problem-solving
- Narrower scope of supervision when implementing new policies and procedures
- Staying abreast of technological changes/advancements
- Single point of contact for responder agencies
- Readily able to identify areas for growth and performance recognition among subordinates
- Document employees' performance for annual/periodic reviews
- Guide new employees who have less training and experience
- Spend more time with subordinates individually, daily
- Identify areas for remedial training, counseling, or discipline, when appropriate
- Address issues upon occurrence, not after the fact
- Set priorities for the completion of daily operational duties
- Delegation of tasks/responsibilities

Ideally, supervisors would be dedicated to supervision of the shift without dispatcher or call-taker responsibilities. However, if this is not feasible, supervisors could be added to the organizational structure, with the assumption that when they are working as a telecommunicator they would staff the least busy position and could provide position relief during telecommunicator breaks.

MCP recommends three supervisors for 8-hour shifts (with shifts configured to provide optimal coverage on the day, evening, and night shifts) and four supervisors for 12-hour shifts (one assigned to each day shift, and one assigned to each night shift) with lead telecommunicators filling in when the supervisor is not on duty.

Lead Telecommunicators/Trainers

A lead telecommunicator is an elevated telecommunicator position that reports to the shift supervisor, supports day-to-day operations, and provides oversight of the shift when there is no supervisor on duty. MCP recommends that Celina use their certified communications training officers (CTOs) as lead telecommunicators. Lead telecommunicators/trainers should be part of the authorized strength with daily responsibilities for call-taking and dispatching.

4.3.4 Initial Staffing Recommendations

The staffing complement illustrated in the following table summarizes the recommended supervisory and administrative staff positions based on best practices as well as the recommended telecommunicator positions based on the staffing calculations in Appendix C.

Table 7: Initial Staffing Recommendations

Ideal to Position for Growth	Optional if Ideal is Not Feasible	Minimum Staffing
Director (1) Operations Manager (1) Training/QA Manager (1) Shift Supervisors (4) Lead Telecommunicators/Trainers (4) Telecommunicators (20)	Director (1) Operations/Training/QA Manager (1) Shift Supervisors (4) Lead Telecommunicators/Trainers (4) Telecommunicators (16)	Director (1) Operations/Training/QA Manager (1) Shift Supervisors (4) Lead Telecommunicators/Trainers (4) Telecommunicators (14)
Staffs 4 to 5 working telecommunicators per shift. This model assumes that shift supervisors have no telecommunicator responsibilities, allowing them to provide direct oversight and supervision of the shift.	**Staffs 4 to 5 working telecommunicators per shift.** This model assumes that one manager would have both operations and training/QA responsibilities. It also includes shift supervisors functioning as working telecommunicators.	**Staffs 4 working telecommunicators per shift.** This model assumes that one manager would have both operations and training/QA responsibilities. The shift supervisors will function as working telecommunicators. This provides coverage for the following positions: • Law enforcement dispatch – 1 • Fire/EMS dispatch – 1 • Call-taker/Relief – 2
31 Staff **(28 Telecommunicators and Supervisors)**	**26 Staff** **(24 Telecommunicators and Supervisors)**	**24 Staff** **(22 Telecommunicators and Supervisors)**

4.3.5 Future Staffing Considerations

Attempting to predict staffing needs five to ten years into the future, or even twenty, is next to impossible, particularly in the current environment. There are just too many unknowns. The 911 industry is amid its transition to NG911, which has introduced “new” media to an industry that has been voice-centric. While text-to-911 statistically has proven to have little effect on the staffing needs of PSAPs, there will be any number of devices with the capability to transmit data to a 911 center—body cameras, drones, smart home devices, personal and industrial sensors—the list can go on. In addition, text messages may contain images and videos. This media will likely require greater processing times depending on the responsibilities of the PSAP and what “data” will be captured by a dispatcher, or perhaps a data specialist.

Celina may experience a decrease in telephone calls and the often-associated incidents due to the various forms of data that could be presented to a dispatcher and the form of presentation. This is not to say that fewer staff will be needed, just that wireline and wireless calls for assistance may be replaced by other forms of

requests. Technology may be developed that allows sensory devices to input data directly into a CAD incident, bypassing a call-taker altogether. Citizens may be able to access incident systems to report events, bypassing a call-taker and entering the system (e.g., law enforcement online reporting) directly.

What is certain is that today's 911 operational environment will no longer be the same. Calls, whether voice or data-infused or a video type, may take longer to process than currently, especially if streaming video is accepted. Now most calls are voice, and call-handling (processing) times are consistent. Depending on the medium of a request in an NG911 environment, the processing time could be extended—which might require additional dispatchers to meet industry standards.

In addition, the positions in a 911 center will likely become more specialized as not all dispatchers will be comfortable handling streaming video, for example. These data specialists will be handling live incidents—if they are accepted in the PSAP—(as opposed to crime analysts who study crime patterns [simplified explanation]). The shape that these positions will take depends on the PSAP and the expectations of served agencies or established partnerships, and whether there is a core complement of staff with these responsibilities.

As the PSAP embraces new media, it is imperative that statistical data (e.g., media type, number of events, answering times, processing times, QA reviews, etc.) be collected for a minimum of six months. This time allows the statistical data to stabilize as there is a learning curve when new technologies, policies, and procedures are implemented. This data can then be used to further define staffing requirements that align with the operational configuration in place at that time.

If these advancements are removed from consideration, one would look at the population demographics and current call and incident volumes to predict what the call and incident volumes may be.

Using the current estimated population data of 42,105[33] and the estimated 2023 911 call volume of 12,260 calls, the average number of 911 calls per population is 0.291. If the population were to grow to 96,472 by 2029 as estimated by Celina Economic Development Corporation[34], for example, 911 calls could exceed 28,000. This represents an overall increase of roughly 15,740 calls—an increase of approximately two calls an hour on average. The increase of about two 911 calls an hour can be absorbed by the recommended staffing configuration.

The same premise can be applied to incidents. The number of law enforcement incidents in Celina in 2023[35] per population is 0.859, and the average number of fire and EMS incidents[36] per population is 0.065. Using an increase in population to 96,472, the number of law enforcement incidents could reach more than 82,869, and the number of fire and EMS incidents could reach more than 6,270. The increases can likely be absorbed by the recommended staffing and operational configurations.

4.4 Technology

Technology is a critical cornerstone in the operations of a PSAP. The evolution from traditional copper phone lines, and manual tracking systems using index cards and peg boards, to today's sophisticated infrastructure, underscores this importance. Modern advancements include Voice over Internet Protocol (VoIP) phone systems and highly efficient CAD systems. Furthermore, the emergence of NG911 capabilities has revolutionized emergency response. NG911 facilitates the transmission of texts, images, videos, and data directly to PSAPs,

[33] Celina Economic Development Corporation - Celina, Texas (celinaedc.com)
[34] Celina Economic Development Corporation - Celina, Texas (celinaedc.com)
[35] 36,134 law enforcement incidents.
[36] 1,087 fire incidents and 1,664 EMS incidents.

significantly enhancing the precision and speed of emergency services. Given these advancements, the meticulous planning, implementation, integration, and maintenance of both current and forthcoming technology have never been more crucial.

Currently, the technology in use by CPD and CFD is primarily provided by and supported by CCSO. A decision by Celina to transition to its own PSAP likely will require leaving the CCSO-supplied applications. In some cases, this infrastructure is dated or near capacity. However, there are some systems that are well maintained and should be considered for future collaboration for cost savings and efficiency.

4.4.1 Call-Handling Equipment

The planned Celina PSAP will need to engage the North Central Texas Emergency Communications District (NCT9-1-1) for approval to become a PSAP within the region. If Celina receives approval, all CHE will be funded by NCT9-1-1. Currently, NCT9-1-1 is using CHE from Solacom. If Celina does not receive the requested approval, it will still be necessary to use Solacom CHE. However, it will be at the City's own cost. This cost must be obtained from NCT9-1-1 as it holds the contractual relationship with Solacom.

4.4.2 Computer-Aided Dispatch

CPD and CFD are currently dispatched by CCSO Dispatch using Athena CAD software from Integrated Computer Solutions (ICS). Units that have a mobile data terminal (MDT) use the MDT software from ICS. There were unverified reports that CCSO is considering replacing its CAD and MDT software.

There were legitimate concerns about the CAD application having the capacity to handle the increased call volume if Celina experiences the planned growth.

The onsite data-gathering session with stakeholders revealed a general dissatisfaction with the ICS CAD and its configuration. This feedback included multiple reports of inaccurate call assignments and unit recommendations. There was a desire to have a CAD system with a more modern feature set with capabilities such as the dispatch of the closest unit by automatic vehicle location (AVL), robust mapping to allow for dispatch by police beats, and the ability to automatically create a shared law/fire/EMS incident (e.g., for vehicle crashes).

If Celina opts for its own PSAP, it will be necessary to start procuring and configuring a CAD system immediately, due to a typical implementation timeline of two years. This system must consider the current unmet needs, desire for new functionality, and capacity needed for higher-than-normal future population growth.

The procurement can be a solo procurement for Celina. However, it is important to note that multiple PSAPs in the region are currently in the process of procuring new CAD systems. This presents an opportunity for a combined purchase—which will produce cost savings and the potential for a more redundant system with a backup—and allow regional partners to support one another in alternate routing or abandonment scenarios. Most CAD procurements take an average of one year to establish a contract with the preferred vendor and at least one year to implement. This timing makes the CAD system one of the early important tasks for a PSAP implementation.

4.4.3 Radio System

Currently, Celina is operating on CCSO's radio system. This system is a nine-site simulcast system integrated with the PAWMCo P25 collaboration radio system, a multi-county public trunked radio system in Collin and Denton counties. Celina currently receives the ability to operate on the system at no additional cost but must pay for its subscriber radios and accessories. If a decision is made to stop receiving dispatch services from CCSO Dispatch, this no-charge use of the radio system will end.

If Celina opts for its own PSAP, MCP strongly recommends that the City pursue a relationship with CCSO to continue the use of the radio system. MCP anticipates a monthly cost of $35 per subscriber radio.

An additional component of the radio system for the PSAP will be the radio consoles at each dispatcher position. These consoles provide the dispatchers with advanced radio capabilities such as the ability to monitor and transmit on multiple talkgroups and patch talkgroups for interoperability.

At a minimum, one console is required at each position to communicate with field units. Some jurisdictions provide a backup radio utilizing a base station, referred to as a consolette.

As Celina migrates to its own PSAP with dispatching functions, it will be advantageous to establish talkgroups that are separate from those currently used with the CCSO system. These new talkgroups will be on the same radio system but will allow Celina units their own radio system capacity. Units will still retain the ability to switch their radios to other talkgroups within the system to communicate with other agencies and jurisdictions if needed. The addition of talkgroups will require system programming through the group managing the radio system as well as the reprogramming of subscriber radios; there will be a one-time cost for this task.

4.4.4 Data Connectivity

The new PSAP will have multiple data connectivity needs—CHE, CAD, radio, and general use. The general data needs will likely be handled with the connectivity already established for the building. The CHE connectivity will be dependent on the relationship between Celina and NCT9-1-1. The connection needed for the CAD system will be a closed network within the building and require independent switching and cabling with a firewall between the CAD network and the general data network. The data network for the radio system will require both a primary and secondary path to the closest tower site. MCP recommends that the primary path is fiber with a preference toward private fiber. The redundant path can be a fiber or microwave-based link.

4.4.5 Voice Recorder

A voice recorder is used within a PSAP to record voice traffic from multiple sources including 911 lines, administrative lines, and radio. Celina should plan for the purchase of a recorder, which depending on future agreement(s) may be funded by NCT9-1-1. Whether funded by NCT9-1-1 or not, Celina should record at its own location so that it has direct access to the recordings.

Funding for this recording system is like the CHE—it will be dependent on the relationship established with NCT9-1-1

4.4.6 Netclock

A netclock ensures the accurate timekeeping in computer networks and on critical systems. It also facilitates the accuracy of timestamps across multiple applications in the public safety environment. All PSAPs should be equipped with a netclock for this capability.

4.4.7 Dispatch Protocols

A highly desired capability from the stakeholders is a QA/QI program which comes from the foundation of a structured protocol system. These types of programs include a series of regulated questions that determine the call type and resources needed to send to an incident. The performance of the call-takers, dispatchers and as the QA/QI program matures, adding evaluations for patient/call outcomes and resources assigned to the response can offer a holistic look into how the continuum of care is working as a whole.

Dispatch protocols are available for medical, fire, and law enforcement incidents from multiple vendors.

4.4.8 Law Records Management System

Law enforcement agencies use law RMS to document incident activities, complete incident reports, and handle mandated reporting, to name a few; there are other modules that track other police functions. These modules include tracking, sex offender tracking, use of force, ticketing/citations, and data analysis. Currently, CPD uses a law RMS provided by CCSO. This capability may be lost if Celina ends its call-taking and dispatch agreement with CCSO.

Although law RMS is not considered PSAP technology, it is presented in this report because of its relationship to the CCSO dispatch agreement. Many law RMS are interfaced with the CAD system to extract call and incident data automatically. This should be considered as part of a CAD procurement for efficiency and cost savings.

4.4.9 Cost Estimates

Table 8: Cost Estimates for PSAP-Related Technology

Section	Capability	Estimated Cost
4.4.1	CHE (per seat)	
	Monitor	$500
	PC	$1,500
	Position Audio Control	$2,750
	StreamDeck	$250
	Handset	$200
	CHE Software License	$11,200
	CHE Maintenance (5-year)	$10,000
	Dispatch Mapping (3-year)	$5,000
	Imagery (1-year)	$3,572
	Data Analytics (1-year)	$1,500
4.4.2	CAD System	$700,000 – $1,200,000
4.4.3	Radio System – Subscriber Radio Access	$35 per radio per month
4.4.3	Radio System – Dispatcher Consoles	$100,000 per console
4.4.3	Radio System – System Reprogramming	$75,000 (one time)
4.4.4	Data Connectivity – CHE	Dependent on NCT9-1-1
4.4.4	Data Connectivity – CAD	$300,000

Section	Capability	Estimated Cost
4.4.4	Data Connectivity – Radio	$450,000
4.4.5	Voice Recorder	Dependent on NCT9-1-1
4.4.6	Netclock	$45,000
4.4.7	Dispatch Protocols	$50,000
4.4.8	Law RMS	$400,000 or suite with CAD

4.5 Facilities

PSAP facilities are conducive to an efficient, safe, and functional work environment that promotes employee satisfaction and increases performance. These employees work 24/7 during all incidents and events that happen in the jurisdiction. The PSAP facility is also the location where technology is housed and used.

The following sections describe the most common facility needs for a PSAP. It is important to recognize that facility needs are often more robust than that of a standard office-type structure and are held to standards implemented by multiple organizations (e.g., NFPA, National Electrical Code [NEC], etc.).

4.5.1 Console Positions

A console position is the work location for call-takers, dispatchers, and supervisors. As these desks and chairs are usually occupied 24/7, they must be sturdier, more ergonomic, and have more features than the average business desk and chair. Ideally, console positions will be allocated a minimum of 8 feet by 8 feet of space. The most common space allocation is 10 feet by 10 feet. There must be provisions for power, grounding, and data cabling to reach the position.

4.5.2 Structured Cabling

Structured cabling is the infrastructure related to bringing data cabling into the PSAP data center and then to the console positions within the PSAP. This cabling should follow all current, applicable standards of the Telecommunications Industry Association (TIA) and the National Electrical Code (NEC) and any local requirements. MCP strongly recommends that Celina engage contractors who are familiar with these standards when completing work in the PSAP.

4.5.3 Power and Grounding

Continuous and uninterrupted power to the PSAP is one of the most important resources needed. This requirement is provided using a combination of street electrical power, backup generators, uninterruptible power supply (UPS), and other redundant systems. If possible, it is preferable to have multiple power feeds coming to the building from different sources.

The building has a robust backup generator in place. MCP suggests one generator dedicated to the PSAP and data center with a transfer switch; the City has confirmed it will have these.

During interviews it was unclear if the building will have the switching in place to allow the hookup of a portable generator. This would provide a valuable redundant capability.

A UPS dedicated to the PSAP and data center is an important component of high-availability infrastructure. The UPS cleans and filters and provides surge protection to the street power supply to prevent damage. The provided UPS would ideally be wired to handle all critical infrastructure to keep the needed systems powered until the generator is online and supplying power.

4.5.4 Administrative Office Space

The PSAP must have an appropriate amount of administrative office space to support operations. This includes office space for leadership, supervisory staff, and QA and training staff.

Common spaces such as locker rooms, break/lunchroom, quiet room, and a mother's room are needed. In some cases, these common spaces can be shared with other building occupants. However, the City must consider other factors such as the PSAP operating 24/7 when other parts of the building are closed and the need to restrict parts of the building for security and confidentiality. These needs may require duplication of some spaces in the PSAP footprint.

4.5.5 Location and Growth Considerations

Celina is predicted to experience a higher-than-average population growth over the coming years. This growth will have a direct impact on call volume and a need for public safety agencies to increase services. Ultimately, this will require an expansion of the PSAP size, staffing levels, and physical building space. At present, CCSO Dispatch occupies the entirety of its allocated space within the building, leaving minimal space for expansion to accommodate additional capacity.

Given Celina's projected growth, it becomes imperative for the newly built PSAP to contemplate an expansion of at least 50% to efficiently manage the anticipated surge in demand. Without this necessary expansion, the newly built PSAP faces the risk of exceeding its capacity, unable to meet the escalating needs of the community it serves.

MCP strongly recommends that the stakeholders continue to reevaluate modification options such as space for PSAP administrative offices, locker and breakroom areas for the PSAP, and a dedicated training room if possible as CPD's new facility construction is underway and as other City locations start or are expanded. The City needs to consider lead times for construction and materials to avoid a situation where the PSAP is undersized for its role. While this estimate will change over time, current national averages for renovations for public safety purpose-built facilities are $750 per square foot.

4.5.6 Cost Estimates

There are several items to note and considerations that can impact the following cost estimates, including:

- Workstation/console furniture: Estimate is in addition to the technology cost estimates in section 4.4.9
- Generator: Estimate includes the automatic transfer switch but is dependent on the size and load needed as well as redundancy requirements.
- UPS: Cost is dependent on size and load needed as well as runtime which the standard is 15 minutes.

- Audio visual: Cost is dependent on design and square footage.
- Security and access control: Cost is dependent on design and square footage.

Table 9: Cost Estimates for PSAP Related Facilities and Infrastructure

Section	Facility / Infrastructure	Estimated Cost
4.5.1	Dispatch Consoles	$100,000 per position
4.5.1	Workstation/Console Furniture	$25,000 to $32,000 per position
4.5.2	Structured Cabling	$80,000 to $100,000
4.5.3	Power - Generator	$375,000 to $500,000
	Generator Switchboard	$150,000
	Transfer Switch	$135,000
4.5.3	Power – UPS	$285,000
4.5.4	Security and Access Control	$300,000 to $500,000

4.6 Regional Governance and Cost-Sharing Models

While MCP focused its attention on the feasibility of Celina's desire to become operationally independent with its own primary PSAP, the City recognizes that there may be opportunities to provide regional dispatch services to neighboring agencies. While practical, MCP also understands that Celina may need to achieve thresholds before NCT9-1-1 will approve the addition of another PSAP into its system and offer funding for 911 CHE and other peripheral equipment services (voice/data logging, 911 database management, training, etc.).

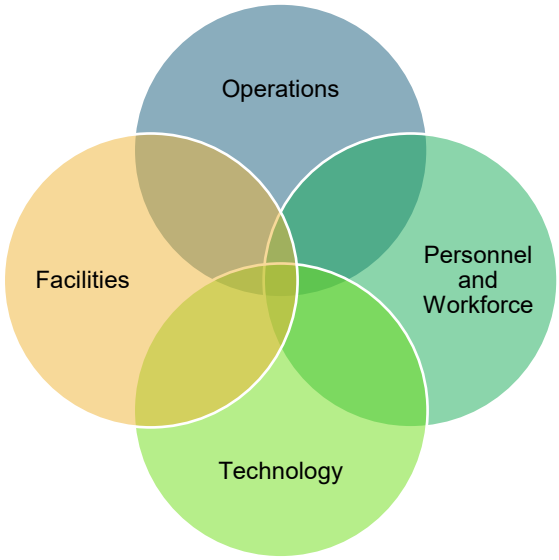
MCP suggests that Celina begin to actively pursue funding and grant opportunities, which, if successful, could offset the initial costs of standing up a new and progressive PSAP until such time that NCT9-1-1 approves funding for Celina's PSAP and any future contractual agreements with partner agencies are established.

Forming a regional PSAP generally includes agreements and partnerships with relevant entities to conduct business (e.g., intergovernmental agreements [IGAs], memoranda of understanding [MOUs], and service level agreements [SLAs]). These agreements are binding and explicitly identify terms and conditions, commitments, and performance expectations while providing a construct for all parties (see Appendix B for examples of governance and cost-sharing models).

4.7 Timeline

There are four symbiotic elements of implementation, based on the findings and recommendations contained in this report, that could offer an implementation roadmap for Celina:

- Operations
- Personnel and Workforce
- Technology
- Facilities



Although each element is interrelated and may be executed sequentially, MCP recommends they be undertaken concurrently given the current timeline. There will be various initiatives to be deployed within each element and, while not listed, are assumed. With that assumption, while aggressive, a target date of spring 2026 for the PSAP to go live could be achieved.

Developing a PSAP model where Celina can process its own 911 calls for service and dispatch the appropriate resources should serve Celina's community well into the future by providing a high level of service. Developing its own policies, procedures, and training program will provide Celina with the opportunity to instill an organizational culture of its choosing. Administrative staff should be hired at least 12 months before go live to assist with creating the policies and procedures and developing and executing training and QA programs.

Stakeholders must recognize that the successful deployment and seamless integration of public safety technologies are not merely beneficial but critical to the overall success of the project. It is imperative that they anticipate and strategically plan for potential disruptions that could hinder traditional technology implementations. Such disruptions might include constrained timelines, supply chain issues affecting equipment acquisition, or delays in facility construction. Preparedness for these contingencies through comprehensive risk management and adaptive planning is key to ensuring that the project remains on track and delivers its intended outcomes.

5 Summary

MCP affirms that it is feasible for the City to implement an independent PSAP and that it is logical to do so.

Establishing an independent PSAP offers Celina (and any participating agencies) an opportunity to prepare, improve, and sustain an exemplary level of service for both field responders and the citizens they serve.

MCP anticipates that an operational framework that empowers Celina to choose innovative and distinctive processes to manage its 911 calls for service, dispatch resources, and adhere to QA standards will offer enhancements and marked improvement. Such improvements are anticipated to benefit both field responders and citizens alike, ensuring a more responsive and effective system in the long term. Furthermore, this approach affords the City the valuable opportunity to develop and nurture an organizational culture that aligns

with its values, aspirations, and strategic plan while flourishing as a close-knit, ever-growing Celina family during the explosive and planned growth of the city[37].

To help guide success over the long term, MCP encourages Celina to move forward with the priority recommendations found in Appendix A.

[37] https://www.celina-tx.gov/1541/Strategic-Plan

Appendix A: Priority Considerations and Recommendations

PSAP Priority Recommendations
Governance and Organizational Structure • Identify all necessary PSAP leadership roles, requirements, and associated duties in preparation for recruiting. • Immediately recruit and hire a civilian PSAP director who will then serve as the project manager for the implementation of the new PSAP and oversee the transition process from CCSO. • Recruit and hire for PSAP leadership roles at least 12 months before go live. **Operations** • Develop PSAP-specific policies and a rhythm for auditing and modifying them in collaboration with field personnel or leadership. • Identify if the PSAP will use a vendor or create scripted call-processing protocols. • Develop a robust QA program. • Identify QA expectations by way of key performance indicators. • Develop a cross-discipline training program. **Personnel and Workforce** • Using the findings in this report, recruit and hire for optimal staffing coverage and assignments. • Configure operations to support two 24/7 law channels, one 24/7 fire channel, one 24/7 call-taking/tactical channel, two to three call-takers, and one supervisor (non-working) or lead. • Evaluate if non-dispatch tasks can be accomplished outside of the PSAP before assigning them to the PSAP. **Technology** • Identify and immediately start procuring the required systems, radio, technology, and furniture needs such as chairs, workstations, CAD, logging recorder, and netclock. • Identify funding sources and/or any shared opportunities to reduce costs and enhance efficiency. • Purchase radio consoles and create talkgroups on the radio system.

PSAP Priority Recommendations
Facilities • Identify the placement of equipment and technology to be installed in the new facility. • Continue to evaluate potential options for expanding the PSAP in preparation for future growth and any construction lead time. • Consider adjustments to building security and/or restrictive areas that may require accessibility for the 24/7 PSAP. • Have backup plans and redundancy in place before implementation to ensure PSAP sustainability. • Confirm that cabling follows all current, applicable standards by engaging contractors who are familiar with standards requirements.

Appendix B: Governance and Cost-Sharing Models

Governance Base Models

Good governance has several major characteristics. These characteristics define how governance should be formed, what features should be considered essential, and how to achieve that vision in the governance framework. Generally, governance should be "participatory, consensus oriented, accountable, transparent, responsive, effective and efficient, equitable and inclusive, and follows the rule of law."[38] Good governance is responsive to its stakeholders and the needs of the organization, exercises vision in policy-setting and decision-making, and helps safeguard that the best interests of all stakeholders are considered.

The following characteristics, attributes, and activities are typical of effective governance structures:

Table 10: Characteristics of Good Governance

Elements of Good Governance	
Follows the Rule of Law	Good governance requires fair legal frameworks that are enforced by an impartial regulatory body for the full consideration of stakeholders.
Transparency	Transparency means that information should be provided in easily understandable forms and media; that it should be freely available and directly accessible to those who will be affected by governance policies and practices, as well as the resulting outcomes of their governance action; and that any decisions made or enforced comply with agreed-upon rules and regulations of the governing body.
Responsive	Good governance expects that organizations and processes are designed to serve the best interests of the stakeholders.
Consensus Oriented	Good governance seeks to understand the different interests of stakeholders to reach a broad consensus on what is in the best interest of the entire stakeholder group and how decisions and policies can be sustainable and practical.
Equal and Inclusive	The organization that provides the opportunity for its stakeholders to maintain, enhance, or generally improve their contribution to their destiny provides the most compelling reason for existence and value to the community of interest. Including all significant stakeholders in the process of governance creates the most effective organization.
Effective and Efficient	Good governance meets the needs of its stakeholders. This means that the processes implemented by the organization to achieve successful results address the requirements of its stakeholders while making the best use of resources—human, technological, and financial.

[38] https://www.diligent.com/resources/blog/what-constitutes-good-governance

Elements of Good Governance	
Accountable	Accountability is a key principle of good governance. Accountability should be documented in policy and clarified in roles and responsibilities. Generally, an accountable organization is one that is responsible for those who will be affected by its decisions or actions.
Participation	Inclusive participation, either directly or through representation, is a key cornerstone of good governance. Participation needs to be informed and organized, including the ability and encouragement to freely contribute concern for the best interests of the entire organization and the 9-1-1 community in general.

When considering governance, MCP includes in its reviews a variety of governance structures that other PSAPs have implemented, along with academic and professional industry models[39]. For this discussion, MCP reviewed several options, each with strengths and challenges, to provide decision-makers with unbiased information for which option could be the most appropriate and would provide an effective level of operational oversight.

All options should be considered in relation to the others, and all considerations should be weighed. For instance, cost should not be the only guiding factor. MCP has found through previous interviews and discussions with other PSAPs and stakeholders that most indicated cost, although important, could be accepted if quality service was associated with it.

Examples of governance options when bringing in outside partners are described at a high level in the following sections.

Host Agency with Contracted Services

Participating entities are part of an existing public safety organizational structure of law enforcement, fire, and EMS agencies, usually the agency with the largest call volume or modern facility that can support hosting all member agencies. While the host agency absorbs and operates the contracting agency's PSAP services, the contracting agency often appoints a point of contact within the reporting structure—such as the agency chief or a contract administrator/liaison—to provide accountability and promote collaboration with the host agency.

PSAP management typically reports as part of the current organizational structure under the authority of the hosting city, agency sheriff, police chief, or fire chief.

Table 11: Host Agency with Contracted Services

Strengths and Opportunities	Challenges and Risks
The host agency provides leadership and management from within its current staff, thereby eliminating the time and new funding needed to hire additional leadership staff.	During any consolidation, there is a concern associated with the loss of direct control over PSAP personnel and dispatch services.

[39] The research includes subject-specific, regional, conventional, and leveraged approaches along with traditional, operational, collective, management, Carver, and advisory models.

Strengths and Opportunities	Challenges and Risks
The host agency has established administrative, operational, and technical resources within the county/municipal/public safety entity structure. Examples include HR, training, facility maintenance, and network support.	Perception can exist that the host agency does not view the needs of the contracting agency with the same importance and that the contracting agency receives a lesser level of service than the host agency.
Buy-in for consolidation may be better received when the suggested host PSAP is already dispatching the disciplines served by the contracting agencies. Buy-in can be enhanced further when the contracting agency also is housed within the same type of agency (e.g., police department to police department rather than fire department to police department or even police department to sheriff's office).	Although the current political environment may be conducive to a contractual arrangement, changes in leadership and political agendas over time can create challenges regarding oversight and service level expectations. Such an environment can strain relationships and exacerbate existing stressors. To mitigate this risk and protect all parties, a detailed governance document is required.
	Although the potential host agency might have the best technology and facility, it is important to evaluate the current political climate so there is mutual agreement between all levels of leadership.

Intergovernmental Agreement (IGA) with Advisory Board

Like the contracting structure described above, participating entities are part of an existing public safety organizational structure of law enforcement, fire, and EMS agencies, usually the agency with the largest call volume or modern facility that can support hosting all member agencies. However, this model advances governance beyond one-to-one contracts to develop partnerships within a governance structure. Such a structure would leverage a standardized governance agreement that promotes collaboration by including representatives from each participating agency.

In this structure, PSAP management typically reports as part of the current organizational structure under the authority of the hosting agency, sheriff, police chief, or fire chief and receives advice and guidance from an advisory board. Participating agencies commit to appointing representatives who will serve on the advisory board, which traditionally is composed of public safety officials concerned with day-to-day PSAP operations. The advisory board works closely with the PSAP director to establish operational procedures. Typically, the host agency is not bound by the decisions of the advisory board, which does not have supervisory authority over the PSAP director.

Table 12: Partnership Agreement with Advisory Board

Strengths and Opportunities	Challenges and Risks
PSAP management has a clear reporting structure within the host agency.	During any consolidation, there is a concern associated with the loss of direct control over PSAP personnel and dispatch services. This challenge can

Strengths and Opportunities	Challenges and Risks
	be mitigated by strong, positive communication between the advisory board and the PSAP director.
The hosting PSAP has established administrative, operational, and technical resources within the county/municipal/public safety entity structure. Examples include HR, training, facility maintenance, and network support.	Leadership personnel will require technical and operational skills specific to the PSAP environment. Without adequate succession planning, turnover in leadership positions can create a significant risk.
This model includes an advisory board comprised of public safety officials concerned with day-to-day PSAP operations. The advisory board can include municipal and community representatives if desired. This board has advisory input only.	Even though the board is only advisory in nature, the risk still exists that the PSAP can be impacted by political agendas and changes in direction that result from a lack of participation and turnover in the advisory board.
The PSAP director has the support and advice of an advisory board to remove roadblocks and champion efforts. The advisory board also can assist with complaints and disputes arising from QA and can make QI recommendations.	
This structure mitigates the risks and challenges associated with one-to-one contracts with individual participating agencies as they become part of the consolidated organization.	
This model provides the opportunity to formalize governance documents and pricing structures that are predictive and equitable with future participating agencies. For existing contracts, the opportunity exists to renegotiate or amend the contracts to bring them into the new structure.	

Cost-Sharing Models

Identifying a funding method is a complicated task for independent PSAPs that, through the sharing of services, have created a regional communications system that provides a combination of call-handling and dispatch services for each other. A key goal should be the fair and equitable funding of services—particularly relating to call dispatch—across all member jurisdictions.

Population

The population-based cost-allocation model involves assessing a share of operational costs based on the population within each jurisdiction. Using this method, member jurisdictions would be assessed a portion of the operational cost on a per-capita basis. The projected operating budget is divided by the total population to

determine an average-per-person assessment. While several adaptations of a population-based model are possible, MCP recognizes that this model may be more suitable in areas where population data and response agencies are defined clearly by municipal boundaries.

Activity Volume

Cost assessment based on activity is a common method that is used to fund shared services PSAPs. Routine PSAP activities may be tracked and documented, including:

- Incoming 9-1-1 calls
- Incoming 9-1-1 and 10-digit calls
- Dispatched incidents
- Field-originated calls
- Radio transmissions

Activity-based costs can be derived using two methods. The first involves tracking the activity volume associated with each member agency. The entity is assessed by the cost of provisioning specific services based on actual use. The second method involves averaging the volume of activity across all participating jurisdictions or agencies. As an example, PSAPs would document the number of 9-1-1 calls received annually. The annual operating budget can be divided by the number of 9-1-1 calls to derive a per-call cost. Each entity would then contribute a share of the cost based on the average overall system usage.

Maintenance of Effort

In this model, each agency contributes an equal portion of the operating budget based on the straight division of the total costs among all member agencies. Though rarely used as a standalone model, this model is the most simplistic in terms of cost distribution. The governing entity must determine the basis of the cost allocation, similar to the activity-based method.

Ad Valorem

This method uses the tax valuation of properties located within each jurisdiction as the basis to determine the level of contribution. This is generally accomplished using an equalized assessed value (EAV), which is the application of the state's equalization factor to the assessed value of a parcel of property. Tax bills are calculated by multiplying the EAV (after any deductions for homesteads) by the tax rate.

This method fails to account for the taxing overlay of EMS and municipal jurisdictions. Additionally, some municipalities do not levy a tax on the EAV and, subsequently, would not have a revenue source to contribute without a push for a local legislative change.

An ad valorem basis model would not accurately account for activity in the case of a distressed municipality. If there is an area that has a higher-than-normal call volume due to higher crime or an increased workday population, it may not necessarily be reflected in property values. It is possible, in this case, to have a suburban bedroom community with higher property values, yet less of a demand for service, paying more than another municipality that has a higher demand for service.

Resource

This method is based on the number of public safety resources (e.g., personnel, apparatus, stations) that each member agency possesses. This method is based on the assumption that resources are closely aligned with activity and demands on the communications system.

When using resources as the basis for cost sharing, it is typical to use salary mid-points of communications personnel for the calculations, whereas it is typical to use the total number of personnel when field responders are used.

Hybrid

Any method described could be combined, either by discipline (law, fire, and EMS) or by jurisdiction if it is advantageous to the governance body; for instance, a hybrid of the Activity (call volume) method that also separates access charges and divides them among the law enforcement entities (Maintenance of Effort).

Another scenario is to use a multi-phased approach with a funding formula that considers several factors and divides the funding needs first by discipline (law, fire, and EMS), then uses the Ad Valorem method for fire protection districts and the Resource method for law enforcement agencies.

Intergovernmental Agreement

Intergovernmental partnership agreements identify the process for handling executive-level decisions—such as budget approvals and personnel promotions—for the organization.

The agreements essentially lay the foundation for how each agency participates in the consolidation (or regionalization) and may include the following:

- Authority
- Purpose of the agreement
- Baseline for terminology and definitions
- Scope of services
- Responsibilities and expectations of all participating communities
- Pricing structure to include initial consolidation/regionalization costs and predictive ongoing fees for services
- Onboarding and integration planning, including the outlook for existing PSAP personnel
- Performance standards and reporting
- Change management
- Authority of host PSAP to manage financial and personnel matters
- Terms and general provisions

Memorandum of Understanding (MOU)

MOUs will be used to establish backup services for 911 call-processing and dispatch services. The MOUs will establish responsibilities for the backup PSAP(s) that will receive 911 calls and establish procedures for delivering the calls for service to field responders.

Service Level Agreement (SLA)

SLAs are a critical component of any technology contract with a vendor. SLAs articulate vendor responsibilities and levels of services, as well as remedies when services are not delivered as contracted.

Appendix C: Supporting Staffing Data

NENA and APCO both have tools to assist in determining baseline staffing. PSAP data is measured and used as a basis for projecting the number of public safety telecommunicators (i.e., call-takers and dispatchers) and supervisors required to adequately handle the call and incident volumes and meet and/or exceed national call-answering standards. Two approaches to staffing calculations are volume- and coverage-based positions.

- Volume-based is dependent on the respective activity levels in the PSAP, which determine the employees needed to fill a position. In essence, the workload (e.g., incoming calls, incidents) determines the number of individuals that will be scheduled for each shift to handle the volume of work.
- Coverage-based refers to a position that must be staffed regardless of the volume of work at the respective position. The position could be staffed 24/7 or just certain hours of the day.

For most small PSAPs, dispatch positions are coverage-based positions. Conversely, call-take positions, without dispatch responsibilities, are likely to be volume-based positions—meaning the number of staff necessary to answer incoming calls may fluctuate based on historical incoming call data. There is often a greater need during business hours and early evening hours, for example, than overnight hours.

Other factors also play a role in forecasting staffing, including available work hours, utilization, and turnover rates.

Available Work Hours

This is simply the number of hours a telecommunicator is available to work during a year. It is necessary to determine the number of days in 12 months that an employee is *scheduled* to work. Telecommunicators working an 8-hour shift will normally work 260 days (2,080 hours) based on a 40-hour workweek. Those working a 12-hour shift will normally work 182 days (2,184 hours) based on a 4-on/4-off schedule or the common 2-on/2-off/3-on/2-off/2-on/3-off schedule. Other schedules yield similar work hours.

Subtracted from this figure is any time that a telecommunicator is away from their assigned duties. This time includes vacation, holiday, sick, and personal leave; training; military leave; and other activities. (Each leave category is averaged for all telecommunicators for 12 months.) The result is the work hours (net) an employee is available to work during a calendar year. For the exercise of forecasting staffing, MCP used 250 hours, which aligns with industry trends of between 200 and 300 hours of time off used annually.

Based on 250 average leave hours used annually, telecommunicators on an 8-hour shift schedule are available to work 1,830 hours, while telecommunicators on a 12-hour shift schedule are available to work 1,934 hours. These figures exclude any meals or breaks, which would lower the hours available work hours.

Utilization

Utilization is, simply, the proportion of available time that something is operating. In staffing calculations, utilization measures the percentage of time that staff (telecommunicators and supervisors) are available to work each shift. This is calculated by taking a respective shift length and subtracting the time allotted away from a position during the shift, such as for meals and breaks. MCP used an industry norm of 60 minutes for 8-hour

shifts and 90 minutes for 12-hour shifts, as it is reasonable to assume employees will take a meal break and step away from the console.

Another factor for consideration is duties not related to the specific activities of the PSAP, such as responsibilities related to warrant entry, for example. (Some agencies may wish to include a buffer of two to three minutes an hour to allow staff to decompress or debrief after stressful calls; this is specific to an agency.) For this analysis, MCP included three minutes per hour that the telecommunicators are busy doing activities other than call-taking and dispatching. The resulting calculation is the utilization rate—the percentage of time each shift that staff is *available* to do their respective job. The utilization rate is then applied to the available work hours to determine the true availability of a telecommunicator.

The utilization rate is 83%, which aligns with the preferred range of 80% to 85%. When considering the available work hours, which factor in leave time, the true availability of telecommunicators on an 8-hour shift schedule is 1,521 hours annually, while the true availability of telecommunicators on a 12-hour shift schedule is 1,608 hours annually.

Turnover

Turnover is often referred to as attrition, but there is a distinct difference. Simply put, when turnover occurs, the organization seeks someone to fill the position; with attrition, the vacancy is left unfilled, or the position is eliminated altogether. Turnover is usually sudden and unanticipated, whereas attrition can be anticipated, such as retirement. The formulas to calculate turnover and attrition are the same.

APCO commissioned a study of communications centers across the country "to address the chronic problems of understaffing and turnover that exist within the field of emergency communications."[40] The study, published in 2018, found the average retention rate at that time to be 71%, for an attrition rate of 29%.

A recent survey conducted by the International Academies of Emergency Dispatch (IAED) and the National Association of State 911 Administrators (NASNA) found that nearly one-third of the 774 respondents reported high vacancy rates in their PSAPs in 2022. "Vacancy rates varied, but nearly every center experienced some unfilled positions: 166 centers reported a vacancy rate ranging from 30% to 49%; 92 reported a vacancy rate between 50% and 69%; and 13 said 70% or more of their positions were unfilled."[41]

Performance Metrics

Performance metrics measure the operational efficiency of the PSAP with targeted goals and established standards. Throughout the country, PSAPs adopt and use industry standards and best practices to assure the effectiveness of the agency and that the best possible service is provided to citizens and first responders. Measurable standards create an objective view of 911 operations and provide for consistent interactions with the served public and first responders. The most common metric involves the average time it takes a PSAP to answer its incoming emergency calls. PSAPs typically try to align their call-answering goals to either NENA or NFPA standards, which are closely aligned, and, if applicable, call-processing times to NFPA standards.

[40] "Project RETAINS: Staffing and Retention in Public Safety Answering Points (PSAPs): A Supplemental Study." APCO Project Retains, APCO International. https://www.apcointl.org/resources/staffing-retention/project-retains/
[41] https://www.911.gov/newsletters/issue-14/survey-more-than-half-of-911-centers-face-staffing-crisis/

NENA-STA-020.1-2020, *NENA Standard for 9-1-1 Call Processing*, states, "Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within (≤) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls WILL be answered within (≤) twenty (20) seconds."

NFPA 1225, *Standard for Emergency Services Communications,* 2021 version states, "Ninety-percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of events shall be answered within 20 seconds."

Another metric is the abandoned call rate. An abandoned call is defined by NENA as "an emergency Call in which the caller disconnects before the call can be answered by the Public Safety Answering Point (PSAP)."[42]

Every center will experience abandoned calls; the goal is to keep them as low as possible. There are many reasons for abandoned calls, including those who "pocket dial," realize they have misdialed, or become frustrated waiting for an answer and hang up. When staff are on another line, incoming calls cannot be answered right away. Regardless of the reason, this creates additional work as staff must try to re-establish contact with the caller to determine if there is an actual emergency.

There is no industry metric for a "normal" number of abandoned calls. In MCP's experience, an abandoned call rate of 8% percent or less is attainable when a PSAP is appropriately staffed. In the *2021 Talkdesk Global Contact Center KPI Benchmarking Report,* the average abandonment rate for government and the public sector in 2020 was 7.44%.[43] MetricNet, a performance benchmarking company in McLean, Virginia, for IT and call centers, suggests an optimal range for abandoned calls is between 4% and 7%.[44] More recently, 8% to 10% is the average abandonment rate for some industries.[45] While the focus of these companies is on the service industry, not the 911 industry, there is a correlation between the two. The industries are answering calls from the public in response to their stated mission or objective.

Typically, MCP uses the NENA staffing tool to forecast dispatch requirements and the NENA staffing tool in concert with Erlang C calculations to forecast call-handling requirements. Erlang C calculations use a mathematical equation to determine the number of call-takers needed, based on the number of incoming calls, the service level to be achieved, and the time it takes to process each call.

As the calculations yield baseline requirements, MCP also explores shift dynamics to further define staffing requirements. For example, if four dispatch positions and five call-take positions must be staffed 24/7, each shift will need additional personnel to meet relief factors (breaks/meals and leave). MCP considers that and other factors that may impact a PSAP.

Based on the provided data and industry norms, staffing one position 24/7 in the Celina PSAP will require a minimum of six to eight people (if staffing for average turnover) for 8-hour shifts and six to seven people (if staffing for turnover) for 12-hour shifts, as shown in the following tables.

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[42] "Abandoned Call," NENA Master Glossary of 9-1-1 Terminology, National Emergency Number Association, January 20, 2020, pg. 18 of 206. https://www.nena.org/page/Glossary
[43] Talkdesk is a cloud contact center. Call Center KPI Benchmarking by Industry 2021 Infographic | Talkdesk
[44] "Call Abandonment Rate," MetricNet, May 23, 2012, http://www.metricnet.com/call-abandonment-rate.
[45] Call Center Abandon Rate: What It Is And Why It Matters More In 2022 - (pipes.ai)

Table 13: Coverage on 8-hour Shifts

A	1	Total number of console positions to be covered
B	24	Number of hours per day that need to be covered
C	7	Number of days per week that need to be covered
D	52	Number of weeks per year that need to be covered
E	8,736	Total hours needing coverage (A x B x C x D)
Telecommunicator Availability:		
F	1,521	True Availability per Telecommunicator
Staff Needed:		
G	5.7	Base estimate (FTE) = E / F
H	29%	Turnover Rate
I	7.4	Required to accommodate turnover

Table 14: Coverage on 12-hour Shifts

A	1	Total number of console positions to be covered
B	24	Number of hours per day that need to be covered
C	7	Number of days per week that need to be covered
D	52	Number of weeks per year that need to be covered
E	8,736	Total hours needing coverage (A x B x C x D)
Telecommunicator Availability:		
F	1,608	True Availability per Telecommunicator
Staff Needed:		
G	5.4	Base estimate (FTE) = E / F
H	29%	Turnover Rate
I	7.0	Required to accommodate turnover

No one algorithm conclusively determines staffing requirements as the data used are snapshots in time (often averaged), and it is not as simple as “plugging in numbers.” It is a layering process of baseline determinants, shift dynamics, operational configurations, the application of industry trends, and industry subject-matter expertise, yielding a recommendation from an objective third party. Ultimately, final staffing determinations are with an agency as proper staffing is finding that balance between service-level expectations and fiscal constraints.

Volume-based Calculations for Dispatch Positions

Table 15: Law Enforcement Volume-based Staffing

	8-hour Shifts	12-hour Shifts	Law Enforcement Dispatcher Volume
A	36,134		Total law enforcement incident volume
B	6		Number of simultaneous incidents that can be handled by one dispatcher[46]
C	6,022.33		Incident volume adjusted (A / B)
D	0:20:31		Estimated average processing time for this position
E	2.92		Hourly processing capability (HPC) = 1 hour / D
	1:00:00		Hour
F	2,059.30		Workload in hours (W) = C / E {calls per hour handled}
			Dispatcher Availability
G	1,521	1,608	True availability per dispatcher
			Full-time Staff Needed
G	1.35	1.28	Base estimate (FTE) = F / G
H	29.0%	29.0%	Turnover rate
I	1.75	1.65	Required to accommodate turnover

[46] Represents dispatched and field-initiated calls.

Table 16: NCIC Volume-based Staffing

	8-hour Shifts	12-hour Shifts	NCIC Dispatcher Volume
A	72,562[47]		Total NCIC volume
B	2		Number of simultaneous incidents that can be handled by one dispatcher
C	36,281.00		Incident volume adjusted (A / B)
D	0:00:45		Estimated average processing time for this position
E	80.00		Hourly processing capability (HPC) = 1 hour / D
	1:00:00		Hour
F	453.51		Workload in hours (W) = C / E {calls per hour handled}
			Dispatcher Availability
G	1,521	1,608	True availability per dispatcher
			Full-time Staff Needed
G	0.30	0.28	Base estimate (FTE) = F / G
H	29.0%	29.0%	Turnover rate
I	0.38	0.36	Required to accommodate turnover

[47] This number was derived from calculating the percentage of CCSO dispatch law enforcement call volume attributed to Celina police department and applying that percentage to the total CCSO dispatch NCIC transactions.

Table 17: Fire Volume-based Staffing

	8-hour Shifts	12-hour Shifts	Fire Dispatcher Volume
A	1,087		Total fire incident volume
B	4		Number of simultaneous incidents that can be handled by one dispatcher[48]
C	271.75		Incident volume adjusted (A / B)
D	0:22:22		Estimated average processing time for this position
E	2.68		Hourly processing capability (HPC) = 1 hour / D
	1:00:00		Hour
F	101.30		Workload in hours (W) = C / E {calls per hour handled}
			Dispatcher Availability
G	1,521	1,608	True availability per dispatcher
			Full-time Staff Needed
G	0.07	0.06	Base estimate (FTE) = F / G
H	29.0%	29.0%	Turnover rate
I	0.09	0.08	Required to accommodate turnover

[48] Represents dispatched and field-initiated calls.

Table 18: EMS Volume-based Staffing

	8-hour Shifts	12-hour Shifts	EMS Dispatcher Volume
A	1,664		Total EMS incident volume
B	6		Number of simultaneous incidents that can be handled by one dispatcher[49]
C	277.33		Incident volume adjusted (A / B)
D	0:44:27		Estimated average processing time for this position
E	1.35		Hourly processing capability (HPC) = 1 hour / D
	1:00:00		Hour
F	205.46		Workload in hours (W) = C / E {calls per hour handled}
			Dispatcher Availability
G	1,521	1,608	True availability per dispatcher
			Full-time Staff Needed
G	0.14	0.13	Base estimate (FTE) = F / G
H	29.0%	29.0%	Turnover rate
I	0.17	0.16	Required to accommodate turnover

[49] Represents dispatched and field-initiated calls.

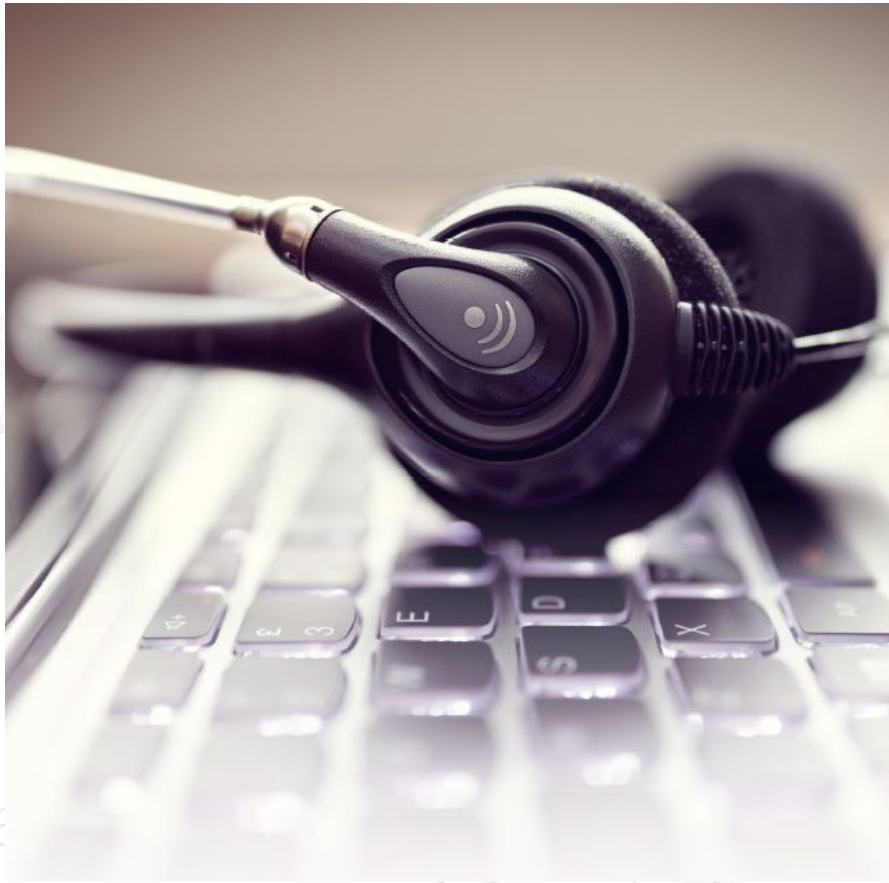
Improving Emergency Response Outcomes

Independent PSAP Creation Feasibility Study

City of Celina, TX
July 9, 2024

Why we are here

Anticipating significant growth, Celina sought the probability and practicality of having an independent public safety answering point (PSAP) to handle call-taking and dispatch functions for police, fire, and emergency medical services (EMS).



MCP affirms that it is feasible for Celina to implement an independent PSAP and that it is logical to do so.

Outcomes of Independent PSAP Creation

- Operational Efficiencies
  - An independent PSAP that is committed to enhancing operational efficiencies across various domains, including facilities, workforce, technology, and networks.
- Independence
  - An independent PSAP enabling Celina to adopt innovative processes, improve service levels, and ensure a responsive system that aligns with the city's growth and values
- Culture
  - A PSAP that fosters a culture reflective of Celina’s strategic goals and enhances community ties, building a robust framework to support public safety efficiently.

City of Celina's Success Metrics for Independent PSAP

- Developing an integrated system that meets the needs of all public safety spectrum and provides exceptional services to the residents.
- Implementing high-level medical dispatch using an emergency medical dispatch (EMD) protocol.
- Using key performance indicators (KPIs) and measuring benchmarks to show a return on investment.
- Having the ability to proactively identify and correct any errors and/or inefficiencies.

City of Celina's Success Metrics for Independent PSAP

- Improving response times.
- Building a new communications center that is sustainable and based on industry standards and best practices.
- Anticipating the number of new personnel needed and the expected support and cost for a long-range sustainable plan.
- Establishing an approach to regionalize with partner agencies in the area.
- Strategically preparing the City's public safety divisions for future growth.

Case for change and Recommendations

Case for Change

During this study, MCP evaluated the viability and feasibility of establishing an independent PSAP with a vision for growth and the potential for regional collaboration that would mutually benefit neighboring public safety services and their stakeholders.

MCP, while focusing on the current state, is not assessing CCSO Dispatch’s performance.

Leveraging insights from national standards, best practices, and MCP's experience, the elements that follow briefly describe the expectations of a sustainable PSAP while also serving as a compass for a high-level roadmap that strategically strives for operational excellence.

Incident Call Volume

Table 2: Incident Volume – 2023

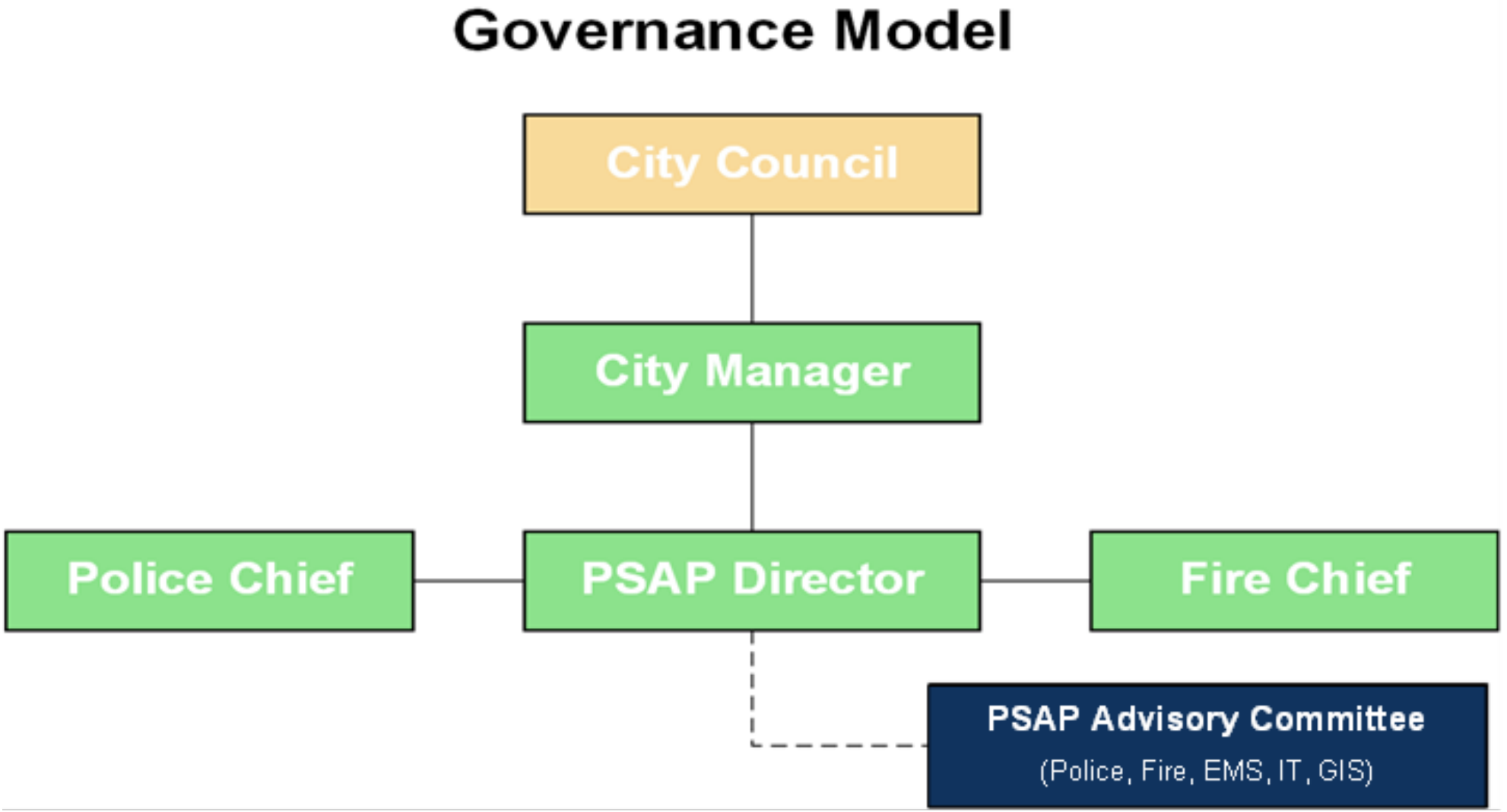
	CCSO Dispatch	Celina	Percentage
Law Enforcement	245,649	36,134	14.71%
Fire	20,612	1,087	5.27%
EMS	14,647	1,664	11.36%
Total	280,908	38,885	13.84%[26]

Recommendations

MCP affirms that it is feasible for Celina to implement an independent PSAP and that it is logical to do so. To prepare for the transition to an independent PSAP, MCP offers the following priority recommendations:

1. Governance and Organizational Structure
2. Operations
3. Personnel and Workforce
4. Technology
5. Facilities

Governance and Organizational Structure



Governance and Organizational Structure – Recommendations

Immediately recruit and hire a civilian PSAP director or, contract with a consultant to complete implementation tasks to advance the establishment of an independent PSAP.

Identify all necessary PSAP leadership roles, requirements, and associated duties in preparation for recruiting.

Recruit and hire PSAP leadership, estimating, at a minimum, 12 months prior to go live to allow for onboarding, training frontline personnel, and assisting with the transition process.

Operations– Recommendations

Develop PSAP-specific policies and a rhythm for auditing and modifying them in collaboration with field personnel or leadership.

Determine if the PSAP will use a vendor or create its own scripted call-processing protocols.

Develop a robust quality assurance (QA) program.

Personnel and Workforce– Recommendations

Using the findings in the report, recruit and hire for ideal staffing coverage and assignments.

Configure operations to support two 24/7 law channels, one 24/7 fire channel, one 24/7 fire tactical/call-taking channel, two to three call-takers depending on time of day, and one supervisor (non-working) and/or lead.

Evaluate if non-dispatch tasks can be accomplished outside of the PSAP before assigning them to the PSAP.

Initial Staffing Recommendation

Table 7: Initial Staffing Recommendations

Ideal to Position for Growth	Optional if Ideal is Not Feasible	Minimum Staffing
Director (1) Operations Manager (1) Training/QA Manager (1) Shift Supervisors (4) Lead Telecommunicators/Trainers (4) Telecommunicators (20)	Director (1) Operations/Training/QA Manager (1) Shift Supervisors (4) Lead Telecommunicators/Trainers (4) Telecommunicators (16)	Director (1) Operations/Training/QA Manager (1) Shift Supervisors (4) Lead Telecommunicators/Trainers (4) Telecommunicators (14)
Staffs 4 to 5 working telecommunicators per shift. This model assumes that shift supervisors have no telecommunicator responsibilities, allowing them to provide direct oversight and supervision of the shift.	**Staffs 4 to 5 working telecommunicators per shift.** This model assumes that one manager would have both operations and training/QA responsibilities. It also includes shift supervisors functioning as working telecommunicators.	**Staffs 4 working telecommunicators per shift.** This model assumes that one manager would have both operations and training/QA responsibilities. The shift supervisors will function as working telecommunicators. This provides coverage for the following positions: • Law enforcement dispatch – 1 • Fire/EMS dispatch – 1 • Call-taker/Relief – 2
31 Staff **(28 Telecommunicators and Supervisors)**	**26 Staff** **(24 Telecommunicators and Supervisors)**	**24 Staff** **(22 Telecommunicators and Supervisors)**

Technology– Recommendations

Identify funding sources and/or any shared opportunities to reduce costs and enhance efficiency.

Identify and immediately begin procuring the required systems, radio, technology, and furniture needs (e.g., chairs, workstations, computer-aided dispatch (CAD), logging recorder, and netclock).

Technology Cost Estimates

Table 8: Cost Estimates for PSAP-Related Technology

Section	Capability	Estimated Cost
4.4.1	CHE (per seat)	
	Monitor	$500
	PC	$1,500
	Position Audio Control	$2,750
	StreamDeck	$250
	Handset	$200
	CHE Software License	$11,200
	CHE Maintenance (5-year)	$10,000
	Dispatch Mapping (3-year)	$5,000
	Imagery (1-year)	$3,572
	Data Analytics (1-year)	$1,500
4.4.2	CAD System	$700,000 – $1,200,000
4.4.3	Radio System – Subscriber Radio Access	$35 per radio per month
4.4.3	Radio System – Dispatcher Consoles	$100,000 per console
4.4.3	Radio System – System Reprogramming	$75,000 (one time)
4.4.4	Data Connectivity – CHE	Dependent on NCT9-1-1
4.4.4	Data Connectivity – CAD	$300,000
4.4.4	Data Connectivity – Radio	$450,000
4.4.5	Voice Recorder	Dependent on NCT9-1-1
4.4.6	Netclock	$45,000
4.4.7	Dispatch Protocols	$50,000
4.4.8	Law RMS	$400,000 or suite with CAD

Facilities – Recommendations

Identify the placement of equipment and technology to be installed in the new facility.

Identify the placement of equipment and technology to be installed in the new facility.

Continue to evaluate potential options for expanding the PSAP in preparation for future growth and any construction lead time.

MCP is pleased to have provided this report, which identifies the opportunities to enhance the public safety communications capabilities for Celina, its community, and field responders in support of its strategic goal to

Be the City Built on Public Safety

Discussion Questions

- Does Council have any questions regarding the feasibility study performed by Mission Critical Partners?

- Is Council supportive of staff moving forward with the creation of a standalone public safety answering point (PSAP) based on future budget availability?

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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
Intiated by:	164
Date:	July 9, 2024
Re:	Discussion of the Parks Administration Office schematic design.

Action Requested:
Discussion of the Parks Administration Office Schematic Design. (Davis)

Background Information:
City Council authorized staff to enter into an agreement with Parkhill, Smith, & Cooper (PSC) to design the Parks Administration in September 2023. The original contract included a full facility assessment, peer analysis/benchmarking, and design through construction administration services. The facility assessment and the peer analysis/benchmarking are complete. PSC has completed the schematic design of the building.

The initial project budget is estimated at $8,098,209.00. Crossland Construction was selected as project CMAR at the May council meeting. Staff is looking for input from the City Council before PSC proceeds with design development and before the CMAR begins preparing a working budget for the project.

Legal Review:
N/A

Supporting Documents:
1. Celina_Parks_Slides_V5_Reduced
2. Council Questions

Financial Consideration:

The PSC contract is funded through 2023 bond funds.

Staff Recommendation:
Staff recommends approval the proposed schematic design.

City of Celina
Celina Parks Department
Parks Department Administration Building
503 E Pecan St, Building D
Celina, TX 75009

Conceptual rendering: Actual design may vary. For illustrative purposes only.

Parkhill

3000 Internet Blvd, Suite 550
Frisco, TX 75034
972.987.1670

CELINA TEXAS est.1970
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Approved Master Plan

NORTH

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0 4' 8' 16'

NORTH

FIRST FLOOR - SPACE LAYOUT

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STORAGE
BREAK ROOM
ELEC
MECH
STORAGE
RR
RR
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RR
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REC STOR
WOMENS
REC
REC STOR
MENS
JAN
BULL PEN
OPEN OFFICE
FUTURE GROWTH OFFICE
REC SUPERVISOR
LARGE CONFERENCE
PARKS SUPERINTENDENT
ASSISTANT DIRECTOR
PARKS DIRECTOR
OPEN COLLAB
COPY
FIRE RISER
ATHLETIC MANAGER
SMALL CONFERENCE
LARGE CONFERENCE
ENTRY AND FLEX
LOBBY
MPR
0 2' 4' 8'
NORTH

FIRST FLOOR - SPACE LAYOUT - ENLARGED

SOUTH WEST EXTERIOR ELEVATION

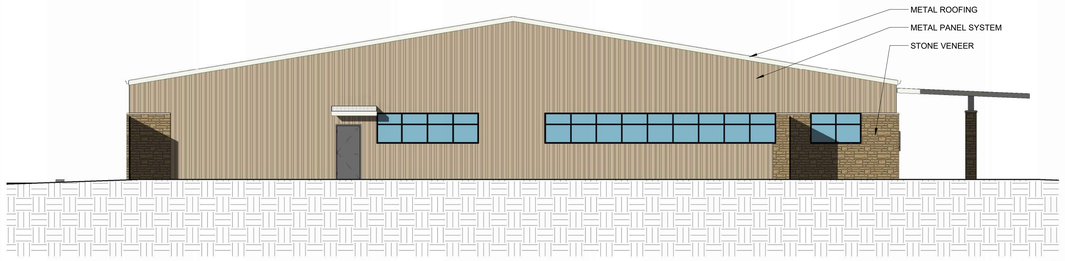
0 4' 8' 16'

SOUTH EAST EXTERIOR ELEVATION

0 4' 8' 16'

NORTH EAST EXTERIOR ELEVATION

0 4' 8' 16'



NORTH WEST EXTERIOR ELEVATION

0 4' 8' 16'

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Conceptual rendering: Actual design may vary. For illustrative purposes only.

ESTIMATED PROJECT COSTS (SD PACKAGE)

BUILDING + SITE + PROJECT SPECIALTY COSTS	$6,016,500.00
DESIGN + OWNER + ESTIMATING CONTINGENCIES *15% *10% *12 MONTHS AT .8%/MO	$2,081,709.00
TOTAL ESTIMATED CONSTRUCTION COSTS	$8,098,209.00

ESTIMATED CONSTRUCTION COSTS BASED ON SCHEMATIC DESIGN PACKAGE. CONSTRUCTION MANAGER AT RISK TO PROVIDE PRICING ONCE CONTRACT AWARDED.

CELINA

CELINA

CELINA

COUNCIL DIRECTION

- Does Council have feedback regarding the interior of the building ?
- Does Council have feedback regarding the exterior of the building ?
- Staff is looking for input from the City Council before PSC proceeds with design development and before the CMAR begins preparing a working budget for the project. Does Staff have approval to proceed ?

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robert Ranc, City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Robert Ranc
Date:	July 9, 2024
Re:	Discussion regarding the appointment of Economic Development Corporation Board Members. (Ranc)

Action Requested:
Discussion regarding the appointment of Economic Development Corporation Board Members.

Background Information:
Councilmember Eddie Cawlfield has requested a discussion regarding the current make-up of the Economic Development Council (EDC) Board, including information regarding the existing board members. By way of background, below is the appointment date for each current board member, the end date of each current board member's term, and the date each current board member was interviewed by the Council prior to being appointed to the board.

Board Member	Term Completion	Appointment Date	Interview Date
Clint Bissett	September 2024	2019	August 2022
Andrew Donaldson	September 2026	2024	---
Matthew Featherstone	September 2026	2023	August 2023
Juan Martinez	September 2026	2023	August 2023
Sandra Martinez	September 2025	2022	August 2022
Luke Thigpen	September 2025	2024	November 2023
Bill Webber	September 2025	2023	August 2023

Legal Review:
N/A

Supporting Documents:
None

Financial Consideration:
N/A

Staff Recommendation:
N/A

Site Visit Report-Edition III
04/25/24

Celina Fire Department

Site Visit Review Team:

Team Lead	*Neil Howard*	*TFCA Best Practices*
Assessor	*Ben Blanton*	*Red Oak FD*
Assessor	*Todd Weidman*	*Travis County ESD*

Department History:

The Celina Fire Department was established in 1912, consisting of residents of the City of Celina and the surrounding area. Originally, the fire station was located behind what is now the Main Street Office at 302 W. Walnut Street. The department purchased its first new fire engine in 1939, which it still owns. At present, the department has three Pierce engines, a Pierce quint, two brush trucks, four ambulances, and several staff vehicles.

In December 2001, the City hired the first full-time firefighter in the capacity of Fire Chief, and in December 2004, a second firefighter was employed. At present, the Department has a full-time Fire Chief/Fire Marshal, an Operations Chief, a Division Chief over Training and Logistics, a Division Chief over EMS and Fleet, an Emergency Management Coordinator, an Administration/Communications Manager, 3 Fire Inspectors, three Battalion Chiefs, 9 Captains, 9 Driver Operators, and 36 firefighter/paramedics.

On December 1, 2007, the Department initiated its own EMS service. Five firefighter/medics were hired to provide paramedics and EMTs on shift 24/7. Additionally, the fire department was and still is responsible for emergency management for the entire city. The fire district for the Celina Fire Department consists of approximately 100 square miles. These boundaries cover parts of Collin and Denton counties. The Celina Fire Department has mutual aid agreements with all its surrounding cities.

In August 2015, the City of Celina Fire Department opened Fire Station 1 at 1413 S. Preston Rd. in Celina. Station 2, opened in January 2020, is located at 1805 Light Farms Way. Station 3 opened in April 2024, located at 4400 FM 1385. Currently, Station 4 is going through the design phase with a scheduled completion date of August 2026.

Celina Fire Department Mission Statement:

To protect the persons and property in Celina by providing quality and innovative emergency services

City of Celina and the Celina Fire Department:

The city of Celina was established in 1876 and moved to its current location in 1902 with the addition of the railroad. It has recently been recognized as the fastest-growing city in the nation, with its current population estimated to be over 40,000.

Situated in high-growth Collin County and nestled between the major arteries of Preston Road to the east and the future Dallas North Tollway to the west, Celina’s maximum projected

buildout population is approximately 378,000. In other words, Celina is positioned geographically, demographically, and economically to quickly become a big player in the North Texas metropolitan community.

Site Visit Observations

The assessment team met at Fire Administration at 09:00 on April 25, 2024. The team was greeted by several members of the Celina Fire Department. After introductions and a welcome statement, the team provided an outline for the visit, and defined the goals towards achieving the desired outcome. Celina displayed extreme professionalism and was well organized and prepared for the site visit. The department had preassigned staff members prepared to assist the assessment team and facilitated all the request of the review team. The organization displayed provided for a fluid process.

Celina Fire Department personnel involved in pursuing Best Practices:

- Mark Metdker, Fire Chief
- Justin Beamis Division Chief

Chapter 1- Administration and Organization

All documents were well presented, professional, and organized. The staff was oriented with city and department policy, and requirements for managing documents. The city and the department should be commended for their planning process. Department and city leadership display traits as visionaries and provide strategic initiatives to transition vision into realism. *All documents displayed program compliance.*

Chapter 2- Emergency Medical Services

The department is a licensed EMS provider. *All documents and inspections displayed program compliance.*

Chapter 3- Training

All records were well organized, and staff displayed a depth of knowledge in the program during interviews. All records were organized and secured electronically. The department has solid policies outlining the training program. The records indicated all the minimum requirements for compliance, but through observation and conversation with staff, it was obvious the training that was taking place superseded what was being documented in the records management system. This was found in comparing the records to the RMS system. It was recommended that all training is documented to illustrate all training being conducted. Additionally, the team provided a recommendation for the department to consider adopting a position task book program for all

ranks within the organization. This provides a guide for career development prior to promotions and the FTO process after promotions. *All documents and inspections displayed program compliance.*

Chapter 4- Special Operations

Celina is positioned very well geographically for effective utilization of mutual aid resources. In addition, several great resources are in close proximity to supplement and support Celina during responses involving special operations. The department has solidified mutual aid agreements with several cities and counties for all hazards. The department has well written policy and procedures that define special operation responses, and to what mutual aid resources to contact for support for each discipline. *All documents and equipment met or exceeded program requirements.*

Chapter 5 – Records and Information Management

Celina is a very organized and structured department. The staff shall be commended on the level or organization and security of all their records. *The department exceeds or meets program compliance.*

Chapter 6- Fire Operations

Celina is positioned well for fire protection and EMS service delivery. Facilities are in great condition, well maintained, well organized, and clean. Very professional! The apparatus was found in the same condition, modern, organized, well maintained, and clean. Very presentable and sets an example for professionalism. All encounters with staff were professional, and staff were more than prepared. *All documents and equipment met or exceeded program requirements.*

Chapter 7- Fire Prevention- Risk Reduction- Community Outreach

Celina raises the standard for public education, prevention, and reducing risk to their community. The team recommends the department conduct periodic analysis of how the programs are impacting the community and adjust programs as needed. This is tied to 7.04. *All documents and inspections displayed program compliance.*

Chapter 8 – Response Analysis

Celina places great value in analyzing all performance data within this section. Measuring the effectiveness of the service delivery is a priority for staff. The department at great lengths monitors response performances of their adopted service delivery model. *The department exceeds or meets program compliance.*

Chapter 9- Communications

Celina houses the dispatch center within the shared municipal facility with the fire department. The dispatch center proved to be a professional component of the city's emergency services. The staff presented a professional appearance and are well versed in policy, procedures and operations of the dispatch program. *All documents and inspections displayed program compliance.*

Chapter 10- Safety and Health

It was obvious that the culture of the Celina Fire Department places employee safety and well-being at the top of the priority list. The department is proactive on programs, and initiatives that bring positive impacts to the safety and health of the staff. *The department exceeds or meets program compliance.*

Chapter 11- Resource Management

As stated, many times in this report, the department is organized, and manages records very well. This was illustrated during the spot checks, and *all records met program compliance.*

Chapter 12- Professional Standards and Conduct

All policies and training proofs met program compliance.

Notable Observations -

It is obvious the Celina Fire Department is focused on Excellence in all facets of their programs and services. The level of commitment and professionalism witnessed throughout the department is a testament to the culture of the organization. The members of the department have ownership in the "Best Practice" program. The department utilizes the program as an internal and external validation tool for staying current and proactive for the betterment of the staff, and community. The Staff and the community should be proud they have leadership that strives to facilitate excellence. This was evident in all aspects of the site visit. Celina sets the bar high and should be utilized as an example to others. The accomplishments obtained with the current administrative and support staffing strength are commendable. Achieving and maintaining an ISO 3 and Best Practice recognition is extremely tasking. This high level of service achievement and performance expectations requires a great amount of attention to detail, administrative support, and coordination. Many of the command staff wear multiple hats with assigned duties, I commend them for their commitment and dedication to the service. There are no significant areas of concern that were noted during the site visit. Celina is committed to continuous improvements and achieving excellence through the "Best Practice" program.

Final Recommandation -

Chief Metdker and his staff set high standards and produce quality outcomes that represent the City of Celina to the utmost highest level. CFD staff were accommodating to all request of the review team and displayed a depth of knowledge and understanding of the program requirements. The daily operations and practices provide a good representation of adopted policy and procedures. The Committee had only three recommendations:

Formalize their Post Incident Analysis Program develop a templet and retention location for all PIA's.

Work with Collin County to ensure that a Mayday reference guide is at every console and ensure that communication operators receive annual training. During the visit to Collin County Communications Center the team noted that the operators had a full understanding of Mayday Procedures; however, there wasn't a guide at each console. Collin County dispatches for several departments within the county, thus those departments are at the mercy of the county.

On behalf of the entire review team, it is our recommendation that the Celina Fire Department receive a "Recognized" Best Practice status. Chief Metdker and the Celina Fire Department have proven program compliance, and in most aspects exceed program expectations.

Congratulations to the Celina Fire Department on their proven commitment towards excellence and quality service delivery.

Respectfully Submitted,

Neil Howard

Retired Fire Chief, Rowlett Fire Department

Chair of the Texas Fire Chiefs Best Practices Program

Apricot Lane BOUTIQUE

From that perfect date night dress to a comfy and casual outfit, Apricot Lane Boutique has everything you need to create the perfect look for any occasion. You can count on our expert staff to help you find what you're looking for — and if we don't yet have it, we'll do our best to get it! We are a locally-owned and operated women's clothing store in Celina, TX, that prides itself on putting the customer and its community first. It's part of a franchise philosophy that has served the brand and its customers for over 25 years.

Hours:
Mon-Wed: 10:00am – 5:00pm
Thurs-Sat: 10:00am – 7:00pm
Sunday: 12:00pm – 5:00pm

Website:
https://apricotlaneboutique.com/store/celina/

Phone: (469) 202-3088

Address: 312 W. Walnut St. Celina, TX 75009

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 11, 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 4:00 p.m. on Tuesday, June 11, 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
Eddie Cawlfield	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 4:01 p.m.

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.

The Celina City Council reconvened into Open Session at 5:30 p.m.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding an amendment to the Batch Plant regulations in the Zoning Ordinance (McAfee)
Dusty McAfee, Director of Development Services, discussed an amendment to the Batch Plant regulations in the Zoning Ordinance.

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

C. Discussion regarding a Neighborhood Traffic Control Policy. (Glasgow)
Andy Glasgow, Director of Engineering, discussed the Neighborhood Traffic Control Policy.

D. Discussion regarding Council Rules of Order and Procedure. (Vaughns)
Lauren Vaughns, City Secretary, discussed City Council Rules of Order and Procedure.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of volunteers during the May 25-26, 2024, storm. (Tubbs)
Mayor Tubbs recognized volunteers from the May 25-26, 2024 storm.

B. Presentation of Tree City USA & Growth Awards (Mohan)
Madhuri Mohan, Director of Planning, presented the Tree City USA & Growth awards.

C. EDC Local Business Report (McCarroll)
Josh McCarroll, Business Retention & Expansion Specialist, presented the EDC Local Business Report which highlighted Heyday, the City's newest business.

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.

No one wished to speak.

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 items B and C from the Consent Agenda for individual consideration.

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

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

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.

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)

RESOLUTION NO. 2024-30R

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.

M. Consider and act upon an Ordinance amending the Master Fee Chart. (Master Fee Chart Revision – Commercial Water Rates) (McAfee)

ORDINANCE NO. 2024-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART (APPENDIX A); PROVI DING 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; ANDPROVIDING AN EFFECTIVE DATE.

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)

ORDINANCE NO. 2024-31

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.

XI. ITEMS REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

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)

Upon a motion by Council Member Cawlfield and a second by Council Member Hopkins, the Council voted six (6) for and none (0) against to award bid 2024-089 for third-party inspection services from Bureau Veritas and Atlas Municipal Services, LLC. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 2 Eddie Cawlfield
SECONDER:	Council Member, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

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)

Upon a motion by Council Member Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) against to award bid 2024-101 to CEC Facilities Group. The motion carried.

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

NAYES:	None

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)

Mayor Tubbs opened the public hearing at 6:58 p.m.

Rex Glendenning spoke in support of the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 6:59 p.m.

Upon a motion by Council Member Ferguson and a second by Council Member Hopkins, the Council voted five (5) for and one (1) against to approve a Development Agreement. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 1 Philip Ferguson
SECONDER:	Council Member, Place 3 Andy Hopkins
AYES:	Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	Wendie Wigginton

IX. ACTION ITEM:

A. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Vaughns)

Upon a motion by Council Member Cawlfield and a second by Council Member Hopkins, the Council voted six (6) for and none (0) against to place Council Member Hopkins as Mayor Pro Tem and Council Member Koehne as Deputy Mayor Pro Tem. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 2 Eddie Cawlfield
SECONDER:	Council Member, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

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)

Upon a motion by Council Member Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) against to authorize the City Manager to execute a contract with Conduit Architecture + Design, LLC.

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

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

(Glasgow)

Upon a motion by Council Member Wigginton and a second by Council Member Grumbles, the Council voted six (6) for and none (0) against to award bid 2024-099 for the Bothwell Boulevard Median Lighting project. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 5 Brandon Grumbles
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

D. Consider and act to approve amendments to the Special Events Guidelines (Monaco)

Upon a motion by Council Member Ferguson and a second by Council Member Wigginton, the Council voted six (6) for and none (0) against to approve amendments to the Special Events Guidelines. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 1 Philip Ferguson
SECONDER:	Council Member, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

X. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 7:16 p.m.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary **Date**

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	July 9, 2024
Re:	2024 Annual Electrical Contract - City Facilities

Action Requested:
Consider and act to award bid 2024-105 to Trinity Lighting, for on-call electrical services, for the unit prices listed not to exceed the annual budgeted amount. (Figueroa)

Background Information:
The City of Celina is solicited bids for On-Call Electrical services and repairs under Bid 2024-105. The primary objective is to secure the best value for these services while adhering to the unit prices specified in the contract, ensuring they do not exceed the allocated annual budget.

Here are the key details and scope of work:

1. **Contract Duration:** The contract will span one year initially, with the option for two additional one-year renewal periods, subject to agreement between the City of Celina and the chosen vendor.
2. **Vendor Requirement:** The City seeks to establish a partnership with a single vendor for On-Call Electrical Services. However, the possibility of awarding the contract to multiple bidders remains open.
3. **Fixed Pricing Structure:** The agreement will feature a fixed pricing structure as outlined in the bid sheet, which will remain consistent throughout the contract term.
4. **Legal Compliance:** All services must comply with Federal, State of Texas, and Local laws, ensuring adherence to regulatory standards.
5. **No Subcontracting:** Subcontracting of services is strictly prohibited. The awarded company must directly perform all work outlined in the contract.

6. **Service Locations:** The City of Celina's facilities requiring service are spread across various locations within the city. The number of locations may fluctuate over the contract period due to construction, demolition, or sale of buildings.
7. **Scope Limitation:** The contract exclusively covers the maintenance and repair of existing facilities and does not extend to new construction projects.
8. **Estimated Annual Budget:** The projected annual budget for repairs across various city departments is $70,000.

Through this process, the City of Celina aims to ensure the longevity and efficient operation of its electrical systems, reducing operational costs, and promptly addressing any arising issues. The selected vendor will play a crucial role in fulfilling these objectives by providing reliable and cost-effective services within the outlined parameters.

Legal Review:
N/A

Supporting Documents:
1. 2024-105 Agreement for On-Call Electrical Services_ Trinity Lighting - Partially Executed
2. Agenda Recap
3. Bid Tabulation
4. Electrical Maintenance
5. Scoring Summary

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 2024-105 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 **Trinity Lighting.** (hereinafter referred to as the "Provider") for **On-Call Electrical Services** (hereinafter referred to as the "Project"). In consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **On-Call Electrical Services** (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 two 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	**Trinity Lighting**
Attn: Contracts	Attn: Terry Black
142 N. Ohio St	290 Baker Rd.
Celina, TX 75009	Celina, TX 75009
contracts@celina-tx.gov	trinitylighting@aol.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	**PROVIDER**
	Trrry Bejcek Trrry Bejcek (Jun 21, 2024 08:40 CDT)
Robert Ranc, City Manager	
	Trrry Bejcek
	Type/Print Name and Title
	06/21/2024
Date	Date

CITY OF CELINA

INVITATION TO BID (BEST VALUE)

ON-CALL ELECTRICAL SERVICES

BVB 2024-105

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: 290 681 063 311
Passcode: P7VVNj
Download Teams | Join on the web
Or call in (audio only)
+1 469-848-0201,,178738592# United States, Dallas
Phone Conference ID: 178 738 592#

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2. INSURANCE REQUIREMENTS
3. W9
4. CONFLICT OF INTEREST
5. CONTRACTOR QUESTIONNAIRE

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 two (2) optional one (1) year renewal periods with a single vendor for On Call Electrical Services. This agreement will contain a fixed pricing structure (per the bid sheet) for the term of the agreement. The City reserves the right to award to multiple bidders.
- All services shall be performed in accordance with Federal, State of Texas, and Local laws.
- Subcontracting of services is not allowed. All work must be performed by the awarded company.
- The City of Celina has facilities that require service located at various locations throughout the city. This may increase or decrease over the duration of the contract as new buildings are constructed or older buildings are demolished/sold.
- This contract will **only** be for the maintenance and repair of existing facilities.
- Estimate Annual Budget for Repairs (Facilities/Water/Wastewater/Parks): **$70,000**

Purchase Orders/Work Authorization

A purchase order for electrical repairs will be issued annually. Work exceeding $3000 will receive a separate purchase order. On any repair projects with an anticipated cost of $3,000.00 or more, the vendor must contact the Facility Services Supervisor to obtain approval prior to beginning work. The City reserves the right to prepare a scope of work and requires a proposal with a complete breakdown of material and labor costs. The City has the right, as its option, to supply all or part of the materials or equipment on any project. All work must meet, as a minimum, all City of Celina and State of Texas building codes.

All work must meet building codes and be permitted and inspected as required by the City of Celina Building Inspections Department.

Invoicing

All invoices must reference the City of Celina's Purchase Order number, department name, job site location, the city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. Invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), a listing of the parts, and markup on parts should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be submitted electronically 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. Vendors shall provide copies of the following licenses and certifications with their bids: All journeyman electricians must be proficient in all phases of repairs to building lighting systems and electric distribution systems.
    a. Copy of Texas Electrical Contractor License.
    b. Copy of Electrical licenses of each electrician that will work on City of Celina equipment (if any changes and/or electricians are added after the beginning of the agreement, the same information MUST be submitted to the Contract Manager).
2. Vendor shall have been in the commercial electrical business for a minimum of five years and have available a minimum workforce of three electrical technicians/journeymen with a minimum of five years of commercial electrical experience.
3. Technicians' helpers shall have a minimum of one year of commercial electrical 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 where they regularly provide electrical services.
5. Vendor must register with the City annually. The registration cost will be paid by the vendor.

Scope of Work

A. General Electrical Services
Under General Electrical Services, the City of Celina has facilities located at various locations throughout the City. This space consists of office space, shop/warehouse, parks, and water and wastewater facilities, and ROW lighting. This will increase during the term of the contract as new buildings are constructed.

The Facilities Supervisor or designated City staff will contact the awarded vendor as needed to assist staff in installing, maintaining, and repairing building lighting and electrical systems on existing buildings. The voltage at these buildings ranges from 120 volts to 240 volts single phase, 120 volts to 208 volts three phase, and 277 volts to 480 volts three phase.

B. Parks Electrical Services
Parks electrical services include pricing for lamp and ballast replacement for field lighting at City Parks. Light poles range from 35ft to 80ft high. The City park's lighting is 1500W Metal Halide lamps. Pricing offered may be based on a minimum of fifteen (15) lamp replacements. Ballasts should be the same as or equal to HID core and coil ballast 1500W Metal Halide. The City must authorize all ballast replacements before they occur.

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. These will be at no cost to the contractor.

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.

Service Calls

Labor time will begin upon arrival at a job site. Rates should include but are not limited to any travel costs, mobilization, fuel surcharges, trip charges, etc.

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.

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 service's performance.

SECTION 3: EVALUATION

3.1 AWARD

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

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 – Hourly Rate	40 Points
B.	Price - Percent Mark Up	20 Points
C.	References and Experience	30 Points
D.	Invoice Sample	10 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.

2024-105
Trinity Lighting
Supplier Response

Event Information

Number:	2024-105
Title:	On-Call Electrical Services
Type:	Best Value Bid
Issue Date:	4/29/2024
Deadline:	5/16/2024 10:00 AM (CT)
Notes:	The City of Celina (City) is seeking to establish a fixed price agreement for on call Electrical repairs or updates to existing facilities.

Contact Information

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

Trinity Lighting Information

Contact: Terry Bejcek
Address: 290 Baker Rd
Celina, TX 75009
Phone: (972) 346-2725
Fax: (972) 382-2627
Email: trinitylighting@aol.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.

Terry Bejcek
Signature

Trinitylighting@ail.com
Email

Submitted at 5/14/2024 01:41:01 PM (CT)

Supplier Note

I think I got it all - let me know if I missed anything Thanks!

Requested Attachments

CIQ - Conflict of Interest image.jpg

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

W9 image.jpg

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

Contractor Questionnaire image.jpg

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

Form 1295 image.jpg

Complete the form 1295 electronically and upload the signed form here

Response Attachments

image.jpg

Invoice sample

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	**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

Terry Bejcek

10 Contact Person Phone

(214) 534-1481

11 Contact Person Email

Trinitylighting@aol.com

12 Main Office Location

290 Baker Rd, Celina, TX 75009

13 Years in Business

25

14 Office Location

Please list your corporate office location and any branch locations in Texas.

290 Baker Rd, Celina, TX 75009

15 Business Name

Has your business operated under the same name? If no, under what former name has your organization operated?

Trinity Lighting and Electrical Services

16 Binding Official

The name of the binding official granted the power to execute agreements.

Terry Bejcek or Sharon Bejcek

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.

Electrical Contractor state of Texas TDLR #23083 Electrical Master state of Texas Terry Bejcek TDLR #32656

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.

21 **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.

22 **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 Owners / members have never been convicted of a felony

23 **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.

We have fulfilled all tax obligations

24

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.

We have fullfilled all obligations

25

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

26

Risk 4: Debarrment

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

27

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

28

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

29

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

30

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

31

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

32

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

33 Exceptions / Comments

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

NONE

34 Public or Private

Is your business publicly traded?

No

35 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.

36 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.

37 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 registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Sole Proprietor

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 teh 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 two (2) 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

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

Agree

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.

Agree

Bid Lines

1 Electrical Service Call - Regular Hours

Quantity: 1 UOM: EA Price: $25.00 Total: $25.00

Item Notes: *One- time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee if applicable.*

2 Electrical Service Call -Overtime

Quantity: 1 UOM: EA Price: $50.00 Total: $50.00

Item Notes: *One- time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee if applicable.*

3 Journeyman Electrician - Regular Time

Quantity: 1 UOM: HR Price: $55.00 Total: $55.00

4 Journeyman Electrician - Overtime

Quantity: 1 UOM: HR Price: $82.50 Total: $82.50

Supplier Notes: Hourly rate double normal rate on Sunday or holiday.

5 Helper -Regular Time

Quantity: 1 UOM: HR Price: $45.00 Total: $45.00

6 Helper -Overtime

Quantity: 1 UOM: HR Price: $67.50 Total: $67.50

Supplier Notes: Hourly rate double normal rate on Sunday or holiday

7 Bucket Truck or Spider Lift - Regular Time

Quantity: 1 UOM: HR Price: $45.00 Total: $45.00

Item Notes: *Time starts on the jobsite.*

Supplier Notes: Up to 60’ including crane / material handler Altec AM55 (equipment cost to be added to Journeyman rate above)

8 Bucket Truck or Spider Lift -Overtime

Quantity: 1 UOM: HR Price: $45.00 Total: $45.00

Item Notes: *Time starts on the jobsite.*

Supplier Notes: No up charge for equipment after-hours if needed only for labor as noted above

9 Parts Markup - Percent Markup over list price.

Quantity: 1 UOM: EA Total: 15%

Item Notes: *Price list must be provided upon request.*

Supplier Notes: No mark up on manufacturers list price. -15% off contractors published list and -30% off manufacturers ballast/lamp/fixture/gear or published trade service prices.

Response Total: $415.00

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-105
SOLICITATION NAME: ON-CALL ELECTRICAL SERVICES
PROJECT #: N/A

Bid Opening Date	May 16, 2024	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	315
Number of Submissions:	4
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	0
Number of No Bids	1
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

The responses were sent to the department for further review and evaluation. The committee reviewed and evaluated the submittals based on the following:

1. Price
2. References
3. Experience
4. Sample Invoice

To assist in the scoring of price, staff created a scenario, which is detailed below.
Three-hour service call, which includes the following charges: service call fee, 1 Journeyman for three hours, 1 Helper for three hours, $500 worth of Parts, parts mark up, and bucket truck for 3 hours. All pricing consisted of regular hours. Overtime hours were not considered, as most calls fall within regular business hours.

Recommendation:
Upon completion of the review and evaluation, the requesting department recommends the following vendor(s):

Recommended Vendor(s):	Trinity Lighting
Contract Term:	One year with two optional one-year renewals

Submitted By

6-27-24
Date

Bid 2024-105 On-Call Electrical Services

				Trinity Lighting		Automation Integration (Becker Enterprises, Inc.)		CEC Facilties Group, LLC		308 Construction, LLC	
				Total Price	$415.00	Total Price	$445.00	Total Price	$650.00	Total Price	$1,030.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Electrical Service Call - Regular Hours	1	EA	$ 25.00	$ 25.00	$ 35.00	$ 35.00	$ 65.00	$ 65.00	$ 100.00	$ 100.00
2	Electrical Service Call -Overtime	1	EA	$ 50.00	$ 50.00	$ 40.00	$ 40.00	$ 97.50	$ 97.50	$ 125.00	$ 125.00
3	Journeyman Electrician - Regular Time	1	HR	$ 55.00	$ 55.00	$ 60.00	$ 60.00	$ 65.00	$ 65.00	$ 125.00	$ 125.00
4	Journeyman Electrician - Overtime	1	HR	$ 82.50	$ 82.50	$ 70.00	$ 70.00	$ 97.50	$ 97.50	$ 160.00	$ 160.00
5	Helper -Regular Time	1	HR	$ 45.00	$ 45.00	$ 40.00	$ 40.00	$ 45.00	$ 45.00	$ 35.00	$ 35.00
6	Helper -Overtime	1	HR	$ 67.50	$ 67.50	$ 50.00	$ 50.00	$ 67.50	$ 67.50	$ 60.00	$ 60.00
7	Bucket Truck or Spider Lift - Regular Time	1	HR	$ 45.00	$ 45.00	$ 65.00	$ 65.00	$ 85.00	$ 85.00	$ 175.00	$ 175.00
8	Bucket Truck or Spider Lift -Overtime	1	HR	$ 45.00	$ 45.00	$ 85.00	$ 85.00	$ 127.50	$ 127.50	$ 250.00	$ 250.00
9	Parts Markup - Percent Markup over list pric	1	EA	15%		15%		25%		25%	

Scenario - Three-hour service call, which includes the following charges: service call fee, 1 Journeyman for three hours, 1 Helper for three hours, $500 worth of Parts, parts mark up, and bucket truck for 3 hours.		$ 1,035.00		$ 1,105.00		$ 1,222.50		$ 1,730.00

Electrical Maintenance Services

Andrew Figueroa
July 09, 2024

AGENDA OVERVIEW

- Annual award for one year with two additional one-year renewal options contract for Electrical Services for City Facilities with Hourly rates and Parts Mark-up.
- 315 Notifications Sent
- 4 Responses were Received
- Advertised through Star Local Media-Celina Record
  - Run dates: 4/29 & 5/6
- Local Preference option was included in the specifications, however none of the vendors requested the option.

VENDOR SELECTION

- This solicitation was completed as a best value bid.
- Staff reviewed responses for completeness and checked price, invoice sample, and references.
- Consider and act to award bid 2024-105 to Trinity Lighting, for on-call electrical services, for the unit prices listed not to exceed the annual budgeted amount.

- Bid Response Summary

Bid 2024-105 On-Call Electrical Services				Trinity Lighting	Automation Integration	CEC Facilties Group, LLC	308 Construction, LLC
Line #	Description	QTY	UOM	Unit	Unit	Unit	Unit
1	Electrical Service Call - Reg Hours	1	EA	$ 25.00	$ 35.00	$ 65.00	$ 100.00
2	Electrical Service Call -OT	1	EA	$ 50.00	$ 40.00	$ 97.50	$ 125.00
3	Journeyman Electrician - Reg Time	1	HR	$ 55.00	$ 60.00	$ 65.00	$ 125.00
4	Journeyman Electrician - OT	1	HR	$ 82.50	$ 70.00	$ 97.50	$ 160.00
5	Helper -Reg Time	1	HR	$ 45.00	$ 40.00	$ 45.00	$ 35.00
6	Helper -OT	1	HR	$ 67.50	$ 50.00	$ 67.50	$ 60.00
7	Bucket Truck or Spider Lift - Reg	1	HR	$ 45.00	$ 65.00	$ 85.00	$ 175.00
8	Bucket Truck or Spider Lift -OT	1	HR	$ 45.00	$ 85.00	$ 127.50	$ 250.00
9	Parts Markup	1	EA	15%	15%	25%	25%

QUESTIONS?

Supplier Scoring Summary **2024-105 - On-Call Electrical Services - Scoring Round**

Supplier	Rank	Score	Bid Evaluation		
			Price	References/Previous Experience	Invoice Sample
		100	60.00	30.00	10.00
Trinity Lighting	1	100.00	60.00	30.00	10.00
Automation Integration	2	97.00	57.00	30.00	10.00
CEC Facilties Group, LLC	3	86.00	46.00	30.00	10.00
308 Construction, LLC	4	76.00	36.00	30.00	10.00
		89.75	49.75	30.00	10.00

Life Connected.

IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Alden Gleason
Date:	July 9, 2024
Re:	Fiber Phase 2 Construction

Action Requested:
Consider and act to award bid 2024-100 for the construction and installation of fiber phase 2 at the unit prices listed in the amount of $347,742.00 plus ten percent contingency in the amount of $34,774.20 for a total amount not to exceed $382,516.20. (Alexander)

Background Information:
Fiber Phase 2 is the second phase in the City's 2022 fiber optic master plan. In 2023, the City initiated construction of its first phase connecting Public Works to Police Headquarters. Phase 2 will interconnect 14 sites that are near the phase 1 fiber path. These sites are part of day-to-day operations and support critical utility infrastructure (water and waste water), public safety and other city facilities. By connecting these sites, the City will enable higher communication speeds and additional security for these services.

An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittal and verified references.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. 2024-100 Fiber Phase 2 _TDC2_Partially Executed
2. 2024-100 Scoring Summary
3. Agenda Recap
4. Bid Tabulation by Line

5. Fiber Phase 2 - July 24

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 awarding Bid 2024-100 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 **TDC2, LLC** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Fiber Installation Phase 2
BID 2024-100
PROJECT # IT04

ARTICLE 2 – THE PROJECT

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

The construction project includes:

The City of Celina (City) is seeking proposals from vendors for fiber installation. Fiber Phase 2 will connect locations along the phase 1 fiber path. This will provide service to lift stations, PRV's, Fire Station 1, EDC, and WWTP.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **160** 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 ***210*** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: $347,742.00

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

EXECUTED in single or multiple originals with an effective date of **July 10, 2024.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Scott Mackinaw
City Manager, Robert Ranc	Signature
	Scott Mackinaw
	Printed Name & Title
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **Purchasing@celina-tx.gov**	**TDC2** **634 North Ballard Ave** **Wylie, TX 75098** **Smackinaw@tdc2.com**

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Life Connected.

CITY OF CELINA

REQUEST FOR PROPOSAL

FIBER INSTALLATION PHASE 2

RFP #2024-100

ELECTRONIC SUBMITTAL IS PREFERRED.
WWW.CELINA-TX.GOV/BIDS

The City strongly requests that vendors submit responses electronically. Electronic submission eliminates errors and 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.

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: 282 129 630 042

Passcode: XNiZn7

Download Teams | Join on the web

Or call in (audio only)

+1 469-848-0201,,748143015# United States, Dallas

Phone Conference ID: 748 143 015#

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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 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 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.

1.9 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 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 Director of all conflicts, errors, ambiguities, or discrepancies which 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 fiber installation services in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fee for consideration.

The successful Vendor will be required to enter into an Agreement with Owner based on EJCDC Standard form of agreement between the Owner and the Contractor.

Description of Project

Fiber Phase 2 will connect locations along the phase 1 fiber path. This will provide service to lift stations, PRV's, Fire Station 1, EDC, and WWTP. See plans and technical specifications for more detail.

Project Schedule

Substantial Completion = 160 Calendar Days
Completion = 210 Calendar Days

Total Estimated Budget: $500,000

Bond Requirements

Payment Bond
Performance Bond
Maintenance Bond

Insurance

ALL RESPONDENTS must submit agree to maintain during the course of 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

In order 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 (40%)
- Experience of the firm, including projects of similar size and scope (30%)
- Qualifications of Project Personnel (10%)
- Overall Ability to meet the City's Objectives (10%)

Interviews and Presentations

In fairness to all firms, requests for interviews or private meetings prior to 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. If interviews need to be conducted, they will happen on:

Selection and Award

Selection Criteria and the ranking. If the Owner is unable to reach an agreement with the first-ranked Offeror, the Owner shall terminate further discussions with the first-ranked Offeror and commence negotiations with the next-ranked Offeror in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (1) the Offeror's execution and delivery of the Contract and delivery of all required bonds and evidence of insurance within ten (10) calendar days after the successful Offeror is notified of the acceptance of its Proposal, and (ii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the contract, required bonds, and evidence of insurance or fail to fulfill any other such preconditions timely, the Owner may, at its option and discretion, without releasing, impairing, or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Offeror, or may reject all Proposals.

There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the contract or Work being proposed unless and until the agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Offeror or Owner, as applicable.

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.

2024-100 Addendum 2
TDC2, LLC
Supplier Response

Event Information

Number:	2024-100 Addendum 2
Title:	Fiber Installation Phase 2
Type:	Request for Proposal
Issue Date:	4/1/2024
Deadline:	4/23/2024 10:00 AM (CT)
Notes:	The City of Celina (City) is seeking proposals from vendors for fiber installation. Fiber Phase 2 will connect locations along the phase 1 fiber path. This will provide service to lift stations, PRV's, Fire Station 1, EDC, and WWTP. Estimated Budget = $500,000

Contact Information

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

TDC2, LLC Information

Contact: Scott Mackinaw
Address: 634 NORTH BALLARD AVENUE
WYLIE, TX 75098
Phone: (972) 442-7005
Email: smackinaw@tdc2.com
Web Address: www.tdc2.com

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

Scott Mackinaw
Signature

smackinaw@tdc2.com
Email

Submitted at 4/23/2024 09:24:09 AM (CT)

Requested Attachments

W9

W9-TDC2 3.4.24.pdf

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

CIQ - Conflict of Interest

Exhibit 4 CIQ - TDC2 4-23-24 signed.pdf

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

Statement of Qualifications

Exhibit_5_Statement_of_Qualifications TDC2 4-22-24.docx

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

Bid Bond

TDC2BidBond - City of Celina Fiber Installation Phase 2.pdf

Complete the Bid Bond form located in the Attachments Tab and upload here.

Form 1295

Interested Parties 1295 Form - TDC2 4-18-24.pdf

Complete the form 1295 electronically and upload the signed form here

00-410 Experience Record

Section_00410_-_Experience_Record TDC2 4-23-24.pdf

Complete the Experience Record form located in the Attachments Tab and upload here.

00-401 Contractor Compliance to State Law

Section_00401-_Contractor_Compliance_to_State_Law1 - TDC2 4-23-24.pdf

Complete the Contractor Compliance to State Law form located in the Attachments Tab and upload here.

00-403 Contractor Compliance to Texas Sales Tax Code

Section_00403_Contractor_Compliance_to_Texas_Sales_Tax_Code - TDC2 4-23-24.pdf

Complete the Contractor Compliance to Texas Sales Tax Code form located in the Attachments Tab and upload here.

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 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 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.

7 **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.

8 **Contact Person**

Name and Title

Scott Mackinaw

9 **Contact Person Phone**

(469) 999-7411

10 **Contact Person Email**

smackinaw@tdc2.com

11 **Main Office Location**

634 N Ballard Ave, Wylie, TX 75098

12 **Years in Business**

5.9

13 **Office Location**

Please list your corporate office location and any branch locations in Texas.

Main Corporate Office 634 N Ballard Ave Wylie, TX 75098 Regional Office for Houston & Surrounding Markets 14335 Greenleaf Dr Conroe, TX 77302

14 **Business Name**

Has your business operated under the same name? If no, under what former name has your organization operated?

Yes

15 **Binding Official**

The name of the binding official granted the power to execute agreements.

Scott Mackinaw

16 **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.

TDC2 is registered with the Texas Secretary of State's office as a Limited Liability Company and as such is legally qualified to perform the work required by this RFP. The State of Texas does not require a Contractor's License for the Construction of Broadband Fiber Networks.

17

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.

18

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.

19

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.

20

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.

21

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.

22

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

23

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

24 **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

25 **Risk 4: Debarrment**

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

26 **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

27 **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

28 **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

29 **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

30 **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

31 **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

32 **Risk 11 Claims and Suits**

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

No

33 Exceptions / Comments

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

NONE

34 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.

35 Public or Private

Is your business publicly traded?

No

36 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.

37 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.

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 registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Yes, our federal ID number is 46-2952670. Our File Number from the Office of the Secretary of State is 801793413

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 teh 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 Bid Bond

1.) A copy of the bond shall be uploaded; **and**

2.) The original must be submitted, upon request, to Purchasing within 3 business days.

41 Substantial Completion

Substantial Completion = 160 calendar days

☑ Acknowledge

42 Completion - Ready for Final Payment

Completion = 210 calendar days

☑ Acknowledge

43 Mobilization

Mobilization shall be subsidiary to the contract line items

44 Procore

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**

All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.

Example:

All work completed for August 1 - 31, 2024 is due by September 10, 2024

Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner.

☑ I agree to utilize the City's Procore Software.

45 Liquidated Damages

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$2,500 per day

46 Celina Design and Construction Standards

https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

47 Sub-Contractor Payments

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

TDC2 agrees with the Sub-Contractor Payment requirements.

48	**Noise Ordinance** Article 8.04 sets time limits for noise during construction. Specifically, 8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020) Understood & Agreed

49

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

TDC2 agrees to abide by all Federal, State, and Local environmental laws as described in this section

50

Addendum 1

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

5 1	**Addendum 2** Please acknowledge receipt of addendum 2. ☑ I acknowledge receipt of Addendum.

Bid Lines

1	**Package Header** Underground Quantity: 1 Total: $196,300.00

Package Items

1.1 Temporary Traffic Control	Quantity: 1	UOM: LS	Price:	$200.00	Total:	$200.00
1.2 Police Managed TC	Quantity: 5	UOM: DAY	Price:	$650.00	Total:	$3,250.00
1.3 New Building Riser	Quantity: 3	UOM: EA	Price:	$575.00	Total:	$1,725.00
1.4 Building Interior Conduit	Quantity: 95	UOM: LF	Price:	$30.00	Total:	$2,850.00
1.5 Proof Duct	Quantity: 494	UOM: LF	Price:	$5.00	Total:	$2,470.00
1.6 Proof Existing Ground box	Quantity: 3	UOM: EA	Price:	$50.00	Total:	$150.00
1.7 24x36x36 Handhole (Ground box)	Quantity: 23	UOM: EA	Price:	$1,400.00	Total:	$32,200.00
1.8 30x60x36 Handhole (Ground box)	Quantity: 1	UOM: EA	Price:	$1,800.00	Total:	$1,800.00
1.9 Horizontal Directional Bore	Quantity: 5875	UOM: LF	Price:	$16.00	Total:	$94,000.00
1.10 Open Cut	Quantity: 1465	UOM: LF	Price:	$28.00	Total:	$41,020.00
1.11 R&R Concrete Flatwork	Quantity: 1	UOM: SF	Price:	$35.00	Total:	$35.00
1.12 Intercept duct 5 feet or less	Quantity: 5	UOM: EA	Price:	$550.00	Total:	$2,750.00
1.13 Intercept duct greater than 5 feet	Quantity: 1	UOM: EA	Price:	$850.00	Total:	$850.00
1.14 Ground Rod	Quantity: 25	UOM: EA	Price:	$45.00	Total:	$1,125.00

1.15 Fiber Markers for UG

Quantity: 25 UOM: EA Price: $75.00 Total: $1,875.00

1.16 R&R Barrier Free Ramp

Quantity: 100 UOM: SF Price: $55.00 Total: $5,500.00

1.17 Street Pavement Potholing

Quantity: 5 UOM: EA Price: $150.00 Total: $750.00

1.18 R&R Asphalt Paving

Quantity: 100 UOM: SF Price: $35.00 Total: $3,500.00

1.19 ***Line deleted as part of an Addendum***

1.20 Close Out

Quantity: 1 UOM: LS Price: $250.00 Total: $250.00

2 Package Header

Aerial

Quantity: 1 Total: $151,442.00

Package Items

2.1 Temporary Traffic Control

Quantity: 1 UOM: LS Price: $250.00 Total: $250.00

2.2 Police Managed TC

Quantity: 5 UOM: DAY Price: $650.00 Total: $3,250.00

2.3 Manage / Test 48 fc on reel

Quantity: 1 UOM: EA Price: $350.00 Total: $350.00

2.4 Manage / Test 96 fc on reel

Quantity: 1 UOM: EA Price: $700.00 Total: $700.00

2.5 Manage / Test 144 fc on reel

Quantity: 5 UOM: EA Price: $1,200.00 Total: $6,000.00

2.6 Hang/Lash cable to strand

Quantity: 6046 UOM: LF Price: $3.00 Total: $18,138.00

2.7 Slack in Sno Shoes

Quantity: 5 UOM: EA Price: $220.00 Total: $1,100.00

2.8 Hang Splice enclosure w/slack

Quantity: 4 UOM: EA Price: $220.00 Total: $880.00

2.9 Overlash cable

Quantity: 1 UOM: LF Price: $2.85 Total: $2.85

2.10 Riser, Guard & Boot

Quantity: 15 UOM: EA Price: $275.00 Total: $4,125.00

2.11 New Build Messenger Strand

Quantity: 6046 UOM: LF Price: $1.85 Total: $11,185.10

2.12 Pull Fiber cable in duct

Quantity: 7460 UOM: LF Price: $1.00 Total: $7,460.00

2.13 Aerial Fiber Markers

Quantity: 24 UOM: EA Price: $12.00 Total: $288.00

2.14 Coil Slack in handhole

Quantity: 24 UOM: EA Price: $100.00 Total: $2,400.00

2.15 Tree Trimming

Quantity: 1 UOM: LS Price: $500.00 Total: $500.00

2.16 Install Guy

Quantity: 16 UOM: EA Price: $125.00 Total: $2,000.00

2.17 Install Guy Guards

Quantity: 16 UOM: EA Price: $15.00 Total: $240.00

2.18 Wreck Fiber Cable

Quantity: 1 UOM: LF Price: $2.00 Total: $2.00

2.19 Make Ready

Quantity: 8 UOM: EA Price: $35.00 Total: $280.00

2.20 Bond Strand

Quantity: 24 UOM: EA Price: $5.00 Total: $120.00

2.21 Screw Anchor

Quantity: 16 UOM: EA Price: $125.00 Total: $2,000.00

2.22 CCH-01U Fiber Drawer

Quantity: 1 UOM: EA Price: $702.85 Total: $702.85

2.23 CCH-02U Fiber Drawer

Quantity: 3 UOM: EA Price: $819.62 Total: $2,458.86

2.24 CCH-04U Fiber Drawer

Quantity: 1 UOM: EA Price: $973.35 Total: $973.35

2.25 CCH Splice Cassettes

Quantity: 6 UOM: EA Price: $760.50 Total: $4,563.00

2.26 Prep Cable for Splicing

Quantity: 30 UOM: EA Price: $5.00 Total: $150.00

2.27 PLP Coyote ONE Dome Closure

Quantity: 1 UOM: EA Price: $455.00 Total: $455.00

2.28 PLP Coyote Splice Tray 24ct Low Profile

Quantity: 17 UOM: EA Price: $25.00 Total: $425.00

2.29 PLP Coyote Dome Buffer Tube Version

Quantity: 2 UOM: EA Price: $455.00 Total: $910.00

2.30 Fusion Splice in enclosure

Quantity: 403 UOM: EA STRAND Price: $32.00 Total: $12,896.00

2.31 Close Out

Quantity: 1 UOM: LS Price: $250.00 Total: $250.00

2.32 Directional Bore (4) 1.5IN HDPE

Quantity: 1 UOM: LF Price: $18.00 Total: $18.00

2.33 Building Interior 2IN Conduit

Quantity: 1 UOM: LF Price: $28.00 Total: $28.00

2.34 Handhole (Ground box) Protection

Quantity: 2 UOM: EA Price: $1,100.00 Total: $2,200.00

2.35 H-Frame

Quantity: 1 UOM: EA Price: $567.99 Total: $567.99

2.36 NEMA 4X 27x11x33 Enclosure

Quantity: 15 UOM: EA Price: $4,238.20 Total: $63,573.00

Response Total: $347,742.00

2024-100 Fiber Installation Phase 2 - Scoring Round

Supplier	Rank	Score		Bid Evaluation	Cost - Formula based	Experience of the Firm	Qualification of Project Personnel	Overall Ability to Meet The City's Objectives
		90			40.00	30.00	10.00	10.00
TDC2, LLC	1	87.00			40.00	29.00	9.00	9.00
R-Tel Construction, LTD	2	85.31			35.31	30.00	10.00	10.00
Excell Communications Inc	3	77.21			39.21	22.50	7.50	8.00
W. Brown Enterprises, Inc.	4	75.89			28.89	29.00	9.00	9.00
L&M Aerial & Underground LLC	5	67.02			38.52	17.50	5.00	6.00
ADB Companies, LLC	6	63.60			29.10	21.00	5.50	8.00
		76.01			**35.17**	**24.83**	**7.67**	**8.33**

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-100
SOLICITATION NAME: Fiber Installation Phase 2
PROJECT #: IT04

Bid Opening Date	04/23/2024	Bid Opening Time:	10:00 AM

The number of Invitations Sent/Vendors Notified:	52
The number of Submissions:	7
The number of Non-Responsive Bids:	1
The number of Responsive Bids:	6
The number of No Bids:	0
Did any vendor invoke the Local Preference per our policy (Y/N)	N

Review/Evaluation:

Purchasing completed an initial review to determine each bidder's responsiveness. Mears Broadband was deemed non-responsive for failure to provide proper pricing. The responses were then sent to the department for further evaluation based on cost, the firm's experience, the qualifications of the project personnel, and the overall ability to meet the City's needs.

Coop/Sole Source:

N/A

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

Recommended Vendor(s):	TDC2 LLC
Contract Term:	210 Calendar Days from NTP until final completion

Ryan Quigley
Purchasing Agent

6-18-24
Date

Bid 2024-100 Fiber Installation Phase 2 Opened on 4/23/2024 10:00:00 AM				Mears Broadband, LLC		TDC2, LLC		Excell Communications Inc		L&M Aerial & Underground LLC		R-Tel Construction, LTD		ADB Companies, LLC		W. Brown Enterprises, Inc.	
				Total Price	$332,084.47	Total Price	$347,742.00	Total Price	$354,753.26	Total Price	$361,065.01	Total Price	$393,903.60	Total Price	$478,059.53	Total Price	$481,417.98
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Temporary Traffic Control	1	LS	$ -	$ -	$ 200.00	$ 200.00	$ 1,150.00	$ 1,150.00	$ 5,000.00	$ 5,000.00	$ 1,989.00	$ 1,989.00	$ 1,877.04	$ 1,877.04	$ 6,000.00	$ 6,000.00
1.2	Police Managed TC	5	DAY	$ -	$ -	$ 650.00	$ 3,250.00	$ 760.00	$ 3,800.00	$ 750.00	$ 3,750.00	$ 900.00	$ 4,500.00	$ 1,877.05	$ 9,385.25	$ 500.00	$ 2,500.00
1.3	New Building Riser	3	EA	$ 1,385.43	$ 4,156.29	$ 575.00	$ 1,725.00	$ 3.75	$ 11.25	$ 1,575.00	$ 4,725.00	$ 1,750.00	$ 5,250.00	$ 938.52	$ 2,815.56	$ 550.00	$ 1,650.00
1.4	Building Interior Conduit	95	LF	$ 12.03	$ 1,142.85	$ 30.00	$ 2,850.00	$ 3.05	$ 289.75	$ 23.96	$ 2,276.20	$ 60.00	$ 5,700.00	$ 8.84	$ 839.80	$ 10.91	$ 1,036.45
1.5	Proof Duct	494	LF	$ 2.70	$ 1,333.80	$ 5.00	$ 2,470.00	$ 1.55	$ 765.70	$ 1.50	$ 741.00	$ 1.00	$ 494.00	$ 1.01	$ 498.94	$ 1.50	$ 741.00
1.6	Proof Existing Ground box	3	EA	$ 200.37	$ 601.11	$ 50.00	$ 150.00	$ 0.67	$ 2.01	$ 280.00	$ 840.00	$ 225.00	$ 675.00	$ 108.29	$ 324.87	$ 200.00	$ 600.00
1.7	24x36x36 Handhole (Ground box)	23	EA	$ 1,415.69	$ 32,560.87	$ 1,400.00	$ 32,200.00	$ 1,190.20	$ 27,374.60	$ 1,095.00	$ 25,185.00	$ 1,575.00	$ 36,225.00	$ 1,415.28	$ 32,551.44	$ 1,250.00	$ 28,750.00
1.8	30x60x36 Handhole (Ground box)	1	EA	$ 2,487.81	$ 2,487.81	$ 1,800.00	$ 1,800.00	$ 1,967.53	$ 1,967.53	$ 1,860.00	$ 1,860.00	$ 2,737.50	$ 2,737.50	$ 3,755.99	$ 3,755.99	$ 2,250.00	$ 2,250.00
1.9	Horizontal Directional Bore	5875	LF	$ 23.56	$ 138,415.00	$ 16.00	$ 94,000.00	$ 15.52	$ 91,180.00	$ 14.94	$ 87,772.50	$ 22.35	$ 131,306.25	$ 18.76	$ 110,215.00	$ 25.00	$ 146,875.00
1.10	Open Cut	1465	LF	$ 11.87	$ 17,389.55	$ 28.00	$ 41,020.00	$ 11.17	$ 16,364.05	$ 8.44	$ 12,364.60	$ 17.66	$ 25,871.90	$ 90.32	$ 132,318.80	$ 14.00	$ 20,510.00
1.11	R&R Concrete Flatwork	1	SF	$ 53.44	$ 53.44	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 14.50	$ 14.50	$ 20.00	$ 20.00	$ 86.63	$ 86.63	$ 42.00	$ 42.00
1.12	Intercept duct 5 feet or less	5	EA	$ 679.91	$ 3,399.55	$ 550.00	$ 2,750.00	$ 67.00	$ 335.00	$ 325.00	$ 1,625.00	$ 845.00	$ 4,225.00	$ 1,277.84	$ 6,389.20	$ 750.00	$ 3,750.00
1.13	Intercept duct greater than 5 feet	1	EA	$ 1,010.26	$ 1,010.26	$ 850.00	$ 850.00	$ 82.00	$ 82.00	$ 650.00	$ 650.00	$ 1,725.00	$ 1,725.00	$ 2,598.99	$ 2,598.99	$ 2,500.00	$ 2,500.00
1.14	Ground Rod	25	EA	$ 92.48	$ 2,312.00	$ 45.00	$ 1,125.00	$ 462.98	$ 11,574.50	$ 43.00	$ 1,075.00	$ 71.92	$ 1,798.00	$ 96.38	$ 2,409.50	$ 225.00	$ 5,625.00
1.15	Fiber Markers for UG	25	EA	$ 27.32	$ 683.00	$ 75.00	$ 1,875.00	$ 32.10	$ 802.50	$ 40.00	$ 1,000.00	$ 32.93	$ 823.25	$ 25.29	$ 632.25	$ 100.00	$ 2,500.00
1.16	R&R Barrier Free Ramp	100	SF	$ 44.08	$ 4,408.00	$ 55.00	$ 5,500.00	$ 38.00	$ 3,800.00	$ 19.50	$ 1,950.00	$ 28.75	$ 2,875.00	$ 98.18	$ 9,818.00	$ 75.00	$ 7,500.00
1.17	Street Pavement Potholing	5	EA	$ 374.02	$ 1,870.10	$ 150.00	$ 750.00	$ 200.00	$ 1,000.00	$ 450.00	$ 2,250.00	$ 250.00	$ 1,250.00	$ 505.36	$ 2,526.80	$ 250.00	$ 1,250.00
1.18	R&R Asphalt Paving	100	SF	$ 36.73	$ 3,673.00	$ 35.00	$ 3,500.00	$ 24.50	$ 2,450.00	$ 14.50	$ 1,450.00	$ 22.50	$ 2,250.00	$ 33.21	$ 3,321.00	$ 38.00	$ 3,800.00
1.20	Close Out	1	LS	$ -	$ -	$ 250.00	$ 250.00	$ 950.00	$ 950.00	$ 2,500.00	$ 2,500.00	$ 1,800.00	$ 1,800.00	$ 2,526.79	$ 2,526.79	$ 3,500.00	$ 3,500.00
1	**Underground**	**1**			**$ 215,496.63**		**$ 196,300.00**		**$ 163,933.89**		**$ 157,028.80**		**$ 231,514.90**		**$ 324,891.85**		**$ 241,379.45**
2.1	Temporary Traffic Control	1	LS	$ -	$ -	$ 250.00	$ 250.00	$ 1,150.00	$ 1,150.00	$ 5,000.00	$ 5,000.00	$ 1,989.00	$ 1,989.00	$ 2,526.79	$ 2,526.79	$ 3,000.00	$ 3,000.00
2.2	Police Managed TC	5	DAY	$ -	$ -	$ 650.00	$ 3,250.00	$ 760.00	$ 3,800.00	$ 750.00	$ 3,750.00	$ 900.00	$ 4,500.00	$ 2,526.79	$ 12,633.95	$ 500.00	$ 2,500.00
2.3	Manage / Test 48 fc on reel	1	EA	$ 106.86	$ 106.86	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 500.00	$ 500.00	$ 384.00	$ 384.00	$ 720.00	$ 720.00
2.4	Manage / Test 96 fc on reel	1	EA	$ 213.73	$ 213.73	$ 700.00	$ 700.00	$ 1,530.00	$ 1,530.00	$ 2,400.00	$ 2,400.00	$ 850.00	$ 850.00	$ 768.00	$ 768.00	$ 1,440.00	$ 1,440.00
2.5	Manage / Test 144 fc on reel	5	EA	$ 320.59	$ 1,602.95	$ 1,200.00	$ 6,000.00	$ 2,000.00	$ 10,000.00	$ 3,600.00	$ 18,000.00	$ 1,200.00	$ 6,000.00	$ 1,152.00	$ 5,760.00	$ 2,160.00	$ 10,800.00
2.6	Hang/Lash cable to strand	6046	LF	$ 1.66	$ 10,036.36	$ 3.00	$ 18,138.00	$ 1.50	$ 9,069.00	$ 1.45	$ 8,766.70	$ 1.95	$ 11,789.70	$ 1.34	$ 8,101.64	$ 1.75	$ 10,580.50
2.7	Slack in Sno Shoes	5	EA	$ 185.02	$ 925.10	$ 220.00	$ 1,100.00	$ 48.00	$ 240.00	$ 215.00	$ 1,075.00	$ 165.00	$ 825.00	$ 225.01	$ 1,125.05	$ 280.00	$ 1,400.00
2.8	Hang Splice enclosure w/slack	4	EA	$ 211.74	$ 846.96	$ 220.00	$ 880.00	$ 100.00	$ 400.00	$ 800.00	$ 3,200.00	$ 171.75	$ 687.00	$ 202.41	$ 809.64	$ 405.00	$ 1,620.00
2.9	Overlash cable	1	LF	$ 1.65	$ 1.65	$ 2.85	$ 2.85	$ 1.40	$ 1.40	$ 1.45	$ 1.45	$ 1.95	$ 1.95	$ 1.97	$ 1.97	$ 1.50	$ 1.50
2.10	Riser, Guard & Boot	15	EA	$ 131.56	$ 1,973.40	$ 275.00	$ 4,125.00	$ 70.28	$ 1,054.20	$ 250.00	$ 3,750.00	$ 150.00	$ 2,250.00	$ 103.43	$ 1,551.45	$ 120.66	$ 1,809.90
2.11	New Build Messenger Strand	6046	LF	$ 2.28	$ 13,784.88	$ 1.85	$ 11,185.10	$ 2.23	$ 13,482.58	$ 1.75	$ 10,580.50	$ 1.99	$ 12,031.54	$ 1.75	$ 10,580.50	$ 2.87	$ 17,352.02
2.12	Pull Fiber cable in duct	7460	LF	$ 2.14	$ 15,964.40	$ 1.00	$ 7,460.00	$ 1.29	$ 9,623.40	$ 0.85	$ 6,341.00	$ 1.09	$ 8,131.40	$ 1.31	$ 9,772.60	$ 1.25	$ 9,325.00
2.13	Aerial Fiber Markers	24	EA	$ 4.83	$ 115.92	$ 12.00	$ 288.00	$ 6.80	$ 163.20	$ 10.00	$ 240.00	$ 4.50	$ 108.00	$ 5.08	$ 121.92	$ 10.00	$ 240.00
2.14	Coil Slack in handhole	24	EA	$ 66.79	$ 1,602.96	$ 100.00	$ 2,400.00	$ 38.00	$ 912.00	$ 85.00	$ 2,040.00	$ 40.00	$ 960.00	$ 126.34	$ 3,032.16	$ 100.00	$ 2,400.00
2.15	Tree Trimming	1	LS	$ 534.31	$ 534.31	$ 500.00	$ 500.00	$ 50.00	$ 50.00	$ 650.00	$ 650.00	$ 3,500.00	$ 3,500.00	$ 202.14	$ 202.14	$ 8,000.00	$ 8,000.00
2.16	Install Guy	16	EA	$ 65.83	$ 1,053.28	$ 125.00	$ 2,000.00	$ 47.50	$ 760.00	$ 45.00	$ 720.00	$ 109.81	$ 1,756.96	$ 85.91	$ 1,374.56	$ 150.00	$ 2,400.00
2.17	Install Guy Guards	16	EA	$ 26.72	$ 427.52	$ 15.00	$ 240.00	$ 19.00	$ 304.00	$ 5.00	$ 80.00	$ 14.95	$ 239.20	$ 36.77	$ 588.32	$ 29.09	$ 465.44
2.18	Wreck Fiber Cable	1	LF	$ 1.20	$ 1.20	$ 2.00	$ 2.00	$ 0.42	$ 0.42	$ 1.50	$ 1.50	$ 1.00	$ 1.00	$ 1.01	$ 1.01	$ 2.50	$ 2.50
2.19	Make Ready	8	EA	$ 106.86	$ 854.88	$ 35.00	$ 280.00	$ 22.50	$ 180.00	$ 72.00	$ 576.00	$ 105.00	$ 840.00	$ 1,732.66	$ 13,861.28	$ 250.00	$ 2,000.00
2.20	Bond Strand	24	EA	$ 16.65	$ 399.60	$ 5.00	$ 120.00	$ 14.00	$ 336.00	$ 7.00	$ 168.00	$ 9.55	$ 229.20	$ 37.09	$ 890.16	$ 50.00	$ 1,200.00
2.21	Screw Anchor	16	EA	$ 211.14	$ 3,378.24	$ 125.00	$ 2,000.00	$ 239.72	$ 3,835.52	$ 255.00	$ 4,080.00	$ 207.81	$ 3,324.96	$ 244.30	$ 3,908.80	$ 283.22	$ 4,531.52
2.22	CCH-01U Fiber Drawer	1	EA	$ 355.45	$ 355.45	$ 702.85	$ 702.85	$ 386.00	$ 386.00	$ 1,600.00	$ 1,600.00	$ 418.12	$ 418.12	$ 654.45	$ 654.45	$ 600.00	$ 600.00
2.23	CCH-02U Fiber Drawer	3	EA	$ 427.40	$ 1,282.20	$ 819.62	$ 2,458.86	$ 580.02	$ 1,740.06	$ 1,950.00	$ 5,850.00	$ 495.43	$ 1,486.29	$ 733.89	$ 2,201.67	$ 600.00	$ 1,800.00
2.24	CCH-04U Fiber Drawer	1	EA	$ 530.71	$ 530.71	$ 973.35	$ 973.35	$ 1,037.40	$ 1,037.40	$ 4,500.00	$ 4,500.00	$ 599.63	$ 599.63	$ 863.89	$ 863.89	$ 1,023.10	$ 1,023.10
2.25	CCH Splice Cassettes	6	EA	$ 152.54	$ 915.24	$ 760.50	$ 4,563.00	$ 658.60	$ 3,951.60	$ 888.36	$ 5,330.16	$ 560.69	$ 3,364.14	$ 331.67	$ 1,990.02	$ 724.00	$ 4,344.00
2.26	Prep Cable for Splicing	30	EA	$ 29.39	$ 881.70	$ 5.00	$ 150.00	$ 31.00	$ 930.00	$ 125.00	$ 3,750.00	$ 100.00	$ 3,000.00	$ 257.15	$ 7,714.50	$ 325.00	$ 9,750.00
2.27	PLP Coyote ONE Dome Closure	1	EA	$ 463.93	$ 463.93	$ 455.00	$ 455.00	$ 303.00	$ 303.00	$ 925.00	$ 925.00	$ 343.57	$ 343.57	$ 325.00	$ 325.00	$ 530.00	$ 530.00
2.28	PLP Coyote Splice Tray 24ct Low Profile	17	EA	$ 88.58	$ 1,505.86	$ 25.00	$ 425.00	$ 107.34	$ 1,824.78	$ 180.00	$ 3,060.00	$ 35.54	$ 604.18	$ 50.56	$ 859.52	$ 194.00	$ 3,298.00
2.29	PLP Coyote Dome Buffer Tube Version	2	EA	$ 624.62	$ 1,249.24	$ 455.00	$ 910.00	$ 623.94	$ 1,247.88	$ 976.39	$ 1,952.78	$ 633.08	$ 1,266.16	$ 617.23	$ 1,234.46	$ 1,100.00	$ 2,200.00
2.30	Fusion Splice in enclosure	403	EA STRAND	$ 34.73	$ 13,996.19	$ 32.00	$ 12,896.00	$ 31.00	$ 12,493.00	$ 25.50	$ 10,276.50	$ 30.25	$ 12,190.75	$ 38.36	$ 15,459.08	$ 34.00	$ 13,702.00
2.31	Close Out	1	LS	$ -	$ -	$ 250.00	$ 250.00	$ 768.73	$ 768.73	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 2,526.79	$ 2,526.79	$ 2,500.00	$ 2,500.00
2.32	Directional Bore (4) 1.5IN HDPE	1	LF	$ 30.99	$ 30.99	$ 18.00	$ 18.00	$ 18.94	$ 18.94	$ 21.62	$ 21.62	$ 40.50	$ 40.50	$ 24.28	$ 24.28	$ 28.00	$ 28.00
2.33	Building Interior 2IN Conduit	1	LF	$ 15.31	$ 15.31	$ 28.00	$ 28.00	$ 8.26	$ 8.26	$ 25.00	$ 25.00	$ 80.00	$ 80.00	$ 13.29	$ 13.29	$ 10.50	$ 10.50
2.34	Handhole (Ground box) Protection	2	EA	$ 400.74	$ 801.48	$ 1,100.00	$ 2,200.00	$ 134.00	$ 268.00	$ 775.00	$ 1,550.00	$ 2,600.00	$ 5,200.00	$ 469.26	$ 938.52	$ 500.00	$ 1,000.00
2.35	H-Frame	1	EA	$ 734.69	$ 734.69	$ 567.99	$ 567.99	$ 4,750.00	$ 4,750.00	$ 450.00	$ 450.00	$ 3,800.00	$ 3,800.00	$ 10,109.17	$ 10,109.17	$ 4,500.00	$ 4,500.00
2.36	NEMA 4X 27x11x33 Enclosure	15	EA	$ 2,666.71	$ 40,000.65	$ 4,238.20	$ 63,573.00	$ 6,880.00	$ 103,200.00	$ 5,975.00	$ 89,625.00	$ 4,532.03	$ 67,980.45	$ 2,017.14	$ 30,257.10	$ 7,530.97	$ 112,964.55
2	**Aerial**	**1**			**$ 116,587.84**		**$ 151,442.00**		**$ 190,819.37**		**$ 204,036.21**		**$ 162,388.70**		**$ 153,167.68**		**$ 240,038.53**

FIBER PHASE 2

Amy Alexander
Director of Information Technology
July 9, 2024

FIBER PHASE 1

Phase 1 is complete.

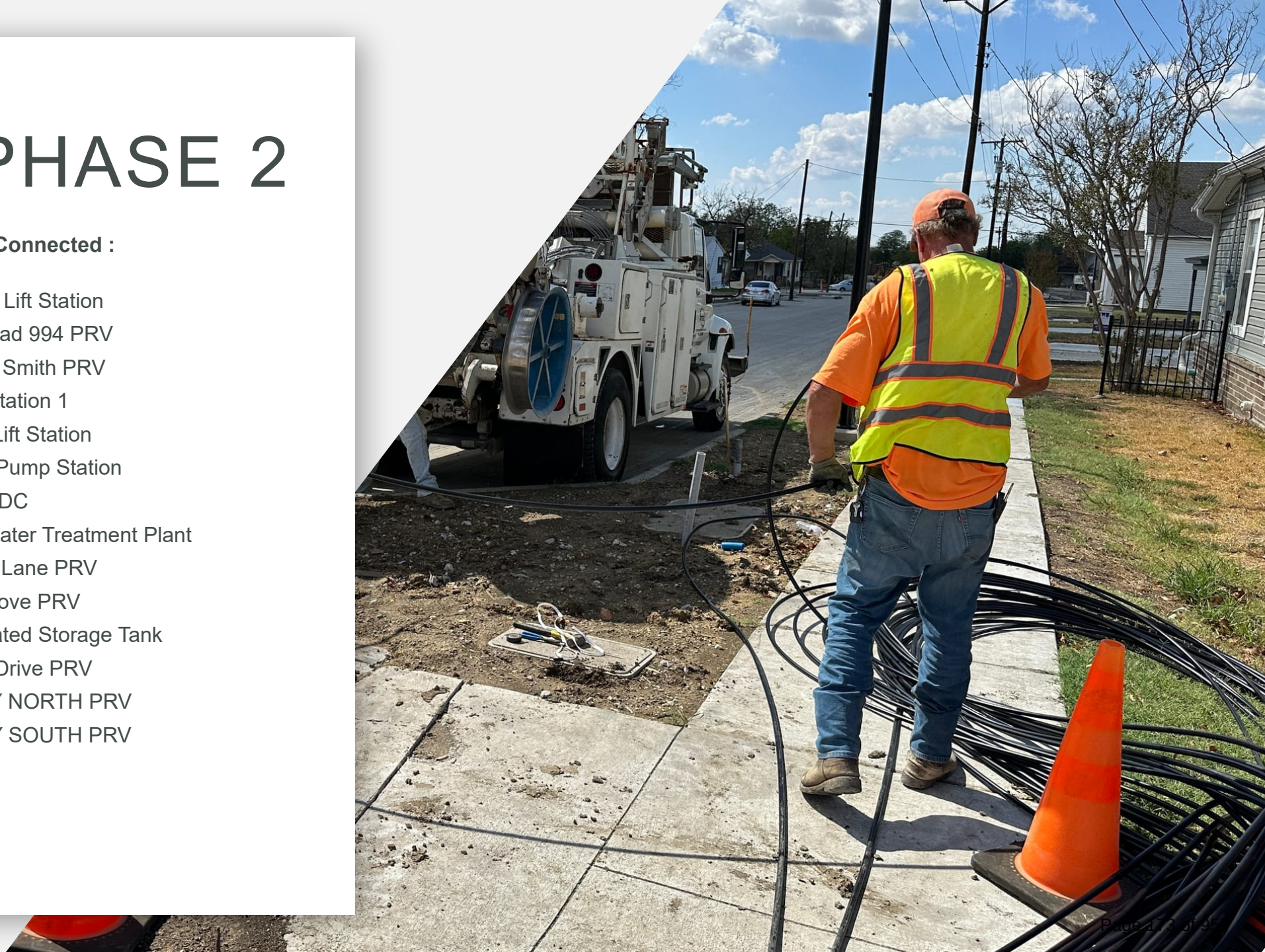
Facilities Connected :

Public Works
Police Headquarters
Fire Station 3
Modulars
Downtown Square WiFi
Senior Center
IT Office
DR Meet-point

FIBER PHASE 2

Facilities Connected :

Chalk Hill Lift Station
County Road 994 PRV
W. J Fred Smith PRV
Fire Station 1
Sunset Lift Station
Downtown Pump Station
EDC
Downtown Wastewater Treatment Plant
Laughlin Lane PRV
The Grove PRV
Coit Road Elevated Storage Tank
Legacy Drive PRV
NORTH SKY NORTH PRV
NORTH SKY SOUTH PRV



QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Legacy Drive Schematic Design R96

Action Requested:
Consider and act to authorize the City Manager to execute a contract with Westwood Professional Services for the schematic design of the Legacy Drive road improvements from Carey Road to Punk Carter Parkway and the FM 428 intersection with Legacy Drive and Collin County Outer Loop Frontage Road.in an amount not to exceed. $335,560.00. (Glasgow)

Background Information:
Existing County Road 6 (Future Legacy Drive) is an unimproved road within the flood plain that has been identified on the City's thoroughfare map as a future six-lane divided thoroughfare. This schematic design is to explore different options to align the road through the FEMA floodplain and identified Water of the United States tributary along the existing roadway. As a part of this project, the consultant will also explore alignment options at the intersection of FM 428 and CR 6 (Future Legacy Drive) to improve safety of the intersection for drivers entering and existing FM 428 to CR 6.

Legal Review:
Legal has previously reviewed and approved the contract template.

Supporting Documents:
1. WA and Exhibits - Legacy Dr SD
2. Legacy Drive Scope Exhibit

Financial Consideration:

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

Staff Recommendation:
Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 PK/Westwood	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Pacheco Koch Consulting Engineers** (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:	Legacy Drive Schematic Design		
Engineer Project #:	R0046947.00	**Work Authorization Date:**	7/10/2024
Engineer:	Westwood Professional Services		
Purchase Order#:		**Project #:**	R96
Engineer Representative	Brian O'Neill	**Owner Representative:**	Scott Harper

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
Signature	Signature
Robert Ranc, City Manager	Brian O'Neill, Sr. Director, Public Infrastructure
Printed Name & Title	Printed Name & Title
	Jul 3, 2024
Date	Date

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Westwood Professional Services (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

LEGACY DRIVE SCHEMATIC DESIGN
CAREY RD TO PUNK CARTER PKWY

PROJECT DESCRIPTION:

The project consists of the schematic design of Legacy Drive from Carey Road to Punk Carter Parkway as shown on the City of Celina MTP. This schematic design will include an ultimate 6 lane divided roadway section along Legacy Drive. The centerline will be based on AASHTO and City of Celina design requirements for major arterial roadways (P6D) with an anticipated design speed of 45 MPH. The schematic design will include plan view utilizing aerials and available ROW information. The conceptual profile will be based off survey and LiDAR information. The project will incorporate guidelines from City of Celina, AASHTO and TxDOT design criteria. Finally, the crossings over Doe Branch Tributary will be identified and the elevations set based on FEMA published 100-year water surface elevations. The design schematic will analyze both bridge and culverts crossings.

In addition, a schematic design for removal of the FM 428 curve at CR 6 to be replaced by T-Intersection (Ultimate 4-Way Intersection) at the intersection of FM 428, CR 6 (future Legacy Drive), and Outer Loop Frontage. The schematic design will include design for the re-alignment of FM 428 to align with future Outer Loop Frontage and existing CR 6 roadway. The centerline for FM 428 will be based on existing road and AASHTO and TxDOT design requirements for Two-Lane Rural Highways. The schematic design will include plan view utilizing aerials and available ROW information. The conceptual profile will be based off survey and LiDAR information. The project will incorporate guidelines from City of Celina, AASHTO and TxDOT design criteria.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
    - Lead, manage and direct design team activities
    - Ensure quality control is practiced in performance of the work
    - Communicate internally among team members
    - Allocate team resources

2. Communications and Reporting:
    - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.

- Conduct review meetings with the OWNER at the end of each design phase. Anticipate up to two meetings (Project Kick-Off, 10% Design Review)
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:
    - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

4. Right-Of- Entry:
    - CONSULTANT will prepare and deliver Right-Of-Entry letters to facilitate project logistics and notify stakeholders of the project. In addition, letters can be used to determine stakeholder contact information for future coordination. CONSULTANT will prepare a matrix of response and send information to city upon receipt.

B. Conceptual Design Schematics (Alternative Analysis) (10% Submittal)

1. Prepare conceptual design layouts for up to five (5) alternatives options. Options to be analyzed include:
    - Western Channel Alignment (Box Culvert Design)
    - Western Channel Alignment (Bridge Design)
    - Center Channel Alignment (Box Culvert Design)
    - Center Channel Alignment (Bridge Design)
    - Box Culvert Alignment Design

    Conceptual design layouts will be prepared on a roll or large scale PDF and include the following:
    - Plan and Profile – 1” = 100’ horizontal; 1” = 10’ vertical
    - Proposed centerline alignment and horizontal curve information
    - Proposed face of curb
    - Proposed medians
    - Proposed improvements at intersections
    - Proposed bridge and culverts locations using 2’ freeboard from 100’ year water surface elevation
    - Proposed Right-of-Way and Easements

- Proposed toe of slope based on 6:1 side slopes
- Existing & proposed 100-YR flood plain limits
- Conceptual channel grading
- Typical Section of Roadway

2. Prepare estimate of construction quantities and develop the preliminary opinion of probable construction costs for each alternative.

3. Prepare alternatives matrix comparing advantages/disadvantages of options, costs, and ROW/Easement takings.

4. Submit one conceptual design layout per alternative and conceptual opinion of probable construction costs to the OWNER for review.

C. Preliminary Design Schematic (Preferred Option) (30% Submittal)

1. At such time as CONSULTANT is directed by OWNER, CONSULTANT shall prepare preliminary design schematic of the preferred alternative option. The preliminary design schematic layout will be prepared on a roll or large scale PDF and include the following:
   - Plan and Profile – 1" = 100' horizontal; 1" = 10' vertical
   - Proposed centerline alignment and horizontal curve information
   - Proposed face of curb
   - Proposed medians
   - Proposed improvements at intersections
   - Proposed bridge and culverts locations using 2' freeboard from 100' year water surface elevation
   - Proposed Right-of-Way and Easements
   - Future water, sanitary sewer and drainage crossings;
   - Proposed toe of slope based on 6:1 side slopes
   - Existing & proposed 100-YR flood plain limits
   - Typical Section of Roadway
   - Interim and Ultimate Design Schematic
   - Preliminary drainage design including inlet locations, trunk line sizing, and channel grading.

2. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

3. Submit one preliminary design schematic roll plot and conceptual opinion of probable construction costs to the OWNER for review.

D. Preliminary Design Schematic (Legacy Drive at FM 428 Intersection)

1. At such time as CONSULTANT is directed by OWNER, CONSULTANT shall prepare preliminary design schematic for removal of existing FM 428 turn and replacement roadway for T-Interesction (Ultimate 4-Way Intersection) with CR 6 (Future Legacy Drive) and Outer Loop Frontage. The preliminary design schematic layout will be prepared on a roll or large scale PDF and include the following:
    - Plan and Profile – 1" = 100' horizontal; 1" = 10' vertical
    - Proposed centerline alignment and horizontal curve information of existing road and proposed roadway connection.
    - Proposed improvements for ultimate 4-way intersection between FM 428, Legacy Drive, and Outer Loop.
    - Drainage analysis including cross culvert sizing and ditch locations.
    - Proposed Right-of-Way and Easements
    - Proposed toe of slope based on 6:1 side slopes
    - Typical Section of Roadway

2. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

3. Submit one preliminary design schematic roll plot and conceptual opinion of probable construction costs to the OWNER for review.

SPECIAL SERVICES:

E. Field Survey

1. Establish Survey Control:

   Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be

performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Supplemental Field Survey

   Existing TNRS LiDAR exists within the project limits and will be used for the 30% Conceptual Design. Supplement field survey will be performed for visible planimetric feature details at ground level. These includes, fences, utilities, drainage structures, buildings, or any other miscellaneous features.

4. Existing Underground and/or Overhead Utilities:

   Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

5. Right-of-Way:

   CONSULTANT anticipates surveying property corners and evidence of title (fences, markers, etc.) for properties along the project limits.

   CONSULTANT will survey existing property corners and evidence of title (fences, markers, etc.), that are accessible from the public right-of-way, will be located along the PROJECT limits. Existing property lines will be established based on property information found in the field. CONSULTANT may not be able to locate certain property corners or have access to survey certain property corners in order to establish existing property lines. CONSULTANT will contact the OWNER (City) if we are unable to establish some existing property lines due to the conditions previously described.

6. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

   The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

F. Hydrologic and Hydraulic Analysis and Report

   a. Hydrologic Analysis – CONSULTANT will update the existing hydrologic models for Doe Branch to include pertinent data from recent developments

in the watershed, defined as development that has occurred since the original feasibility phase of this project. This task will create an updated set of base models for use on this project. CONSULTANT will develop, review and/or revise drainage areas, cross-sections, and other parameters as necessary to update the models to reflect current conditions and full-developed watershed conditions.

b. Hydraulic Analysis – Prepare existing and proposed conditions HEC-RAS hydraulic models for Doe Branch Tributary and the proposed Legacy Drive crossings. The hydraulic models will be based on available LiDAR topography data and field survey. The hydraulic analysis will be performed to evaluate key design components for the portion of the project that is affected by the floodplain of a tributary to Doe Branch. There are five (5) anticipated alternatives within the scope which include the box culvert under Legacy Drive option, western channel alignment option, and center channel alignment options. Channel options will include hydraulic analysis of various crossing structures (bridges vs. culverts).

c. Drainage Summary Report – The results of this analysis will be summarized in a drainage study report. The report will include a summary of technical methods used, parameter calculations, and a discussion of the different channel and crossing structure alternatives. The report will also include updated floodplain information such as inundation limits and base flood elevations for existing, proposed, and ultimate conditions. It is anticipated that the City will send this study to a third-party engineer for review, so this scope of work includes two rounds of revisions after the initial submittal.

G. Environmental Assessment

CONSULTANT will conduct a delineation of potential waters of the U.S. While on-site, CONSULTANT biologists will also assess the likelihood of state- and federal-listed species occurrence based on the habitats within the site. The delineation will be conducted in accordance with U.S. Army Corps of Engineers (USACE) guidance, including the 1987 manual, the Great Plains Regional Supplement, and other pertinent guidance. The delineation would be conducted via pedestrian surveys on the subject tract to identify potential waters of the U.S.

A Trimble GPS unit will be used to map all potential waters of the U.S. For streams, the centerline will be mapped using GPS where possible, and the ordinary high-water mark (OHWM) will be recorded regularly. For open-water features such as ponds, the OHWM will also be recorded as a continuous line. For wetlands, the wetland-upland boundary will be established, and that line will be mapped as a continuous line. Datasheets will be completed for potential wetlands and adjacent uplands, along with field notes documenting observations.

A map will be produced using GIS, showing the potentially jurisdictional water features. This map can be provided to the OWNER in either GIS or CAD format for use in their planning efforts.

CONSULTANT to perform environmental assessment of alternative options to determine extent of permitting and impact fees. Environmental assessment will be included in alternative matrix/OPC.

Assumptions:

1. No Section 404 permitting or coordination with the U.S. Army Corps of Engineers is provided under this scope of services. If permitting ultimately proves necessary, those services could be performed under a separate scope and fee.
2. No testing of existing stream flow rates, groundwater testing, or services of other specialized consultants are included in this scope of services. However, those services could be performed at standard hourly rates upon request.
3. No civil engineering/design efforts are included in this scope of services. However, those services could be performed at standard hourly rates upon request.
4. Access to the site will be granted by the owner upon acceptance of the scope of work.

H. Cultural Resources Services

The Texas Historical Commission (THC) does not license or regulate historic preservation professionals but recommend that surveys be conducted by a qualified professional who meets the Secretary of the Interior's qualifications as outlined in 36CFR61. The scope of this work could be affected by the requirements of Section 106 of the National Historic Preservation Act of 1966 (NHPA), the National Environmental Policy Act (NEPA) and 36CFR800, procedures of the Advisory Council on Historic Preservation for the preservation of historic properties. Section 106 can be triggered if this Project is considered for federal assistance, requires a federal license or permit, or impacts land under federal jurisdiction. Because the Project is being conducted for the City of Celina, a subdivision of the State of Texas, the Antiquities Code of Texas applies, and cultural resources must be coordinated through the THC.

a. CONSULTANT will present an Antiquities Permit application and scope of work summarizing the Project, previous work in the vicinity, potential for archaeological resources, and a proposed methodology for conducting fieldwork for the Project. The Permit application will be provided to the OWNER for review and signatures and then submitted to the THC for review and permit issuance. Should any other regulatory agency have jurisdiction over the Project, additional fee for coordination may be required.
b. CONSULTANT will mobilize archaeologists to carry out the survey following permit issuance. Fieldwork will consist of visual inspection and prescribed shovel testing at the THC recommended rate of 16 shovel tests per mile within a 100-foot-wide corridor; it is therefore estimated that up to 65 shovel tests will be excavated within the Project with additional tests where archaeological resources are suspected or encountered. Tests will be excavated during survey with additional tests required should sites be

encountered (up to 20 per site). All tests will meet THC guidelines. Because USDA-NRCS Soil Survey data indicates that soils within the Project are explorable by shovel testing, backhoe trenching is not proposed. Any sites discovered will be shovel tested, recorded, and initial recommendations will be provided for their eligibility as National Register Properties.

c. CONSULTANT will create a THC-compliant field survey report summarizing field findings, site descriptions, and recommendations (if necessary) for further investigations. The report will be provided to the OWNER for review and, upon acceptance, provided to the THC for review. Upon THC concurrence with our findings, CONSULTANT will produce final copies and curate all field records at a THC-approved curatorial facility, as required under the Antiquities Code of Texas.

Assumptions:

d. Fieldwork will require an Antiquities Permit, issued by the THC, which may take up to one month to acquire.
e. The THC agrees with the scope of work presented above. Requested changes may necessitate a change to scope and fee.
f. Field survey will take place in one mobilization. Additional mobilizations will incur additional costs.
g. The OWNER will obtain landowner access and inform CONSULTANT of any special concerns identified by the landowners.
h. Weather and general field conditions will be appropriate for work to proceed uninhibited.
i. CONSULTANT is not responsible for delays outside of their control including land access and weather/field conditions. Delays that occur once fieldwork has commenced may incur additional costs.
j. Backhoe trenching is not proposed as part of this scope. Should field conditions warrant trenching, or should THC reviewers request trenching, an additional fee will be required.
k. This scope assumes two archaeological sites will be identified. Should additional sites be encountered, additional cost may be incurred.
l. This scope does not include NRHP/SAL testing, mitigation, or negotiations with federal lead agency/THC for mitigation measures. Should a federal agency and/or THC require further evaluations or mitigation, an additional scope and fee will be developed upon the OWNER's request.
m. Historic-period archaeological sites will require archival research using available resources. Should additional in-person archival work be requested by the THC, an additional scope and fee will be required.
n. Findings will be compiled in a single report for the entire Project.
o. It is assumed one round of edits to the report based on OWNER comments.
p. Following OWNER approval, the THC will have up to 30 days to review the report and provide comment.
q. Curation will be for records only, should the THC or federal agency request artifact curation, additional scope and fee will be required.

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Westwood Professional Services (CONSULTANT) for Consulting Services

Services not included in this contract:

- *Intermediate (60%) or Final Design (90%/100%) Construction Documents*
- *Construction observation or inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Geotechnical Engineering*
- *Subsurface utility engineering (SUE) Level A and B*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR and/or CLOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*
- *Landscape design.*
- *Preparation of TxDOT Plan Set or Permit*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the City of Celina, Texas (OWNER) and Westwood Professional Services, (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

LEGACY DRIVE SCHEMATIC DESIGN
CAREY RD TO PUNK CARTER PKWY

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $221,560.00 for basic services and special services shall be billed on a not to exceed amount of $114,000.00 for project total of $335,560.00 as summarized below. The total fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services			
A.	Project Management		$ 17,840.00
B.	Conceptual Design Schematics (10%)		$ 126,280.00
C.	Preliminary Design Schematic (30%)		$ 49,280.00
D.	Preliminary Design Schematic (FM 428 Intersection)		$ 28,160.00
		SUBTOTAL	$ 221,560.00
Special Services			
E.	Field Survey		$ 32,000.00
F.	H&H Analysis		$ 50,000.00
G.	Environmental Assessment		$ 7,500.00
H.	Cultural Resource Services		$ 24,500.00
		SUBTOTAL	$ 114,000.00
GRAND TOTAL			**$ 335,560.00**

Direct Expenses
Included in this lump sum are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage. These expenses will not be paid for directly but will be included as part of the lump sum.

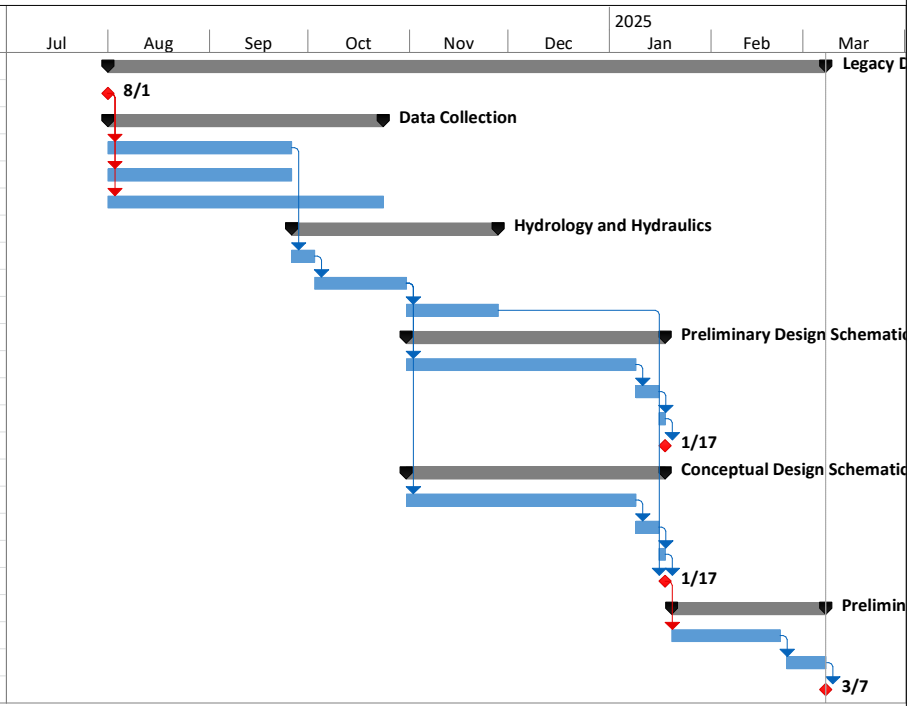
METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

END OF EXHIBIT 'B'

EXHIBIT 'D'
LEGACY DRIVE SCHEMATIC
CITY OF CELINA

ID	Task Name	Duration	Start	Finish
1	**Legacy Drive (Carey Rd to Punk Carter Pkwy)**	**157 days**	**Thu 8/1/24**	**Fri 3/7/25**
2	Notice to Proceed	0 days	Thu 8/1/24	Thu 8/1/24
3	**Data Collection**	**60 days**	**Thu 8/1/24**	**Wed 10/23/24**
4	Survey/Boundary Collection	40 days	Thu 8/1/24	Wed 9/25/24
5	Environmental Services	40 days	Thu 8/1/24	Wed 9/25/24
6	Cultural Rescourses	60 days	Thu 8/1/24	Wed 10/23/24
7	**Hydrology and Hydraulics**	**45 days**	**Thu 9/26/24**	**Wed 11/27/24**
8	Hydrologic Analysis	5 days	Thu 9/26/24	Wed 10/2/24
9	Hydraulic Analysis	20 days	Thu 10/3/24	Wed 10/30/24
10	Report Preparation	20 days	Thu 10/31/24	Wed 11/27/24
11	**Preliminary Design Schematic (FM 428 Intersection)**	**57 days**	**Thu 10/31/24**	**Fri 1/17/25**
12	Preliminary Design Schematic Design	50 days	Thu 10/31/24	Wed 1/8/25
13	QAQC	5 days	Thu 1/9/25	Wed 1/15/25
14	Prepare OPC	2 days	Thu 1/16/25	Fri 1/17/25
15	Submit to City	0 days	Fri 1/17/25	Fri 1/17/25
16	**Conceptual Design Schematics 10%**	**57 days**	**Thu 10/31/24**	**Fri 1/17/25**
17	Conceptual Design Schematic Alternatives	**50 days**	**Thu 10/31/24**	**Wed 1/8/25**
23	QAQC	5 days	Thu 1/9/25	Wed 1/15/25
24	Prepare OPC & Matrix	2 days	Thu 1/16/25	Fri 1/17/25
25	Submit to City	0 days	Fri 1/17/25	Fri 1/17/25
26	**Preliminary Design Schematic 30%**	**35 days**	**Mon 1/20/25**	**Fri 3/7/25**
27	Preliminary Design Schematic (Preferred Option)	25 days	Mon 1/20/25	Fri 2/21/25
28	QAQC	10 days	Mon 2/24/25	Fri 3/7/25
29	Submit to City	0 days	Fri 3/7/25	Fri 3/7/25



Westwood

EXHIBIT 'E'

Project: Legacy Drive Schematic Design
Client: City of Celina
Date: 03/29/2024

Tasks	Project Manager	Civil Engineer	Program Manager	Graduate Engineer	Engineering Tech	Traffic Engineer	Traffic Graduate Engineer	Structural Engineer	Survey RPLS	Survey Tech	Survey Field	Env. Scientist	Admin	Total Hours	Labor Cost	Direct Cost	Sub Cost	Sub Cost x 1.15	Total ($)
Hourly Rate ($)	**$230**	**$210**	**$270**	**$160**	**$140**	**$230**	**$170**	**$240**	**$230**	**$170**	**$130**	**$180**	**$105**						
A. Project Management																			
Team Management	16	16	4	16										52	$10,680.00				$10,680.00
Communications and Reporting	12		4										8	24	$4,680.00				$4,680.00
Franchise Utility Coordination	4													4	$920.00				$920.00
Right-of Entry Letters	4			4										8	$1,560.00				$1,560.00
Sub-Total	**36**	**16**	**8**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**88**	**$17,840.00**	**$0.00**	**$0.00**	**$0.00**	**$17,840.00**
B. Conceptual Design Schematics (Alternative Analysis) (10%)																			
Site Vist	3	3		3										9	$1,800.00				$1,800.00
Project Layout/ Legend/ Control/ Existing Setup	24	24		24	24									96	$17,760.00				$17,760.00
Typical Sections	8	8		16	16									48	$8,320.00				$8,320.00
Roadway Plan & Profile Layouts (Up to 5 Conceptual Schematics)	24	80		200	200									504	$82,320.00				$82,320.00
Quantity Take Off & OPC	8	8		16										32	$6,080.00				$6,080.00
Intersection Layout	2	8		16	16									42	$6,940.00				$6,940.00
Alternatives Matrix	4			4										8	$1,560.00				$1,560.00
Client Review Meeting	3		3											6	$1,500.00				$1,500.00
Sub-Total	**73**	**128**	**3**	**276**	**256**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**736**	**$124,480.00**	**$0.00**	**$0.00**	**$0.00**	**$126,280.00**
C. Preliminary Design Schematic (Preferred Option) (30%)																			
Typical Sections	2	2		4	4									12	$2,080.00				$2,080.00
Roadway Plan & Profile Layout	16	40		40	40									136	$24,080.00				$24,080.00
Preliminary Storm Design	8	40		40	12									100	$18,320.00				$18,320.00
Quantity Take Off & OPC	8	8		8										24	$4,800.00				$4,800.00
Sub-Total	**34**	**90**	**0**	**92**	**56**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**272**	**$49,280.00**	**$0.00**	**$0.00**	**$0.00**	**$49,280.00**
D. Preliminary Design Schematic (Legacy Dr at FM 428 Intersection)																			
Typical Sections	2	2		4	4									12	$2,080.00				$2,080.00
Roadway Plan & Profile Layout	8	24		24	8									64	$11,840.00				$11,840.00
Preliminary Storm Design (DMAP , Ditch, and Culvert Layout)	8	24		24	8									64	$11,840.00				$11,840.00
Quantity Take Off & OPC	4	4		4										12	$2,400.00				$2,400.00
Sub-Total	**22**	**54**	**0**	**56**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**152**	**$28,160.00**	**$0.00**	**$0.00**	**$0.00**	**$28,160.00**
E. Field Survey																			
Field Survey														0	$0.00	$32,000.00			$32,000.00
Sub-Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$32,000.00**	**$0.00**	**$0.00**	**$32,000.00**
F. H&H																			
H&H														0	$0.00	$50,000.00			$50,000.00
Sub-Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$50,000.00**	**$0.00**	**$0.00**	**$50,000.00**
G. Environmental Assessment																			
Environemtal Assessment														0	$0.00	$7,500.00			$7,500.00
Sub-Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$7,500.00**	**$0.00**	**$0.00**	**$7,500.00**
H. Cultural Resources Services																			
Cultural Resource Services														0	$0.00	$24,500.00			$24,500.00
Sub-Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$24,500.00**	**$0.00**	**$0.00**	**$24,500.00**
Totals	**143**	**234**	**11**	**388**	**312**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**1096**	**$219,760.00**	**$114,000.00**	**$0.00**	**$0.00**	**$335,560.00**
Percentage of Total Hours	13.0%	21.4%	1.0%	35.4%	28.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	100.0%					
																		Total Fee (Lump Sump)	**$335,560.00**
																		Total Fee	**$335,560.00**

CELINA
TEXAS
est. 1876
Life Connected.

Project Scope

W OUTER LOOP

S LEGACY DR

W PUNK CARTER PKWY

Project Scope

CAREY RD

Legend

- Project Limits
- Parcels
- Roads

USA Flood Hazard Areas

- 1% Annual Chance Flood Hazard

Exhibit

City of Celina

6/18/2024

N
W E
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0 500 1,000

Feet

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Serenade Municipal Utility District Sewer Oversize Reimbursement Agreement

Action Requested:
Consider and act to authorize the City Manager to execute a reimbursement agreement by and between the City of Celina and Serenade Municipal Utility District (the MUD) for an amount of $2,026,561.90 to oversize the offsite sanitary sewer as depicted on Exhibit A in the attached agreement. (Glasgow)

Background Information:
The City and HC Celina entered into a development agreement on January 11, 2022, and recorded as instrument number 20220120000108420. Per the agreement, HC Celina is not required to construct any wastewater line that exceeds the size needed for the development unless the city funds the increase in all costs associated with an oversize of the sewer lines. This agreement will allow for the city to contract with the MUD for the oversizing of the sewer line to serve adjacent developments. The MUD has received bids on the proposed wastewater per public bidding requirements and provided the City of Celina with supporting documentation showing the cost difference.

Celina's engineering staff have reviewed the design plans to ensure the proposed wastewater line meets the current Celina Engineering Design standards. The staff has determined that the oversizing of the wastewater line is an appropriate action.

Legal Review:
The legal staff have reviewed and approved the proposed contract.

Supporting Documents:

1. Bid Tab - Off-Site Gravity Sewer
2. Oversized Facilities Reimbursement Agreement - Sewer v3 CS 6.3.24.docx (P)
3. Exhibit A_DA Exhibit_Serenade_SEWER_COLOR

Financial Consideration:
Funding for the proposed project will not exceed available funds. Utility Impact fee funds will be used to fund the proposed improvements.

Staff Recommendation:
Staff recommends approval.

PAPE-DAWSON ENGINEERS

				Blue Star Utilities		Western Municipal Construction of Texas		BELT Construction of Texas		Precision Concrete & Excavation		Blackrock Construction		Mountain Cascade of LLC	
Item Number	**Approx. Quantity**	**Unit**	**Item Description**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
Serenade MUD Off-Site Sanitary Sewer Facilities															
Sanitary Sewer Items - Base Bid															
Waste Water Line Items															
1	26.0	Acre	Site Preparation (Including Demolition, Off-Haul, Disposal, etc.)	$ 1,167.00	$ 30,342.00	$ 15,000.00	$ 390,000.00	$ 6,000.00	$ 156,000.00	$ 5,500.00	$ 143,000.00	$ 2,500.00	$ 65,000.00	$ 5,000.00	$ 130,000.00
2	1	Lump Sum	Dewater Pond during Construction	$ 12,966.00	$ 12,966.00	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 45,000.00	$ 45,000.00	$ 35,000.00	$ 35,000.00	$ 1,500.00	$ 1,500.00
3	1.0	Lump Sum	Remove and Replace Fences As Needed (Shown on Plans)	$ 8,250.00	$ 8,250.00	$ 15,000.00	$ 15,000.00	$ 3,000.00	$ 3,000.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 4,000.00	$ 4,000.00
4	9,428	Linear Foot	30-Inch PS115 ASTM F679 PVC Sanitary Sewer Pipe Including Pipe Fittings, Installation, and Embedment	$ 285.00	$ 2,686,980.00	$ 245.00	$ 2,309,860.00	$ 332.00	$ 3,130,096.00	$ 300.00	$ 2,828,400.00	$ 330.00	$ 3,111,240.00	$ 423.00	$ 3,988,044.00
5	1	Lump Sum	30-Inch Stubout with Cap (10')	$ 10,463.00	$ 10,463.00	$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00	$ 2,500.00	$ 2,500.00	$ 20,155.00	$ 20,155.00	$ 10,000.00	$ 10,000.00
6	1927	Linear Foot	27-Inch PS115 ASTM F679 PVC Sanitary Sewer Pipe Including Pipe Fittings, Installation, and Embedment	$ 249.00	$ 479,823.00	$ 206.00	$ 396,962.00	$ 293.00	$ 564,611.00	$ 215.00	$ 414,305.00	$ 290.00	$ 558,830.00	$ 372.00	$ 716,844.00
7	29.0	Each	6-Foot Standard Manholes (including all type lids)	$ 18,547.00	$ 537,863.00	$ 13,500.00	$ 391,500.00	$ 31,000.00	$ 899,000.00	$ 18,000.00	$ 522,000.00	$ 22,120.00	$ 641,480.00	$ 20,000.00	$ 580,000.00
8	550	Vertical Foot	Extra Depth on 6-Foot Standard Manholes	$ 717.00	$ 394,350.00	$ 1,250.00	$ 687,500.00	$ 720.00	$ 396,000.00	$ 1,300.00	$ 715,000.00	$ 1,020.00	$ 561,000.00	$ 850.00	$ 467,500.00
9	500	Linear Foot	Concrete Encasement of Waste Water Line	$ 280.00	$ 140,000.00	$ 152.00	$ 76,000.00	$ 90.00	$ 45,000.00	$ 220.00	$ 110,000.00	$ 135.00	$ 67,500.00	$ 75.00	$ 37,500.00
10	8	Each	Bore Pits in Place	$ 10,800.00	$ 86,400.00	$ 10,000.00	$ 80,000.00	$ 10,000.00	$ 80,000.00	$ 7,500.00	$ 60,000.00	$ 10,000.00	$ 80,000.00	$ 5,000.00	$ 40,000.00
11	763	Linear Foot	40" Steel Casing by Bore	$ 884.00	$ 674,492.00	$ 421.00	$ 321,223.00	$ 926.00	$ 706,538.00	$ 955.00	$ 728,665.00	$ 1,130.00	$ 862,190.00	$ 800.00	$ 610,400.00
12	29	Each	Manhole Markers	$ 225.00	$ 6,525.00	$ 250.00	$ 7,250.00	$ 30.00	$ 870.00	$ 350.00	$ 10,150.00	$ 195.00	$ 5,655.00	$ 50.00	$ 1,450.00
13	11355	Linear Foot	Post-CCTV Inspection	$ 4.00	$ 45,420.00	$ 3.00	$ 34,065.00	$ 3.00	$ 34,065.00	$ 4.00	$ 45,420.00	$ 4.00	$ 45,420.00	$ 2.00	$ 22,710.00
14	29	Each	Manhole Vacuum Testing	$ 350.00	$ 10,150.00	$ 345.00	$ 10,005.00	$ 600.00	$ 17,400.00	$ 848.00	$ 24,592.00	$ 410.00	$ 11,890.00	$ 700.00	$ 20,300.00
15	1	Lump Sum	Geotechnical Material Testing	$ 27,500.00	$ 27,500.00	$ 125,000.00	$ 125,000.00	$ 45,000.00	$ 45,000.00	$ 35,000.00	$ 35,000.00	$ 65,000.00	$ 65,000.00	$ 25,000.00	$ 25,000.00
16	1	Lump Sum	Utility Spoils Spreading and Processing on Easements (to include not blocking drainage)	$ 5,835.00	$ 5,835.00	$ 1.00	$ 1.00	$ 6,000.00	$ 6,000.00	$ 150,000.00	$ 150,000.00	$ 145,625.00	$ 145,625.00	$ 80,000.00	$ 80,000.00
17	1	Lump Sum	BNSF Coordination and Flagging and Inspection Costs	$ 20,000.00	$ 20,000.00	$ 50,000.00	$ 50,000.00	$ 125,000.00	$ 125,000.00	$ 50,000.00	$ 50,000.00	$ 125,000.00	$ 125,000.00	$ 150,000.00	$ 150,000.00
18	11,355	Linear Foot	Trench Safety	$ 0.10	$ 1,135.50	$ 1.00	$ 11,355.00	$ 5.00	$ 56,775.00	$ 4.00	$ 45,420.00	$ 6.00	$ 68,130.00	$ 1.00	$ 11,355.00
Water Line Items Subtotal					***$ 5,178,494.50***		***$ 4,918,221.00***		***$ 6,282,355.00***		***$ 5,944,452.00***		***$ 6,476,615.00***		***$ 6,896,603.00***
SWPPP Items															
19	1	Each	Construction Entrance/Exit	$ 3,850.00	$ 3,850.00	$ 3,500.00	$ 3,500.00	$ 6,500.00	$ 6,500.00	$ 2,499.00	$ 2,499.00	$ 3,000.00	$ 3,000.00	$ 2,200.00	$ 2,200.00
20	26	Acre	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)	$ 550.00	$ 14,300.00	$ 600.00	$ 15,600.00	$ 1,200.00	$ 31,200.00	$ 12,000.00	$ 312,000.00	$ 5,825.00	$ 151,450.00	$ 2,100.00	$ 54,600.00
21	1,827	Square Yard	Curlex and Seed with Topsoil Re-Vegetation	$ 3.00	$ 5,481.00	$ 2.00	$ 3,654.00	$ 2.00	$ 3,654.00	$ 11.00	$ 20,097.00	$ 10.00	$ 18,270.00	$ 4.00	$ 7,308.00
22	833	Square Yard	Turf Mat with Seed and Topsoil	$ 3.00	$ 2,499.00	$ 2.00	$ 1,666.00	$ 2.00	$ 1,666.00	$ 17.00	$ 14,161.00	$ 19.00	$ 15,827.00	$ 20.00	$ 16,660.00
23	10,533	Linear Foot	Silt Fence	$ 2.50	$ 26,332.50	$ 3.00	$ 31,599.00	$ 2.00	$ 21,066.00	$ 3.00	$ 31,599.00	$ 3.00	$ 31,599.00	$ 2.00	$ 21,066.00
24	15	Month	SWPPP Maintenance	$ 385.00	$ 5,775.00	$ 2,500.00	$ 37,500.00	$ 1,000.00	$ 15,000.00	$ 370.00	$ 5,550.00	$ 2,915.00	$ 43,725.00	$ 100.00	$ 1,500.00
25	654	Linear Foot	Rock Filter Dam	$ 46.00	$ 30,084.00	$ 62.00	$ 40,548.00	$ 42.00	$ 27,468.00	$ 143.00	$ 93,522.00	$ 47.00	$ 30,738.00	$ 30.00	$ 19,620.00
SWPPP Items Subtotal					***$ 88,321.50***		***$ 134,067.00***		***$ 106,554.00***		***$ 479,428.00***		***$ 294,609.00***		***$ 122,954.00***
Miscellaneous Items															
26	1	Lump Sum	Mobilization	$ 33,000.00	$ 33,000.00	$ 500,000.00	$ 500,000.00	$ 40,000.00	$ 40,000.00	$ 25,009.00	$ 25,009.00	$ 300,000.00	$ 300,000.00	$ 180,000.00	$ 180,000.00
27	1	Lump Sum	Performance and Payment Bonds for 100% of Contract Amount	$ 49,500.00	$ 49,500.00	$ 55,000.00	$ 55,000.00	$ 58,000.00	$ 58,000.00	$ 201,111.00	$ 201,111.00	$ 87,375.00	$ 87,375.00	$ 20,000.00	$ 20,000.00
28	1	Lump Sum	2-Year Maintenance Bond for 100% of Contract Amount	$ 38,500.00	$ 38,500.00	$ 12,500.00	$ 12,500.00	$ 12,000.00	$ 12,000.00	$ 50,000.00	$ 50,000.00	$ 19,145.00	$ 19,145.00	$ 20,000.00	$ 20,000.00
Miscellaneous Items Subtotal					***$ 121,000.00***		***$ 567,500.00***		***$ 110,000.00***		***$ 276,120.00***		***$ 406,520.00***		***$ 220,000.00***
Sanitary Sewer Items - Base Bid Total					***$ 5,387,816.00***		***$ 5,619,788.00***		***$ 6,498,909.00***		***$ 6,700,000.00***		***$ 7,177,744.00***		***$ 7,239,557.00***
Sanitary Sewer Items - Alternate Bid															
Waste Water Line Items															
1	26.0	Acre	Site Preparation (Including Demolition, Off-Haul, Disposal, etc.)	$ 1,144.00	$ 29,744.00	$ 15,000.00	$ 390,000.00	$ 6,000.00	$ 156,000.00	$ 5,500.00	$ 143,000.00	$ 2,500.00	$ 65,000.00	$ 5,000.00	$ 130,000.00
2	1	Lump Sum	Dewater Pond during Construction	$ 12,707.00	$ 12,707.00	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 45,000.00	$ 45,000.00	$ 35,000.00	$ 35,000.00	$ 1,500.00	$ 1,500.00
3	1.0	Lump Sum	Remove and Replace Fences As Needed (Shown on Plans)	$ 8,250.00	$ 8,250.00	$ 15,000.00	$ 15,000.00	$ 3,000.00	$ 3,000.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 4,000.00	$ 4,000.00
4	9,428	Linear Foot	18-Inch PS115 ASTM F679 PVC Sanitary Sewer Pipe Including Pipe Fittings, Installation, and Embedment	$ 164.00	$ 1,546,192.00	$ 162.25	$ 1,529,693.00	$ 255.00	$ 2,404,140.00	$ 165.00	$ 1,555,620.00	$ 246.00	$ 2,319,288.00	$ 320.00	$ 3,016,960.00
5	1	Lump Sum	18-Inch Stubout with Cap (10')	$ 6,005.00	$ 6,005.00	$ 5,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00	$ 2,500.00	$ 2,500.00	$ 17,710.00	$ 17,710.00	$ 9,000.00	$ 9,000.00
6	1927	Linear Foot	15-Inch PS115 ASTM F679 PVC Sanitary Sewer Pipe Including Pipe Fittings, Installation, and Embedment	$ 155.00	$ 298,685.00	$ 145.00	$ 279,415.00	$ 234.00	$ 450,918.00	$ 135.00	$ 260,145.00	$ 220.00	$ 423,940.00	$ 335.00	$ 645,545.00
7	29.0	Each	5-Foot Standard Manholes (including all type lids)	$ 15,768.00	$ 457,272.00	$ 13,500.00	$ 391,500.00	$ 29,000.00	$ 841,000.00	$ 14,500.00	$ 420,500.00	$ 20,000.00	$ 580,000.00	$ 19,000.00	$ 551,000.00
8	550	Vertical Foot	Extra Depth on 5-Foot Standard Manholes	$ 436.00	$ 239,800.00	$ 335.00	$ 184,250.00	$ 520.00	$ 286,000.00	$ 780.00	$ 429,000.00	$ 730.00	$ 401,500.00	$ 600.00	$ 330,000.00
9	500	Linear Foot	Concrete Ecasement of Waste Water Line	$ 169.00	$ 84,500.00	$ 100.00	$ 50,000.00	$ 90.00	$ 45,000.00	$ 225.00	$ 112,500.00	$ 110.00	$ 55,000.00	$ 60.00	$ 30,000.00
10	8	Each	Bore Pits in Place	$ 10,793.00	$ 86,344.00	$ 10,000.00	$ 80,000.00	$ 10,000.00	$ 80,000.00	$ 5,500.00	$ 44,000.00	$ 10,000.00	$ 80,000.00	$ 5,000.00	$ 40,000.00
11	763	Linear Foot	27" Steel Casing by Bore	$ 610.00	$ 465,430.00	$ 200.00	$ 152,600.00	$ 840.00	$ 640,920.00	$ 770.00	$ 587,510.00	$ 855.00	$ 652,365.00	$ 700.00	$ 534,100.00
12	29	Each	Manhole Markers	$ 222.00	$ 6,438.00	$ 250.00	$ 7,250.00	$ 30.00	$ 870.00	$ 150.00	$ 4,350.00	$ 195.00	$ 5,655.00	$ 50.00	$ 1,450.00
13	11355	Linear Foot	Post-CCTV Inspection	$ 3.00	$ 34,065.00	$ 2.50	$ 28,387.50	$ 3.00	$ 34,065.00	$ 4.00	$ 45,420.00	$ 4.00	$ 45,420.00	$ 2.00	$ 22,710.00
14	29	Each	Manhole Vacuum Testing	$ 220.00	$ 6,380.00	$ 345.00	$ 10,005.00	$ 600.00	$ 17,400.00	$ 850.00	$ 24,650.00	$ 410.00	$ 11,890.00	$ 700.00	$ 20,300.00
15	1	Lump Sum	Geotechnical Material Testing	$ 27,500.00	$ 27,500.00	$ 125,000.00	$ 125,000.00	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ 65,000.00	$ 65,000.00	$ 25,000.00	$ 25,000.00
16	1	Lump Sum	Utility Spoils Spreading and Processing on Easements (to include not blocking drainage)	$ 5,718.00	$ 5,718.00	$ 1.00	$ 1.00	$ 6,000.00	$ 6,000.00	$ 150,000.00	$ 150,000.00	$ 145,625.00	$ 145,625.00	$ 50,000.00	$ 50,000.00
17	1	Lump Sum	BNSF Coordination and Flagging and Inspection Costs	$ 20,000.00	$ 20,000.00	$ 50,000.00	$ 50,000.00	$ 125,000.00	$ 125,000.00	$ 50,000.00	$ 50,000.00	$ 125,000.00	$ 125,000.00	$ 150,000.00	$ 150,000.00
18	11,355.0	Linear Foot	Trench Safety	$ 0.10	$ 1,135.50	$ 1.00	*$ 11,355.00*	$ 5.00	$ 56,775.00	$ 4.00	$ 45,420.00	$ 6.00	$ 68,130.00	$ 1.00	$ 11,355.00
Water Line Items Subtotal					***$ 3,336,165.50***		***$ 3,316,956.50***		***$ 5,207,088.00***		***$ 3,979,615.00***		***$ 5,104,023.00***		***$ 5,572,920.00***
SWPPP Items															
19	1	Each	Construction Entrance/Exit	$ 3,850.00	$ 3,850.00	$ 3,500.00	$ 3,500.00	$ 6,500.00	$ 6,500.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 2,200.00	$ 2,200.00
20	26	Acre	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)	$ 550.00	$ 14,300.00	$ 600.00	$ 15,600.00	$ 1,200.00	$ 31,200.00	$ 12,000.00	$ 312,000.00	$ 5,825.00	$ 151,450.00	$ 2,100.00	$ 54,600.00
21	1,827	Square Yard	Curlex and Seed with Topsoil Re-Vegetation	$ 3.00	$ 5,481.00	$ 2.00	$ 3,654.00	$ 2.00	$ 3,654.00	$ 11.00	$ 20,097.00	$ 10.00	$ 18,270.00	$ 4.00	$ 7,308.00
22	833	Square Yard	Turf Mat with Seed and Topsoil	$ 3.00	$ 2,499.00	$ 2.00	$ 1,666.00	$ 2.00	$ 1,666.00	$ 17.00	$ 14,161.00	$ 19.00	$ 15,827.00	$ 20.00	$ 16,660.00
23	10,533	Linear Foot	Silt Fence	$ 2.50	$ 26,332.50	$ 2.00	$ 21,066.00	$ 2.00	$ 21,066.00	$ 3.00	$ 31,599.00	$ 3.00	$ 31,599.00	$ 2.00	$ 21,066.00
24	15	Month	SWPPP Maintenance	$ 385.00	$ 5,775.00	$ 2,500.00	$ 37,500.00	$ 1,000.00	$ 15,000.00	$ 370.00	$ 5,550.00	$ 2,915.00	$ 43,725.00	$ 100.00	$ 1,500.00
25	654	Linear Foot	Rock Filter Dam	$ 46.00	$ 30,084.00	$ 62.00	$ 40,548.00	$ 42.00	$ 27,468.00	$ 150.00	$ 98,100.00	$ 47.00	$ 30,738.00	$ 30.00	$ 19,620.00

				Blue Star Utilities		Western Municipal Construction of Texas		BELT Construction of Texas		Precision Concrete & Excavation		Blackrock Construction		Mountain Cascade of LLC	
Item Number	**Approx. Quantity**	**Unit**	**Item Description**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
SWPPP Items Subtotal					***$ 88,321.50***		***$ 123,534.00***		***$ 106,554.00***		***$ 484,007.00***		***$ 294,609.00***		***$ 122,954.00***
Miscellaneous Items															
26	1	Lump Sum	Mobilization	$ 33,000.00	$ 33,000.00	$ 379,000.00	$ 379,000.00	$ 40,000.00	$ 40,000.00	$ 25,009.00	$ 25,009.00	$ 300,000.00	$ 300,000.00	$ 135,000.00	$ 135,000.00
27	1	Lump Sum	Performance and Payment Bonds for 100% of Contract Amount	$ 38,500.00	$ 38,500.00	$ 40,000.00	$ 40,000.00	$ 50,000.00	$ 50,000.00	$ 135,000.00	$ 135,000.00	$ 65,000.00	$ 65,000.00	$ 20,000.00	$ 20,000.00
28	1	Lump Sum	2-Year Maintenance Bond for 100% of Contract Amount	$ 22,000.00	$ 22,000.00	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 50,000.00	$ 50,000.00	$ 18,500.00	$ 18,500.00	$ 20,000.00	$ 20,000.00
Miscellaneous Items Subtotal					***$ 93,500.00***		***$ 427,500.00***		***$ 100,000.00***		***$ 210,009.00***		***$ 383,500.00***		***$ 175,000.00***
Sanitary Sewer Items - Alternate Bid Total					***$ 3,517,987.00***		***$ 3,867,990.50***		***$ 5,413,642.00***		***$ 4,673,631.00***		***$ 5,782,132.00***		***$ 5,870,874.00***
			Calendar Days to Complete	***300***		***n/a***		***330***		***150***		***455***		***400***	
			Earliest Start Date	***1/2024***		***1/8/2024***		***2/1/2024***		***n/a***		***2/15/2024***		***2/1/2024***	

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 Serenade Municipal Utility District (the "MUD"). City and MUD are each a "Party" and collectively, the "Parties". HC Celina 414, LLC, a Texas limited liability company ("HC Celina") hereby joins this Agreement for the limited purpose of consenting to the City's payment directly to the MUD in accordance with Section 2(b) herein, but HC Celina shall not be considered a "Party" for the purposes of this Agreement.

WHEREAS, the City and HC Celina entered into that certain Development Agreement (Serenade) on January 11, 2022, and recorded as instrument number 20220120000108420 in the Real Property Records of Collin County (the "Development Agreement"); and

WHEREAS, pursuant to Section 6.6 of the Development Agreement, HC Celina shall not be required to construct any wastewater line that exceeds the size needed for development of the property that is subject to the Development Agreement, which is the same property contained within the boundaries of the MUD, unless the City funds the incremental increase in all costs associated with such improvements related to increasing the capacity of such improvements; and

WHEREAS, since the effective date of the Development Agreement, the MUD has been created and HC Celina and/or its successors and assigns on behalf of the MUD, intends to construct the necessary improvements in order to allow the City to serve the property within the MUD with wastewater service; and

WHEREAS, in accordance with Section 6.6 of the Development Agreement, the Parties desire to set forth the manner of construction and installation of an offsite wastewater line which varies in size as 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 Blue Star Utilities (the "Contractor").

   (b) Notwithstanding anything contained in the Development Agreement to the contrary, HC Celina hereby consents to the City remitting its pro-rata share of the costs of the Oversized Facility directly to the MUD in accordance with the terms of this Agreement.

(c) 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 Development Agreement) and the size requested by the City for the Oversized Facility. The City's share of the estimated cost for the oversizing to the Oversized Facility is **$1,842,329.00**, as provided by estimate dated December 6, 2023, which amounts to the City's pro-rata share being thirty five and six tenths percent (35.60%).

(d) 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 $2,026,561.90 for the Oversized Facility.

(e) 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:	Serenade Municipal Utility District 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, and any amendment to Section 2(b) herein shall require the consent of HC Celina. 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 Lauren Vaughns City Manager of the City of Celina, Texas, on behalf of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

SERENADE MUNICIPAL UTILITY DISTRICT

By: Andrew Jiles
Name: Andrew Jiles
Title: President of Board
Date: 6/3/2024

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 3rd day of June, 2024, by Andrew Jiles, President of Serenade Municipal Utility District, a political subdivision of the State of Texas, for the purposes stated hereinabove, on behalf thereof.

CARSON H LUDDECKE
NOTARY ID #13330768-8
My Commission Expires
September 01, 2025

Notary Public in and for the State of Texas

018418.000001\4867-8569-0564.v1

EXECUTED by the HC Celina on the Effective Date stated above for the limited purpose of consenting to the City's payment directly to the MUD in accordance with Section 2(b) of this Agreement.

HC CELINA 414, LLC,
a Texas limited liability company

By: _____
Name: DON HUFFINES
Title: MANAGING PARTNER
Date: 6/3/24

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 3 day of June, 2024, by Don Huffines Managing Partner of HC Celina 414, LLC, a Texas limited liability company, for the purposes stated hereinabove, on behalf thereof.

ROXANNE CABRERA
Notary ID #12217308
My Commission Expires
March 20, 2025

_____
Notary Public in and for the State of Texas

EXHIBIT A

Oversized Wastewater Line

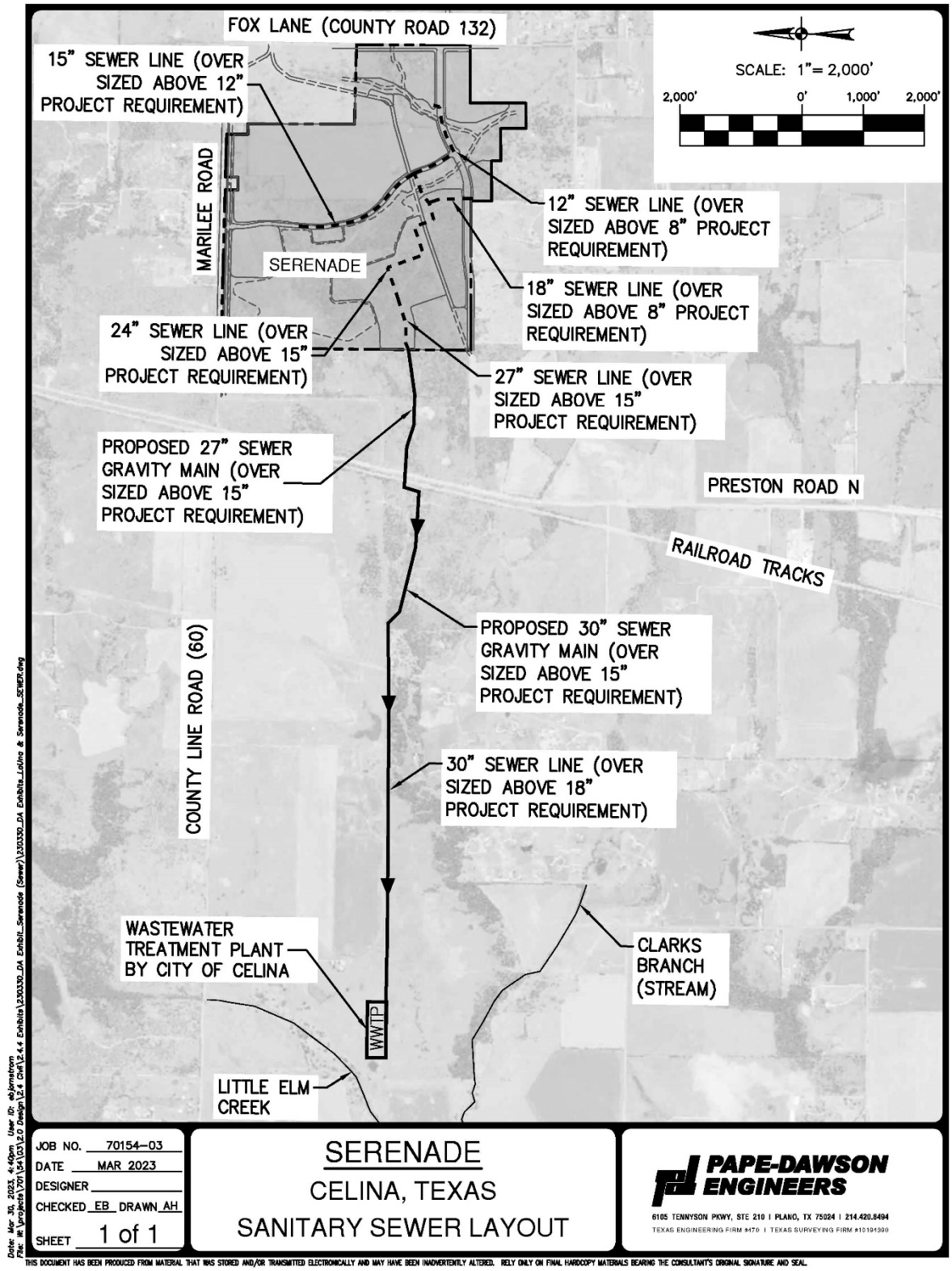
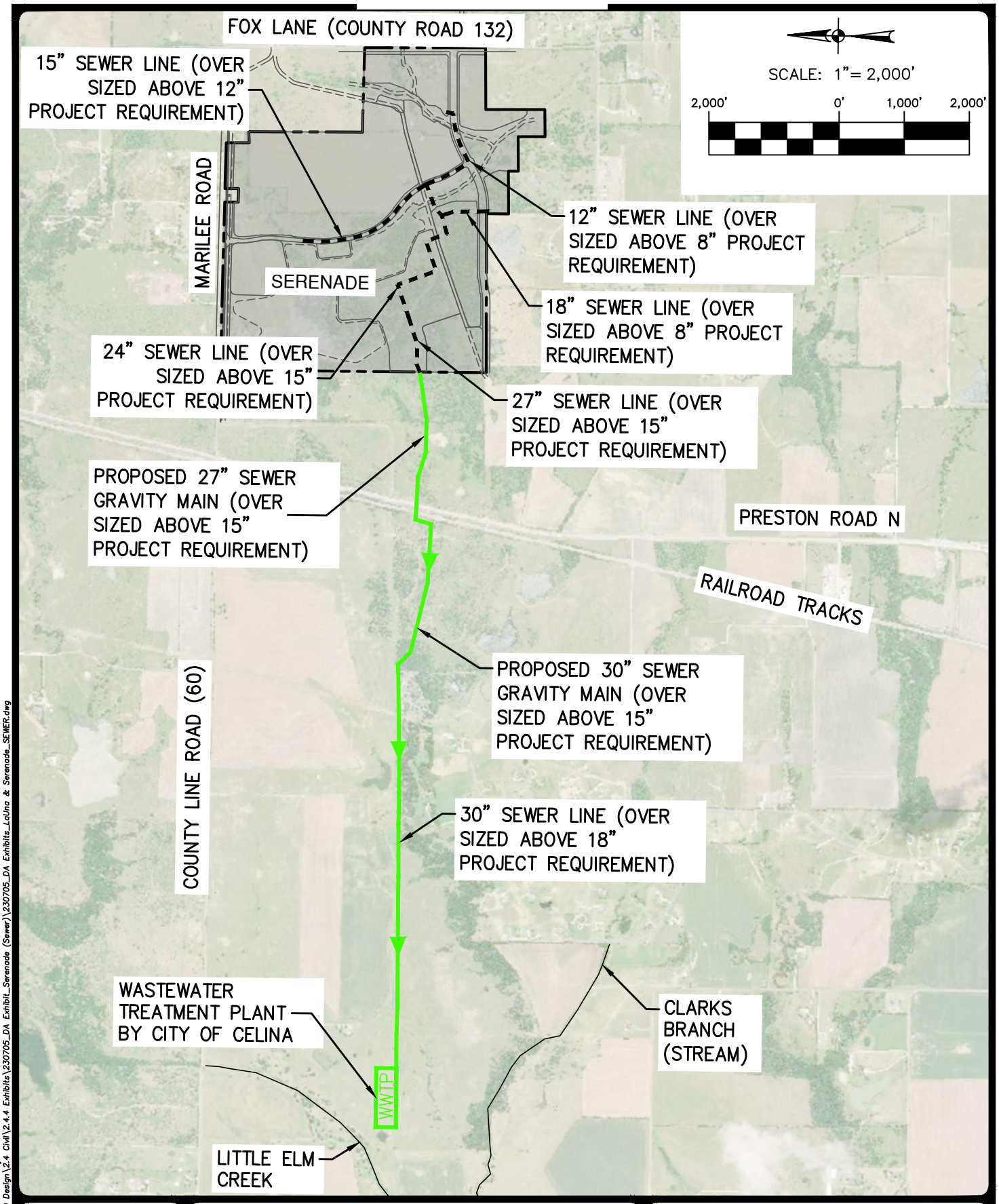


EXHIBIT A



JOB NO. 70154-03
DATE JULY 2023
DESIGNER
CHECKED EB DRAWN AH
SHEET 1 of 1

SERENADE
CELINA, TEXAS
SANITARY SEWER LAYOUT

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

Date: Jul 05, 2023, 12:13pm User ID: abjornstrom
File: W:\projects\701\34\03\2.0 Design\2.4 Civil\2.4.4 Exhibits\230705_DA Exhibit_Serenade (Sewer)\230705_DA Exhibits_Celina & Serenade_SEWER.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	July 9, 2024
Re:	Mustang Lakes DA Amendment - Bike Lane Removal

Action Requested:
Consider and act on a third amendment to the Development Agreement between the City of Celina and Celina 557 Partners, L.P. and JCH Group, LLC for approximately 557 acres of land; generally located at the northwest corner of Frontier Parkway and future Custer Road, within the Extraterritorial Jurisdiction (ETJ). (Mustang Lakes – DA Amendment) (Brawner)

Background Information:
On February 22, 2019, the City entered into a Development Agreement with Celina 557 Partners, L.P. to develop the Mustang Lakes Brinkmann Addition subdivision. The agreement has been amended three times – December 2019, April 2021, and February 2023.

In August 2023, staff presented the city council with information regarding the current industry standards and best practices regarding bicycle lanes. As such, the engineering design standards have been modified to remove on-street bicycle lanes on arterial streets. The Parks at Wilson Creek development agreement has an attachment that requires the construction of bicycle lanes on Ownsby Parkway, Roseland Parkway, and Choate Parkway. As such, the current amendment will remove the developer's obligation to construct bike lanes and bring this development into compliance with current engineering design standards. Appendix B of the original Agreement will be removed and replaced with a revised Appendix B that excludes the bicycle lanes.

Legal Review:
Legal has reviewed the proposed development agreement amendment.

Supporting Documents:

1. Third Amendment-Mustang Lakes Annex
2. 7 - I -- Parks at Wilson Creek 4th Amendment - CC 7.9.24 - KB

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval of the proposed amendment.

THIRD AMENDMENT TO
MUSTANG LAKES BRINKMANN ADDITION DEVELOPMENT AGREEMENT

This Third Amendment to Mustang Lakes Brinkmann Addition Development Agreement (this "**Amendment**") is executed by and between **Celina 557 Partners, L.P.**, a Texas limited partnership ("**Owner 1**"); **JCH Group, LLC**, a Texas limited liability company ("**Owner 2**") (Owner 1 and Owner 2 collectively, the "**Owner**"); and the **City of Celina, Texas**, a home-rule municipality (the "**City**") (Owner and the City are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**") to be effective on the last date it is signed by all Parties (the "**Effective Date**").

RECITALS

WHEREAS, Owner 1 and the City are parties to the Mustang Lakes Brinkmann Addition Development Agreement, entered into effective as of February 22, 2019 and filed as Document Number 20190211000143810 in the land records of Collin County (the "**Agreement**"), as amended by that certain amendment entered into effective as of December 12, 2019 and filed as Document Number 20191219001619940 in the land records of Collin County (the "**First Amendment**"), as amended by that certain amendment entered into effective as of April 19, 2021 and filed as Document Number 20210430000873360 in the land records of Collin County (the "**Second Amendment**"), and assigned in part to Owner 2, with effective date of February 8, 2023, pertaining to approximately 556.836 acres of real property described in Exhibits A and B to the Agreement (the "**Property**"), and attached hereto as **Exhibit A**, incorporated herein for all purposes;

WHEREAS, the Parties acknowledge that although the First Amendment and Second Amendment are both titled "First Amendments", they are the first and second amendments to the Agreement, and this Amendment is the third amendment to the Agreement;

WHEREAS, the Agreement addressed matters related to the development of the Property;

WHEREAS, Owner and the City now desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

ARTICLE I
AMENDMENT OF AGREEMENT

1.1 Appendix B of the Agreement, as added by the Second Amendment, is hereby removed and replaced with the Appendix B attached hereto as **Exhibit B** and incorporated herein for all purposes.

1.2. The Agreement as amended by this Amendment shall continue in full force and effect.

1.3. Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

1.4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Amendment shall be recorded in the real property records of Collin County.

[Signature Pages to Follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____ ____, 2024, by Ryan Tubbs, Mayor of the City of Celina.

_____
Notary Public in and for the State of TEXAS

OWNER 1:

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its general partner

By: LLC Manager, Inc.,
A Texas corporation,
Its manager

By: _____
James J. Melino, President

Date: 6·20·2024

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on June 20, 2024, by James J. Melino, President of LLC Manager, Inc., a Texas corporation as manager of Celina 557 GP Partners, LLC, a Texas limited liability company as general partner of Celina 557 Partners, L.P., a Texas limited partnership as owner of said Property.

NOTARY PUBLIC STATE OF TEXAS
KELSEY ULRICH
Notary ID #133863336
My Commission Expires
July 18, 2026

_____
Notary Public in and for the State of TEXAS

OWNER 2:

JCH GROUP, LLC,
a Texas limited liability company

By: _____
Calvin Nguyen, Manager

Date: 06/11/2024

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on June 11, 2024, **by Calvin Nguyen, Manager of JCH Group, LLC, a Texas limited liability company, on behalf thereof.**

HUONG NGUYEN
Notary Public, State of Texas
Comm. Expires 02-28-2027
Notary ID 134226719

_____
Notary Public in and for the State of TEXAS

Exhibit A
Property

DESCRIPTION OF THE PROPERTY
(556.836 Acres)

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 200906030006808 10 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest

corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

> S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;
>
> With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;
>
> S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1 inch pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

THENCE N 00° 18' 19" W, with a west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern east line of said Wilson Creek Estates 2, a distance of 213.89 feet to a 1/2 inch iron pipe found for an interior ell corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Wilson Creek Estates 2;

THENCE S 89° 40' 43" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern line of said Wilson Creek Estates 2, a distance of 1,120.91 feet to a 1 inch iron pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northwest corner of said Wilson Creek Estates 2, also being in the east line of that tract of land conveyed to Donald L. Vest and wife, Julie Ann Vest, according to deed recorded in Volume 1344, Page 66, Deed Records, Collin County, Texas;

THENCE N 00° 19' 48" W, with the west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the east line of said Donald L. Vest and wife, Julie Ann Vest tract and the east line of that tract of land conveyed to Celina Ownsby Coit, LLC, according to deed recorded in Document Number 20180816001026240, Official Public Records, Collin County, Texas, a distance of 2,456.94 feet to a 1/2 inch iron pipe found for the northwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Celina Ownsby Coit, LLC tract, also being in the south line of that tract of land conveyed to Celina Titus, LLC, according to deed recorded in Document Number 20160401000388930, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 51" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Celina Titus, LLC tract, a distance of 1,507.21 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Celina Titus, LLC tract, same being the southwest corner of that tract of land conveyed to City Global Investments, LLC, according to deed recorded in Document Number 20151130001493760, Official Public Records, Collin County, Texas;

THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said City Global Investments, LLC tract, same being the southwest corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract

(2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, same being the southwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract;

THENCE N 00° 36' 33" W, with the west line of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the east line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 2,566.39 to the **POINT OF BEGINNING** and containing 556.836 acres of land, more or less.

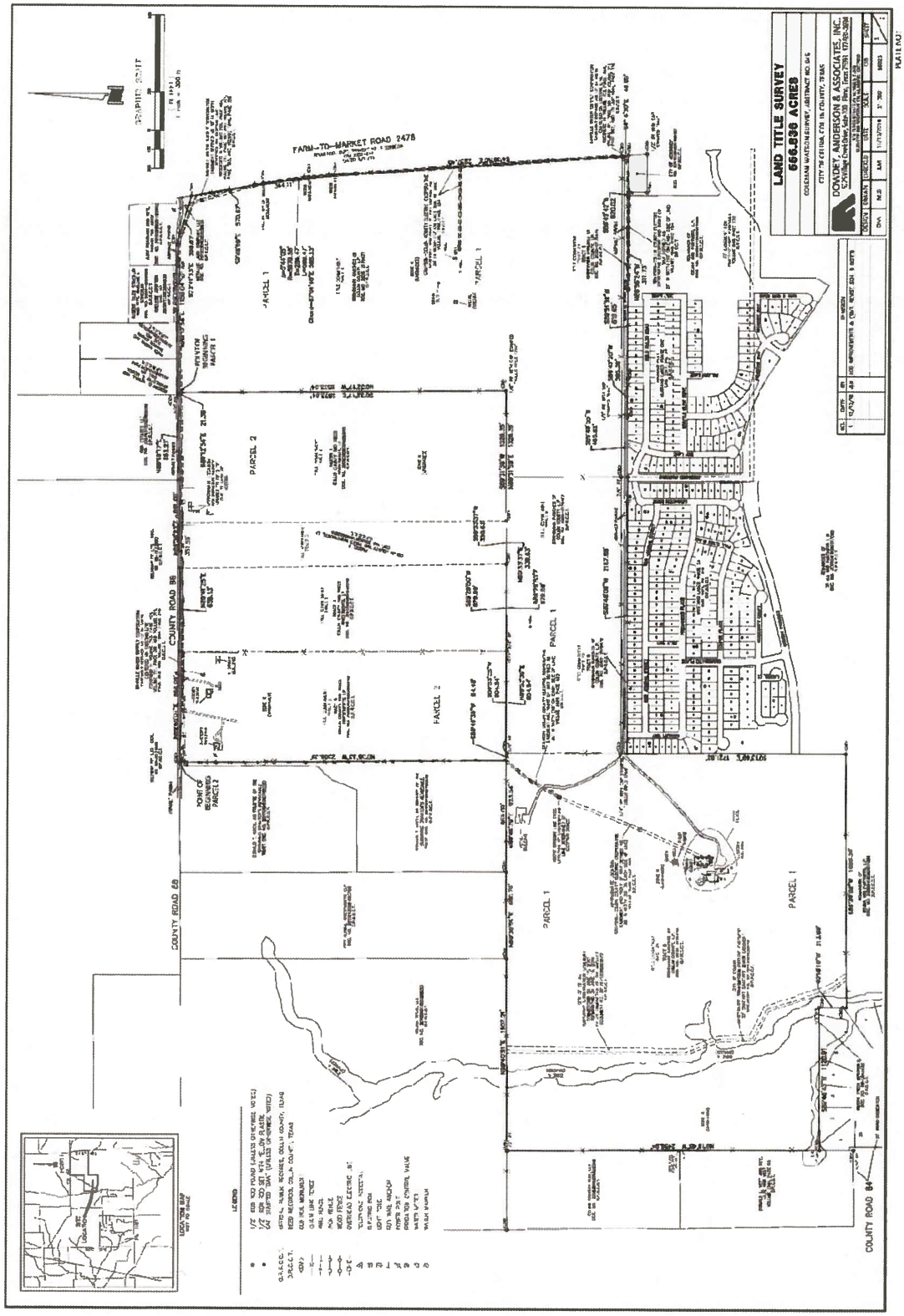

LAND TITLE SURVEY
666.896 ACRES
DOWDEY, ANDERSON & ASSOCIATES, INC.
FARM-TO-MARKET ROAD 2478
COUNTY ROAD 88
COUNTY ROAD 89
COUNTY ROAD 84
PARCEL 1
PARCEL 2
POINT OF BEGINNING PARCEL 2
LEGEND

Exhibit B
Updated Appendix B

MUSTANG LAKES BRINKMANN ADDITION DA AMENDMENT

July 9th, 2024

Kim Brawner
Assistant City Manager

BACKGROUND

- On February 22nd, 2019, the City entered into a Development Agreement with Celina 557 Partners, L.P.
- The Development Agreement encompasses approximately 557 acres
- In August 2023, the Engineering design standards were updated removing on-street bicycle lanes on arterial streets.
- This proposed amendment removes the developer's obligation to construct bike lanes and brings this development into compliance with current engineering design standards.

AMENDMENT CHANGES

1. Appendix B of the Agreement, as added by the Second Amendment, is hereby removed and replaced with the Appendix B attached hereto as Exhibit B and incorporated herein for all purposes.

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	July 9, 2024
Re:	Parks at Wilson Creek DA Amendment - Bike Lane Removal

Action Requested:
Consider and act on a fourth amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 701 acres of land, generally located east of Coit Road and north of the Collin County Outer Loop. (Parks at Wilson Creek Bike Lanes – Fourth Amended DA) (Brawner)

Background Information:
On January 13, 2015, the City entered into a Development Agreement with The Parks At Wilson Creek, L.P. to develop the Parks at Wilson Creek subdivision. The agreement has been amended three times previously. The revised development agreement documents the previous iterations of the development agreement for clarity.

In August 2023, staff presented the city council with information regarding the current industry standards and best practices regarding bicycle lanes. As such, the engineering design standards have been modified to remove on-street bicycle lanes on arterial streets. The Parks at Wilson Creek development agreement has an attachment that requires the construction of bicycle lanes on Roseland Parkway and Sunset Boulevard. As such, the current amendment will remove the developer's obligation to construct bike lanes and bring this development into compliance with current engineering design standards. The following modifications are included in this amendment:

1. The first sentence in Sections 5.01(a), (b), and (g) are hereby amended to change “28-foot” to “24-foot face-to-face”.
2. The first sentence in Section 5.01(e) is hereby amended to change "27.5-foot" to “24-foot centerline-to-face of curb”.

3. Exhibit C-2 “Technical Site Plan”, as provided by the First, is hereby amended by replacing slide 2 of 3 of Exhibit C-2 with the exhibit attached hereto as Attachment 1 and incorporated herein for all purposes.

Legal Review:
Legal has reviewed the proposed amendment.

Supporting Documents:
1. Fourth Amendment-The Parks at Wilson Creek
2. Celina Bike Lanes_v4
3. Parks at Wilson Creek 4th Amendment Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval of the proposed amendment.

FOURTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(The Parks at Wilson Creek)

This Fourth Amendment to Amended and Restated Development Agreement (this "Amendment") is made and entered into as of the 20th day of June, 2024 (the "Effective Date"), by and between the CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the "Owner") (the City and the Owner are each individually, a "Party" and collectively, the "Parties").

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the Parties that was entered into as of the 8th day of September, 2015, recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20150917001181960 (the "Original Development Agreement"), as amended by First Amendment to Amended and Restated Development Agreement entered into as of October 8, 2019 and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20191021001322210 (the "First Amendment"), and Second Amendment to Amended and Restated Development Agreement entered into as of September 14, 2021 and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20210923001945090 (the "Second Amendment"), and Third Amendment to Amended and Restated Development Agreement entered into as of December 13, 2022 and recorded in the Official Public Records of Collin County, Texas as Instrument Number 2023000005051 (the "Third Amendment")(the Original Development Agreement, First Amendment, Second Amendment, and Third Amendment collectively being the "Development Agreement"); and

WHEREAS, the Parties desire to acknowledge and correct going forward a typo in the First Amendment, Second Amendment, and Third Amendment wherein the Original Development Agreement was referenced as instrument number 20150917001181966 with effective date of September 9th, 2015. This reference is incorrect, and the Parties acknowledge that the references for the Original Development Agreement described in the first recital herein is correct; and

WHEREAS, the Development Agreement governs two tracts of land in the City of Celina, Collin County, Texas, one containing 540 acres and the other containing 161 acres, save and except that approximate 17.14-acre parcel of land conveyed to Collin County, Texas by Special Warranty Deed recorded November 18, 2019, in the Official Public Records of Collin County, Texas, as Instrument Number 20191118001467990 (as defined in the Development Agreement, the "Property", and as more particularly described in **Exhibit "A"** of the Development Agreement); and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Development Agreement, including the First Amendment, Second Amendment, and Third Amendment unless otherwise defined herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment; and

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property and the City and the Owner are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. Amendments.

I. The following terms provided by the Second Amendment are hereby amended as follows:

A. The first sentence in Sections 5.01(a), (b), and (g) are hereby amended to change "28-foot" to "24-foot face-to-face".

B. The first sentence in Section 5.01(e) is hereby amended to change "27.5-foot" to "24-foot centerline-to-face of curb".

II. Exhibit C-2 "Technical Site Plan", as provided by the First Amendment, is hereby amended by replacing slide 2 of 3 of Exhibit C-2 with the exhibit attached hereto as Attachment 1 and incorporated herein for all purposes.

2. Ratification of Development Agreement. The Development Agreement, as amended by this Amendment, shall continue in full force and effect and is hereby ratified and confirmed in all respects.

3. Binding Agreement. Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[the remainder of this page intentionally left blank - signature pages and exhibits to follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____, 2024, before me, the undersigned personally appeared Ryan Tubbs, Mayor of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

THE PARKS AT WILSON CREEK, L.P,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

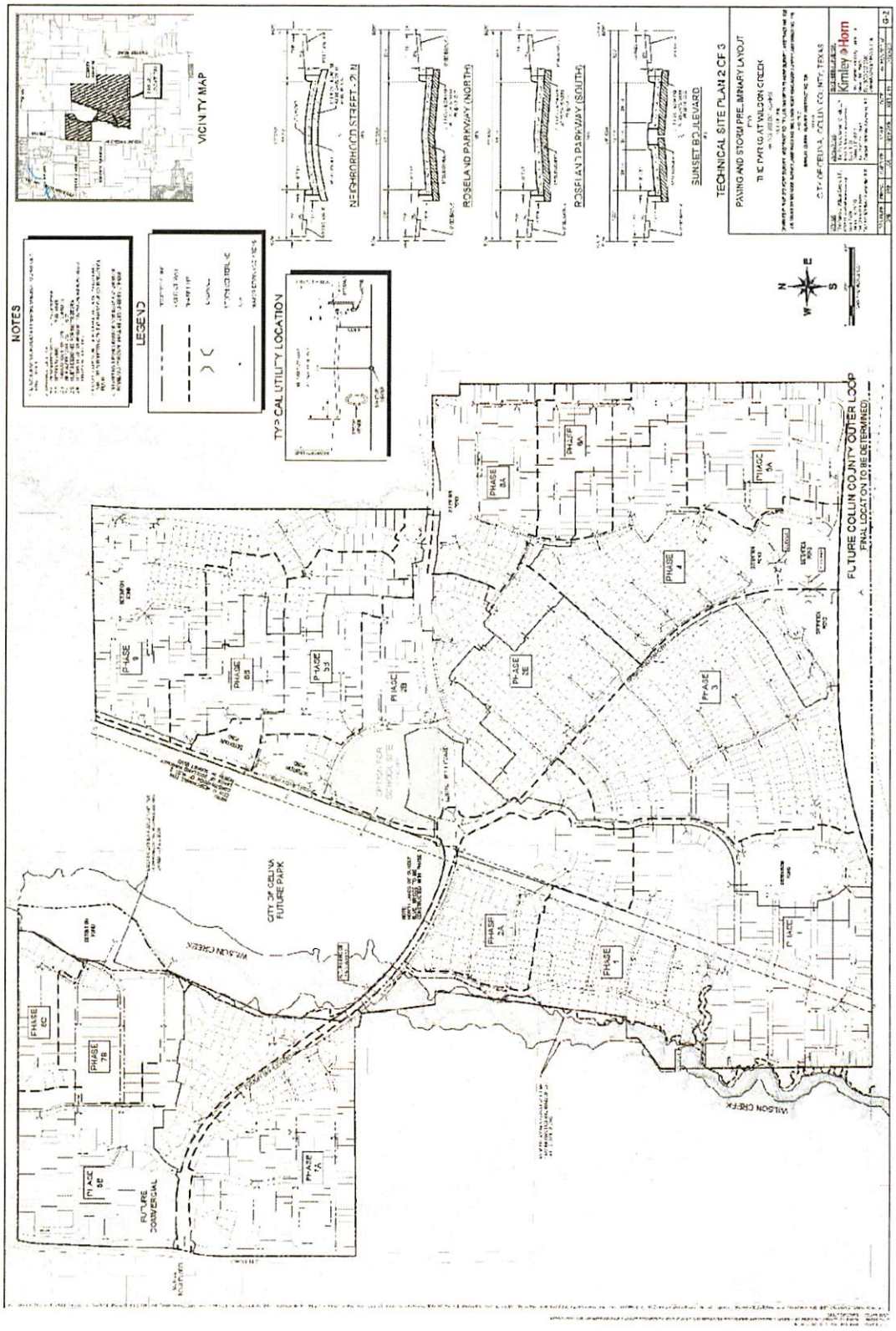
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 20, 2024, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of said limited partnership.

KELSEY ULRICH
Notary ID #133863336
My Commission Expires
July 18, 2026

_____
Notary Public in and for the State of TEXAS

Attachment 1
Amended Exhibit C-2 "Technical Site Plan"



Life Connected.

BICYCLE ACCOMMODATIONS

AUGUST 8, 2023

Life Connected.

1

INDUSTRY STANDARDS & BEST PRACTICES

FHWA- Federal Highway Administration
AASHTO – American Association of State Highway and Transportation Officials
TxDOT – Texas Department of Transportation

2

CURRENT CITY STANDARDS

Life Connected.

3

CONSIDERATIONS

4

YOUR FEEDBACK

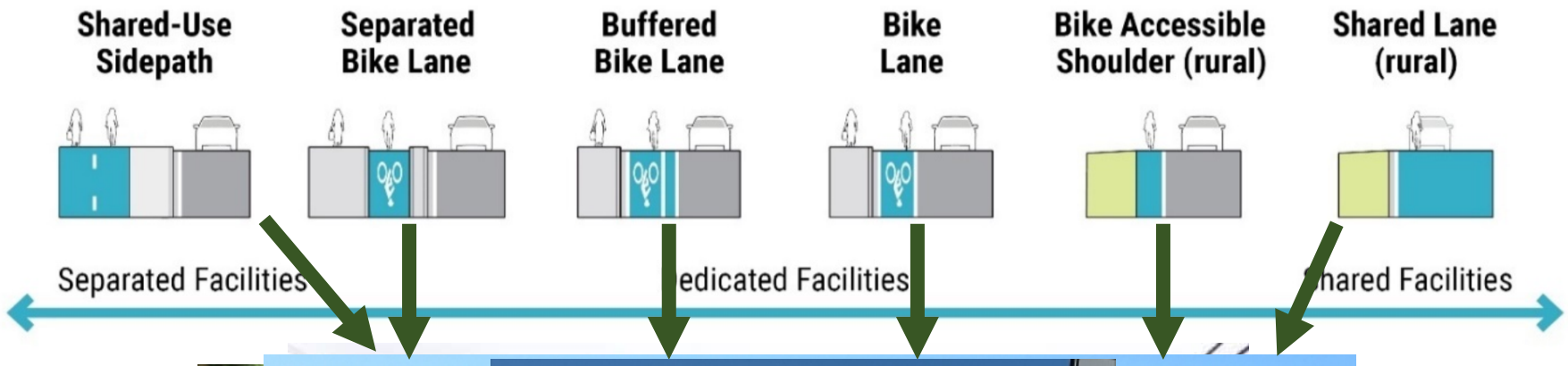
CELINA TEXAS EST. 1876

Life Connected.

1

INDUSTRY STANDARDS & BEST PRACTICES

FHWA- Federal Highway Administration
AASHTO – American Association of State Highway and Transportation Officials
TxDOT – Texas Department of Transportation



Kimley»Horn

CELINA TEXAS EST. 1876

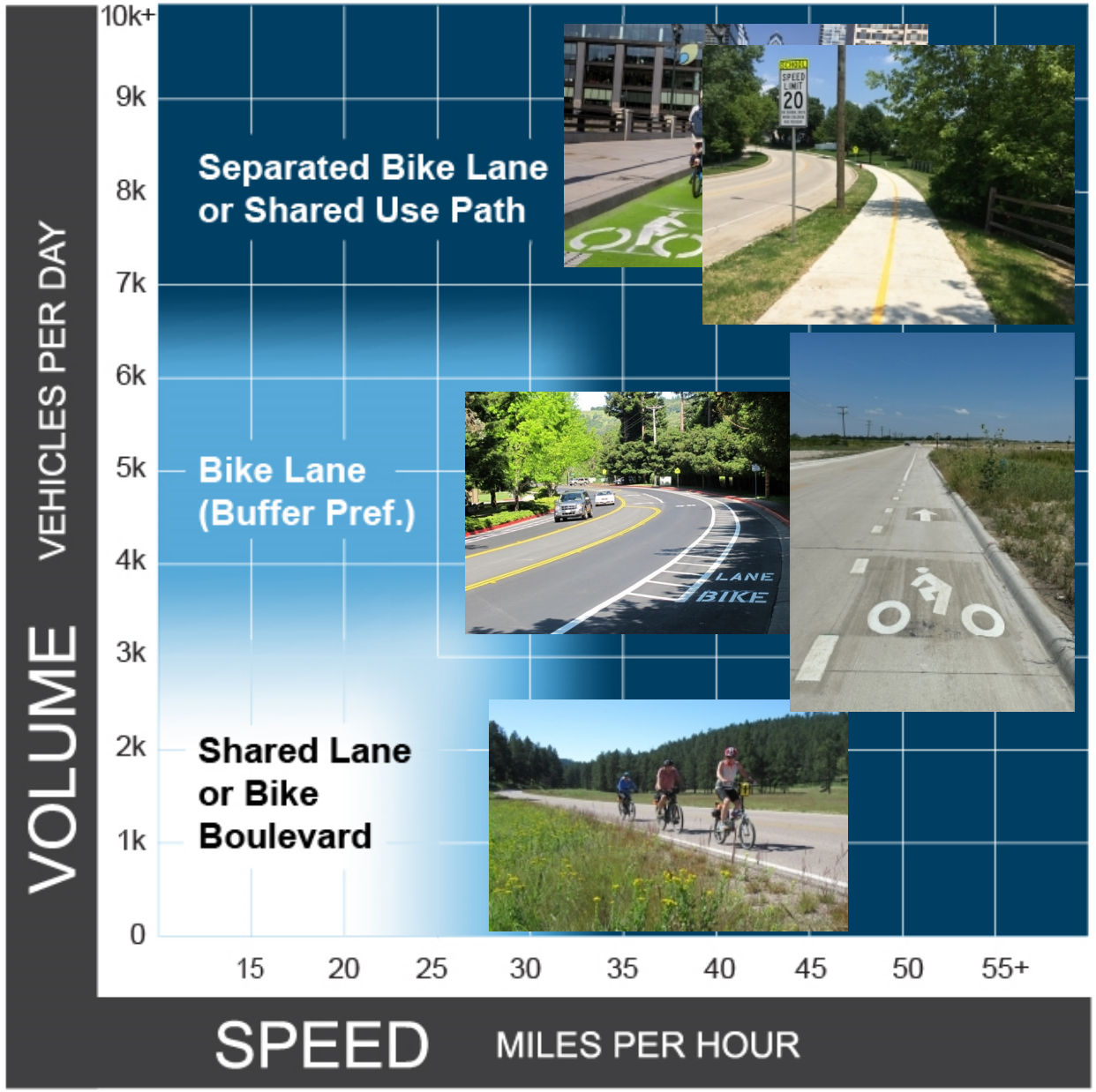
Life Connected.

1

INDUSTRY STANDARDS & BEST PRACTICES

FHWA- Federal Highway Administration

AASHTO – American Association of State Highway and Transportation Officials



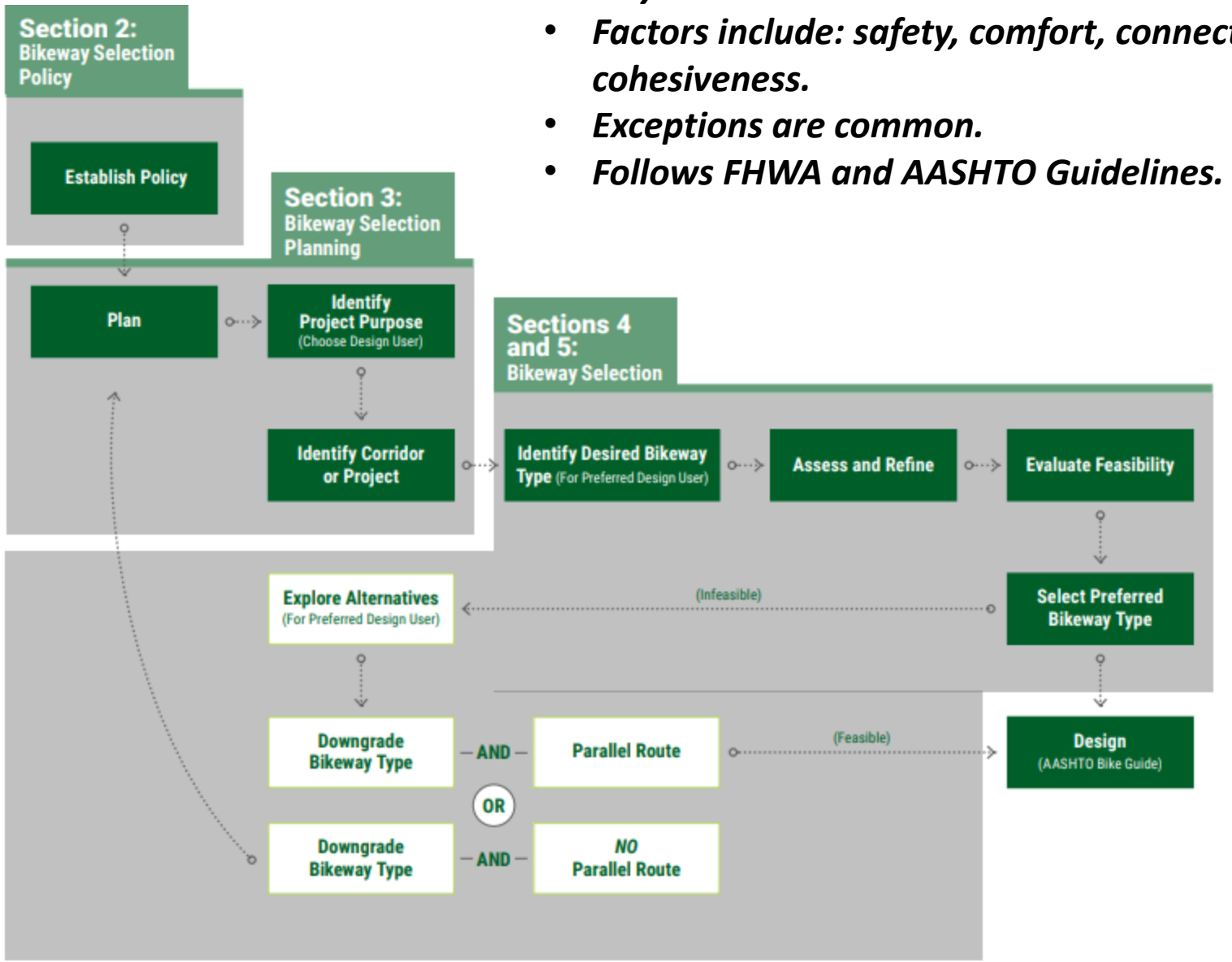
CELINA TEXAS EST. 1876

Life Connected.

1

INDUSTRY STANDARDS & BEST PRACTICES

TxDOT – Texas Department of Transportation

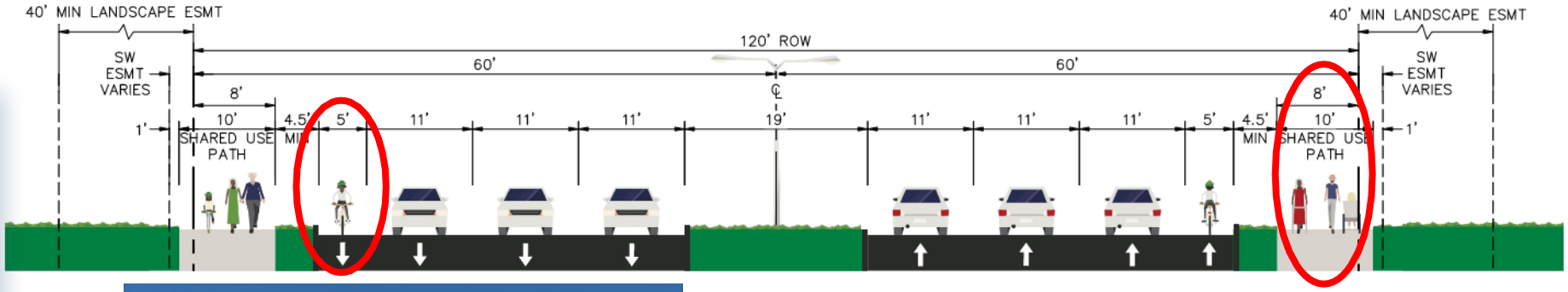


- ***Bicycle accommodations are considered***
- ***Factors include: safety, comfort, connectivity, cohesiveness.***
- ***Exceptions are common.***
- ***Follows FHWA and AASHTO Guidelines.***

Kimley»Horn

2

CURRENT CITY STANDARDS



BIKE LANE

SHARED-USE SIDEPATH

CELINA TEXAS EST. 1876

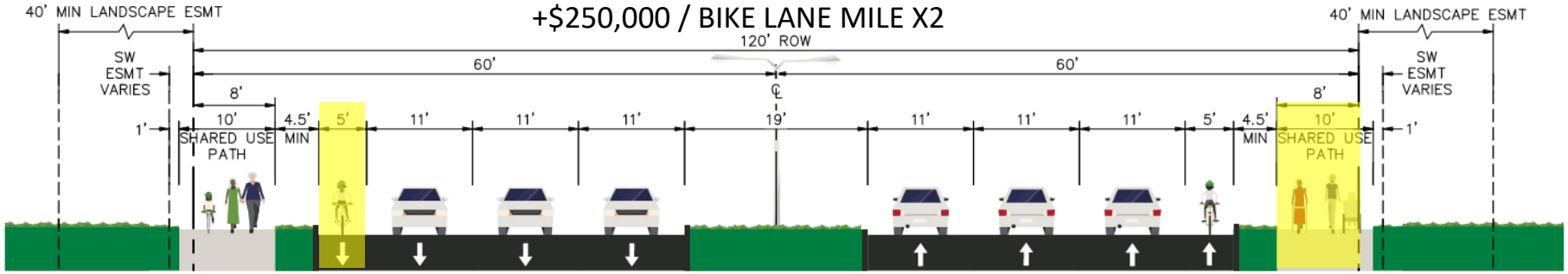
Life Connected.

3

CONSIDERATIONS

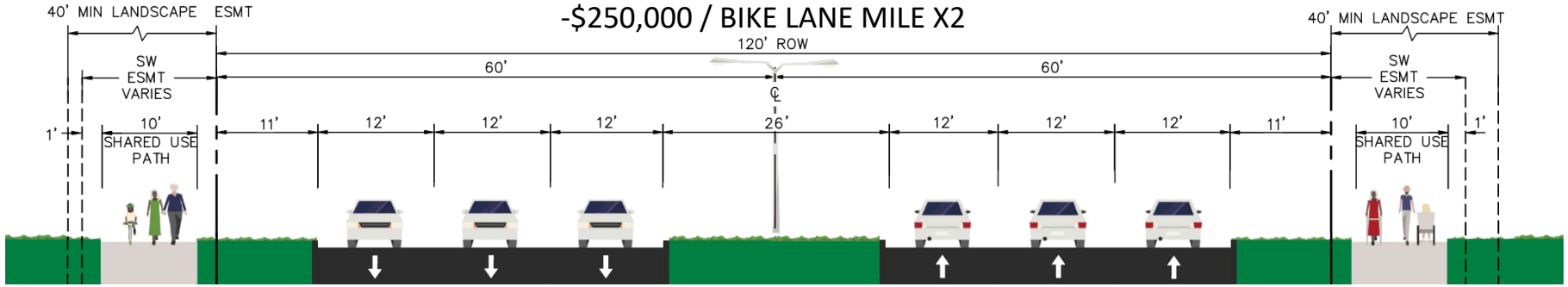
OPTION A

+$250,000 / BIKE LANE MILE X2



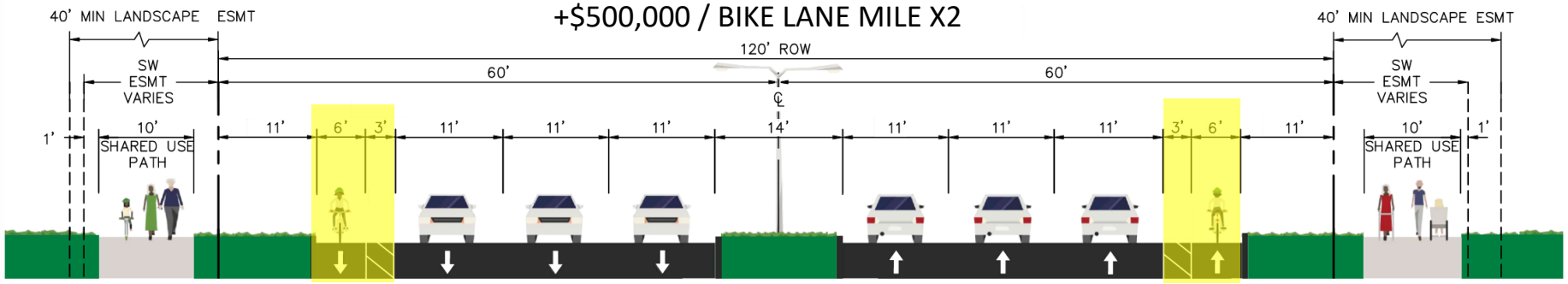
OPTION B

-$250,000 / BIKE LANE MILE X2



OPTION C

+$500,000 / BIKE LANE MILE X2



BIKE LANES TO BE DROPPED 300' BEFORE THE INTERSECTION

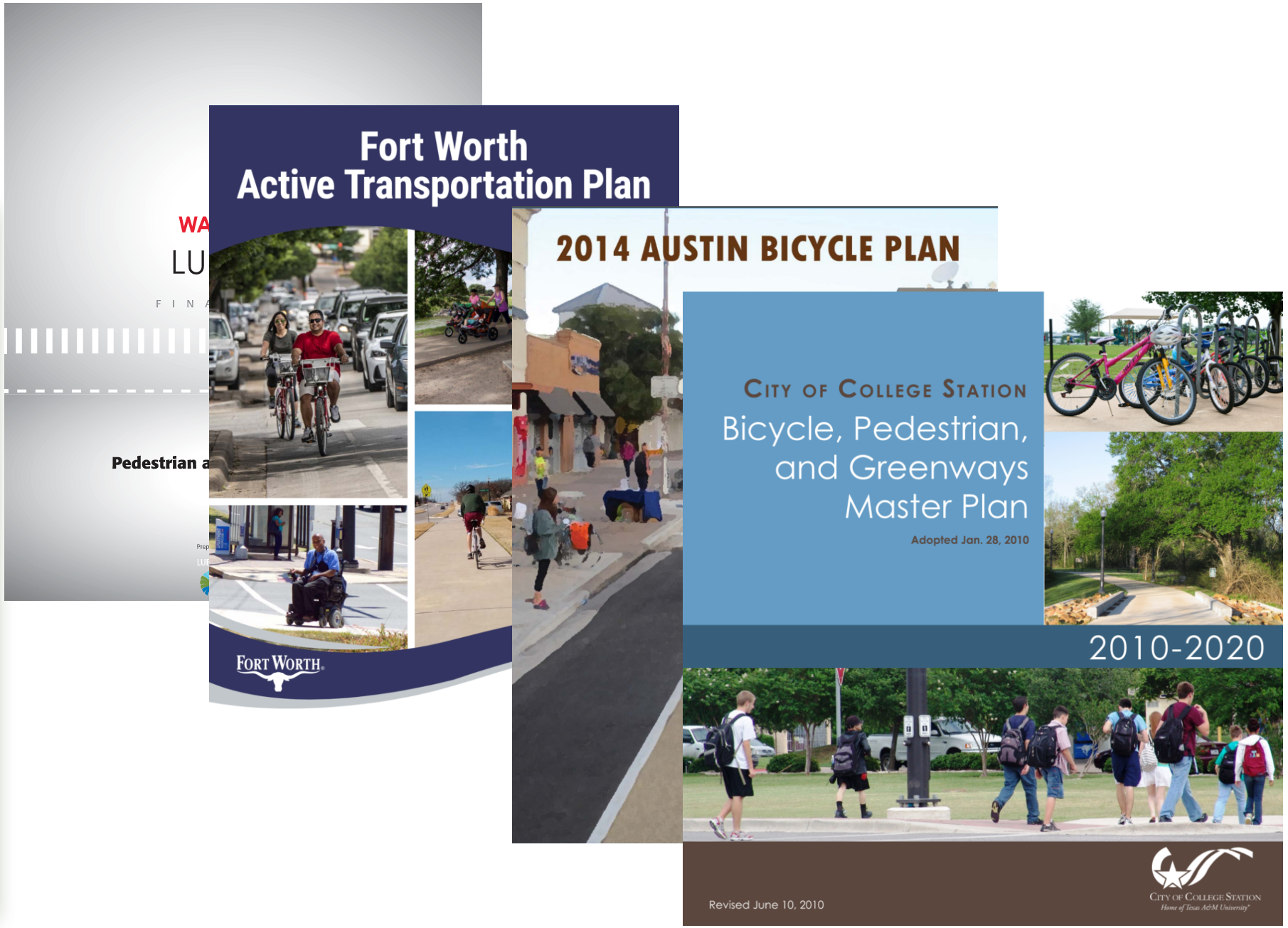
Kimley»Horn

CELINA TEXAS EST. 1876

Life Connected.

3

CONSIDERATIONS



Kimley»Horn

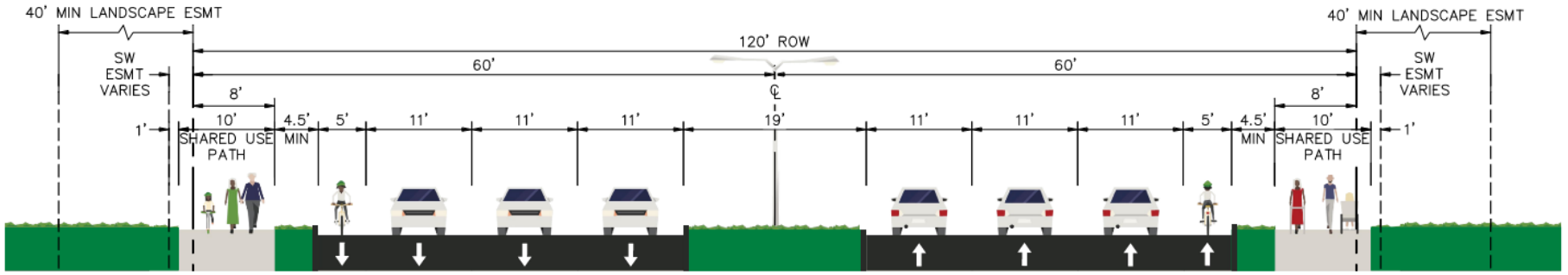
CELINA TEXAS EST. 1876

Life Connected.

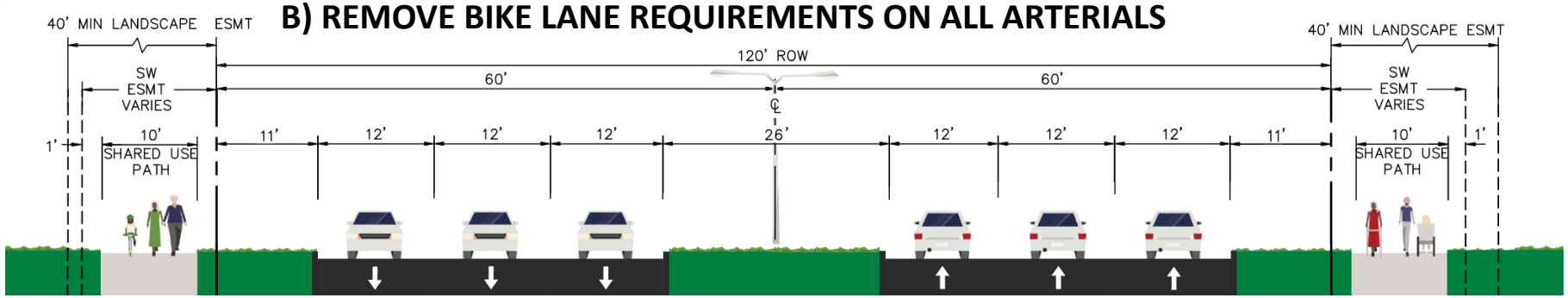
4

YOUR FEEDBACK

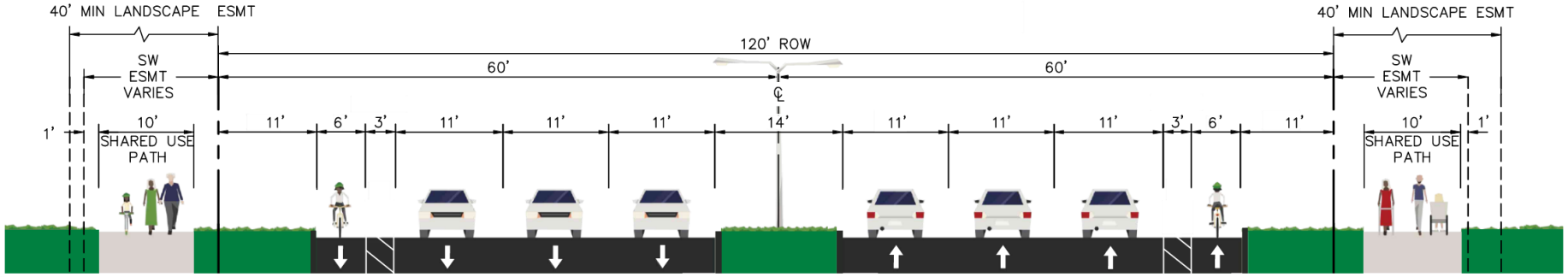
A) CONTINUE TO REQUIRE BIKE LANES AND SHARED USE SIDEPATHS ON ALL ARTERIALS



B) REMOVE BIKE LANE REQUIREMENTS ON ALL ARTERIALS



C) INCREASE BIKE LANES TO 6' AND PROVIDE 3' BUFFER



4) SELECT *OPTION B* BUT IMPLEMENT *OPTION C* ON A CASE-BY-CASE BASIS

Kimley»Horn

Life Connected.

THANK YOU

AUGUST 8, 2023

PARKS AT WILSON CREEK DA AMENDMENT

July 9th, 2024

Kim Brawner
Assistant City Manager

BACKGROUND

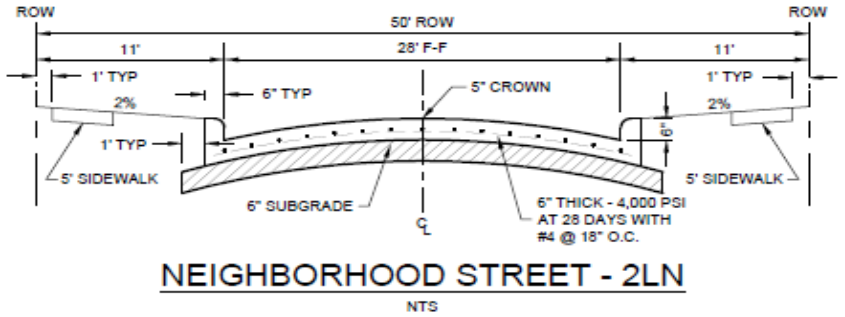
- On January 13th, 2015, the City entered into a Development Agreement with The Parks at Wilson Creek, L.P.
- The Development Agreement encompasses approximately 701 acres
- In August 2023 the Engineering design standards were updated removing on-street bicycle lanes on arterial streets.
- This proposed amendment removes the developer's obligation to construct bike lanes and brings this development into compliance with current engineering design standards.

AMENDMENT CHANGES

1.The first sentence in Sections 5.01(a), (b), and (g) are hereby amended to change “28-foot” to “24-foot face-to-face”.

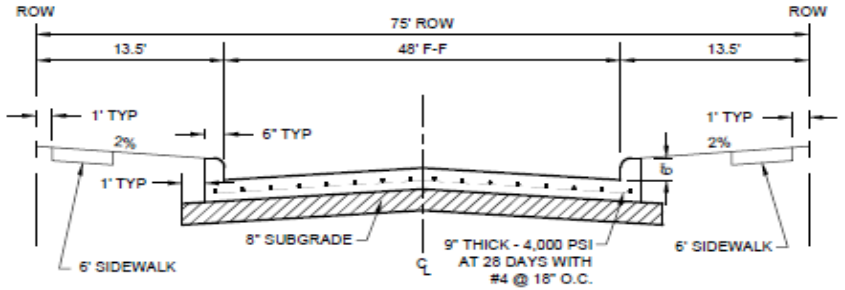
2.The first sentence in Section 5.01(e) is hereby amended to change "27.5-foot" to “24-foot centerline-to-face of curb”.

3.Exhibit C-2 “Technical Site Plan”, as provided by the First, is hereby amended by replacing slide 2 of 3 of Exhibit C-2 with the exhibit attached hereto as Attachment 1 and incorporated herein for all purposes.



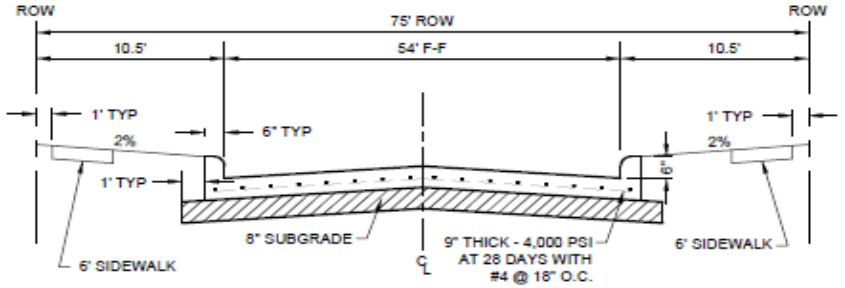
NEIGHBORHOOD STREET - 2LN

NTS



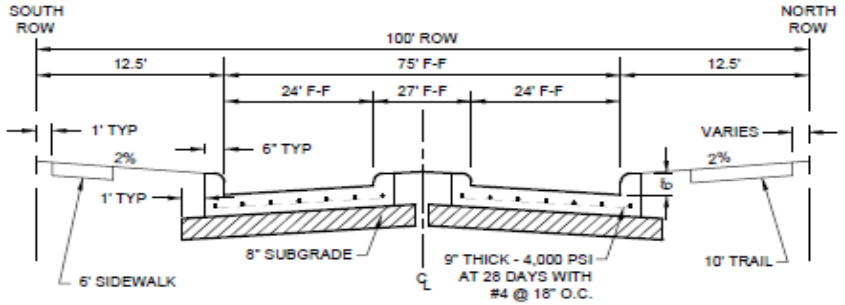
ROSELAND PARKWAY (NORTH)

NTS



ROSELAND PARKWAY (SOUTH)

NTS



SUNSET BOULEVARD

NTS

QUESTIONS?

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Madhuri Mohan
Date:	July 9, 2024
Re:	Farr - C-3 Expedited Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 8 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. (Farr Tract - C-3 Expedited Annexation Service Agreement) (Mohan)

Background Information:
This item is related to the voluntary annexation of approximately 8 acres; generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. State law requires that cities enter into written agreements with property owners related to the provision of City services (emergency services, water & wastewater facilities, roads, health & code enforcement, zoning, public facilities, etc.) at the time of annexation. Please refer to the attached documents for further information, as well as the accompanying annexation and zoning agenda items.

The following three agenda items, including this one, comprise one project on the agenda, per the below:

- **Annexation Service Agreement (Consent) - Required of all annexation cases**
- Annexation (Public Hearing) - Voluntary annexation of the subject property
- Zoning (Public Hearing) - Zoning the property for future commercial development

Legal Review:

This annexation follows a standard template approved by the City Attorney's Office.

Supporting Documents:

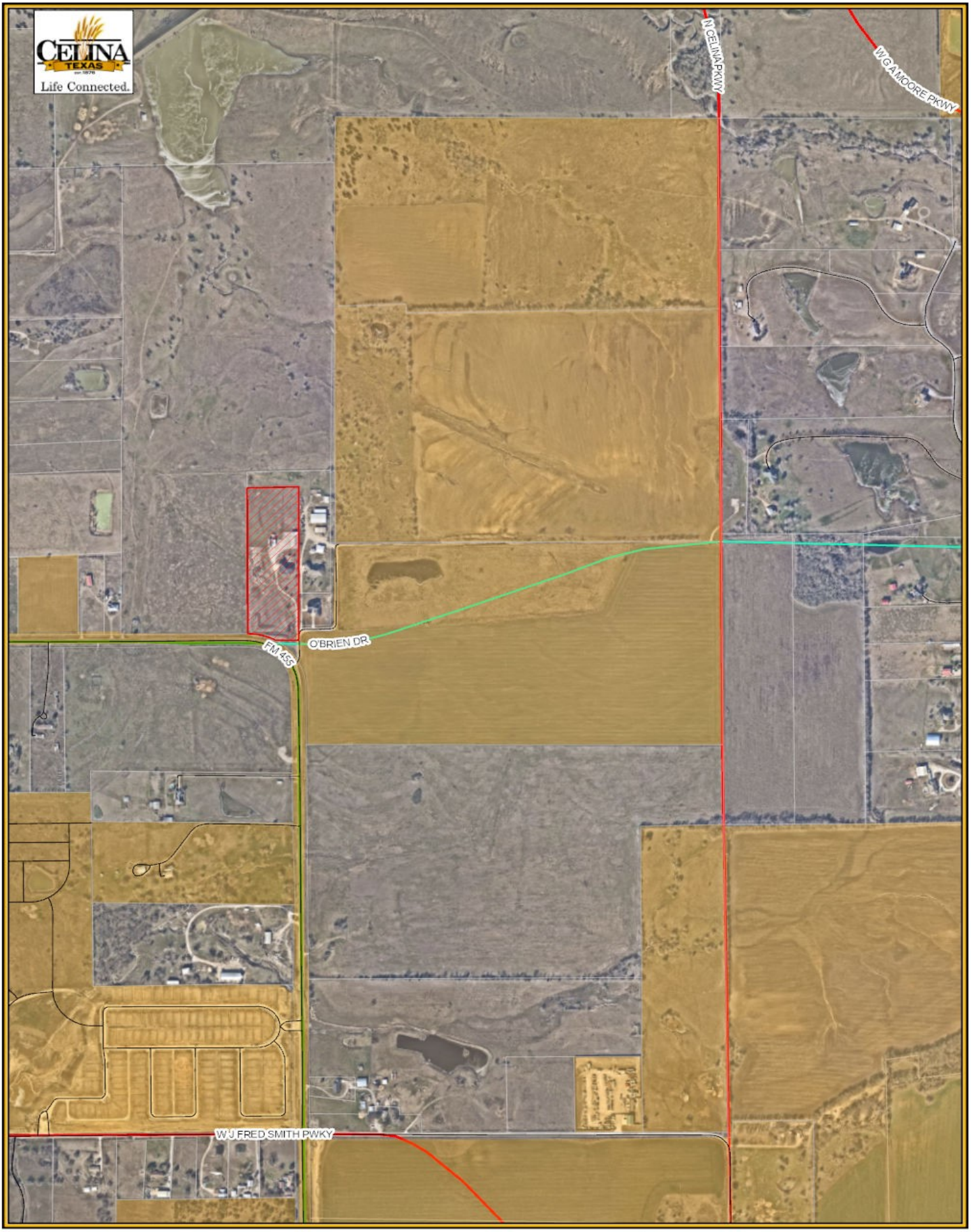
1. Location Map
2. Draft Service Agreement
3. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Farr Zoning Location Map

City of Celina

5/29/2024

N
W E
S

0 500 1,000

Feet

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at https://ecode360.com/CE6272.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this_____ day of _____, 2024.

CITY OF CELINA

By: _____
Name: Robert Ranc
Title: City Manager
Date: _____

OWNER: WESLEY & CHERIE FARR

By: _____
Name: Wesley Farr
Title: Owner
Date: _____

By: _____
Name: Cherie Farr
Title: Owner
Date: _____

Exhibit A
Legal Description

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 735, Collin County, Texas, and being part of a 13.714 acre tract as conveyed to Michael D. Reedy, et al, as recorded in Volume 4499, Page 2624, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner said iron rod being North 89 degrees 18 minutes 19 seconds West a distance of 229.14 feet from the most easterly Southeast corner of said 13.714 acre tract, said iron rod also being in a bend of County Road No. 946;

THENCE South 00 degrees 45 minutes 48 seconds West following County Road No. 946 a distance of 71.28 feet to a 3/4 inch iron pipe found for corner in the center line point of F.M. No. 455;

THENCE North 89 degrees 18 minutes 19 seconds West a distance of 143.55 feet to a 1/2 inch iron rod found for corner in the Northeast right of way line of said F.M. No. 455 (a 90 foot ROW), said iron rod also being in a curve to the left with a chord bearing of North 74 degrees 53 minutes 43 seconds West and a chord distance of 180.83 feet;

THENCE along said curve to the left following the North ROW line of said F.M. No. 455 through a central angle of 28 degrees 49 minutes 12 seconds radius distance of 363.31 feet and arc distance of 182.75 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 18 minutes 19 seconds West following the North ROW line of said F.M. No. 455 a distance of 1.76 feet to a 1/2 inch iron rod found for corner at the Southwest corner of said 13.714 acre tract;

THENCE North 00 degrees 53 minutes 22 seconds East following the East line of said 13.714 acre tract a distance of 993.83 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 43 minutes 36 seconds East a distance of 320.51 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 53 minutes 22 seconds West a distance of 792.96 feet to the POINT OF BEGINNING and containing 328,354 square feet or 7.538 acres of land, more or less.

FARR TRACT

Annexation Service Agreement

City Council
July 9, 2024

SERVICE AGREEMENT OVERVIEW

- When a property owner applies for voluntary annexation, the City must, per State law, enter into a written agreement with the property owner related to the provision of City services
- The agreement includes a list of services the City will provide at the time of annexation
- City services include, but are not limited to, emergency services, water & wastewater facilities, roads, health & code enforcement, zoning, and public facilities
- The approved service agreement is included within the annexation ordinance
- Staff recommends approval as presented

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Ownsby Parkway Road Construction, Change Order, R58

Action Requested:
Consider and act to authorize a change order with RPMx for an amount not to exceed $165,600 to extend the proposed cast in place retaining wall approximately 400 feet due to existing field conditions. (Glasgow)

Background Information:
On August 8, 2023, the Council authorized the award of Bid 2023-053 for the construction of Ownsby Parkway from Preston Road to Coit Road construction to RPMx Construction LLC for $12,116,344.19 plus a ten percent contingency of $1,211,634.42 for a total amount not to exceed $13,327,978.61. This change order exceeds $50,000 and by state statute requires Council authorization but is within the total amount authorized by the City Council.

The proposed change order covers the cost of extending the cast-in-place retaining wall approximately 400 feet east of station 126+81.74. The geotechnical report for the project indicated 4 to 13 feet of clay in the upper layer of the soil profile and limestone to be encountered 13 to 20 feet deep in the impacted area. During construction, limestone was discovered shallower than anticipated in the area. As a result, grading as proposed on the plans would entail rock grading versus clay. The addition of the retaining wall will add protection to existing residential retaining walls, screening walls and fences. Trees and shrubs along the HOA area will also be saved in this vicinity.

Legal Review:
The change order form has been previously reviewed and approved.

Supporting Documents:

1. CO 3
2. Interoffice Memo- Ownsby CO 3

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 change order as presented.

DocuSigned by: Dayshown Richard E120CF7166784AA... 6/5/2024

DocuSigned by: 2C893A681B6B4A4... 6/17/2024

Life Connected.

CCO #003

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

DocuSigned by: catherine oduro 3DE1CF956963430... 6/5/2024

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

Subcontract Change Order #003: CE #CO #3 - Additional CIP Retaining Wall

CONTRACT COMPANY:	**RPMx** 6500 Meyer Way Suite 100 Mckinney, Texas 75070	**CONTRACT FOR:**	SC-R58-002:Construction Contractor
DATE CREATED:	6/05/2024	**CREATED BY:**	Catherine Oduro **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	06/05/2024
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	Yes
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	0 days
FIELD CHANGE:	Yes	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$165,600.00

DESCRIPTION:
CE #CO #3 - Additional CIP Retaining Wall
Due to the existing elevations of the grade and trees, the CIP retaining wall will need to be extended by roughly 400' between 123+50 and 130+00.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	3-40-12.C CAST-IN-PLACE CONCRETE RETAINING WALL (FORMLINED WITH INTEGRAL COLOR)	CAST-IN-PLACE CONCRETE RETAINING WALL (FORMLINED)165	$165,600.00
		Grand Total:	**$165,600.00**

The original (Contract Sum)	$ 12,116,344.20
Net change by previously authorized Change Orders	$ 121,705.72
The contract sum prior to this Change Order was	$ 12,238,049.92
The contract sum will be increased by this Change Order in the amount of	$ 165,600.00
The new contract sum including this Change Order will be	$ 12,403,649.92
The contract time will not be changed by this Change Order.	

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

SIGNATURE **DATE**

RPMx
6500 Meyer Way Suite 100
Mckinney, Texas 75070

DocuSigned by: Jonathan Guzman 83DA633AD78A40C... 6/5/2024

SIGNATURE **DATE**

DocuSign Envelope ID: 9CA3B390-7331-4BB9-9D3B-A033DCD02946

BID ITEM NO.	SPEC NO.	DESCRIPTION	UNIT		BID UNIT PRICE	ITEM TOTAL	TOTAL COST	ITEM TOTAL	TOTAL COST	ITEM DIFFERENCE	COST DIFFERNCE	%
GENERAL												
100	347113	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO		$ 1,000.00	18	$ 18,000.00	18	$ 18,000.00		$ -	
101	017113	MOBILIZATION (5% MAX)	LS		$ 500,000.00	1	$ 500,000.00	1	$ 500,000.00		$ -	
102	024100	GENERAL SITE PREPARATION (2%)	LS		$ 200,000.00	1	$ 200,000.00	1	$ 200,000.00		$ -	
REMOVALS												
200	024100	REMOVE FENCE	LF		$ 3.00	2,992	$ 8,976.00	2,992	$ 8,976.00		$ -	
201	024100	REMOVE CONCRETE PAVEMENT	SY		$ 8.00	2,346	$ 18,768.00	2,346	$ 18,768.00		$ -	
202	024100	REMOVE ASPHALT PAVEMENT	SY		$ 10.00	16,132	$ 161,320.00	16,132	$ 161,320.00		$ -	
203	024100	REMOVE GRAVEL DRIVEWAY	SY		$ 13.50	264	$ 3,564.00	264	$ 3,564.00		$ -	
204	024100	REMOVE CONCRETE SIDEWALK AND RAMPS	SY		$ 5.00	1,071	$ 5,355.00	1,071	$ 5,355.00		$ -	
205	024100	REMOVE CONCRETE DRIVEWAY	SY		$ 8.50	606	$ 5,151.00	606	$ 5,151.00		$ -	
206	024100	REMOVE INLET	EA		$ 1,027.00	4	$ 4,108.00	6	$ 6,162.00	2	$ 2,054.00	50%
207	024100	REMOVE CMP DRAIN PIPE	LF		$ 19.00	610	$ 11,590.00	610	$ 11,590.00		$ -	
208	024100	REMOVE RCP DRAIN PIPE	LF		$ 30.00	305	$ 9,150.00	305	$ 9,150.00		$ -	
209	024100	REMOVE CONCRETE BOX CULVERT	LF		$ 40.00	60	$ 2,400.00	60	$ 2,400.00		$ -	
210	024100	REMOVE HEADWALL	EA		$ 844.00	10	$ 8,440.00	10	$ 8,440.00		$ -	
211	024100	REMOVE WINGWALL	EA		$ 1,392.00	2	$ 2,784.00	2	$ 2,784.00		$ -	
212	024100	REMOVE ROCK RIPRAP	SY		$ 27.00	101	$ 2,727.00	101	$ 2,727.00		$ -	
213	024100	REMOVE SIGN & ASSEMBLY	EA		$ 217.00	14	$ 3,038.00	14	$ 3,038.00		$ -	
214	024100	REMOVE BRICK MAILBOX	EA		$ 243.00	7	$ 1,701.00	7	$ 1,701.00		$ -	
215	TXDOT 552	WIRE FENCE (TY C) (INSTALL/MAINTAIN/REMOVE)	LF		$ 25.45	778	$ 19,800.10	778	$ 19,800.10		$ -	
216	TXDOT 552	WIRE FENCE (TY D) (INSTALL/MAINTAIN/REMOVE)	LF		$ 35.20	428	$ 15,065.60	428	$ 15,065.60		$ -	
ROADWAY												
300	312316	EXCAVATION (ROADWAY)	CY		$ 6.00	36,549	$ 219,294.00	35,981	$ 215,886.00	568	$ (3,408.00)	-2%
301	312317	EXCAVATION (CHANNEL)	CY		$ 20.00	801	$ 16,020.00	801	$ 16,020.00		$ -	
302	312413	EMBANKMENT	CY		$ 10.00	11,981	$ 119,810.00	12,344	$ 123,440.00	363	$ 3,630.00	3%
303	321112	MOISTURE CONDITIONED SUBGRADE (60" DEPTH)	SY		$ 20.00	11,022	$ 220,444.40	11,009	$ 220,178.40	13	$ (266.00)	0%
304	321113	8" LIME STABILIZED SUBGRADE	SY		$ 3.20	65,978	$ 211,130.50	60,456	$ 193,459.20	5,522	$ (17,671.30)	-8%
305	321113	6" LIME STABILIZED SUBGRADE	SY		$ 4.80	1,739	$ 8,344.80	1,739	$ 8,344.80		$ -	
306	321113	HYDRATED LIME (66 LBS/SY)	TON		$ 316.00	2,235	$ 706,150.58	2,052	$ 648,432.00	183	$ (57,718.58)	-8%
307	321313	11" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	SY		$ 75.70	23,064	$ 1,745,944.80	21,723	$ 1,644,431.10	1,341	$ (101,513.70)	-6%
308	321313	10" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	SY		$ 70.00	28,779	$ 2,014,530.00	25,900	$ 1,813,000.00	2,879	$ (201,530.00)	-10%
309	321313	6" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	SY		$ 69.00	1,525	$ 105,225.00	1,525	$ 105,225.00		$ -	
310	071300	MOISTURE BARRIER (10 MIL POLYETHYLENE)	SY		$ 1.60	17,072	$ 27,315.42	16,629	$ 26,607.05	443	$ (708.37)	-3%
311	321116	8" FLEXBASE	SY		$ 22.00	1,559	$ 34,298.00	1,603	$ 35,266.00	44	$ 968.00	3%
312	321126	4" ASPHALT (TYPE B)	SY		$ 46.00	1,461	$ 67,206.00	1,502	$ 69,092.00	41	$ 1,886.00	3%
313	321126	PRIME COAT (0.25 GAL/SY)	GAL		$ 6.50	365	$ 2,374.13	376	$ 2,440.75	10	$ 66.63	3%
314	321216	2" HMAC (TYPE D)	SY		$ 25.50	1,461	$ 37,255.50	1,502	$ 38,301.00	41	$ 1,045.50	3%
315	321665	CONCRETE STREET HEADER	LF		$ 30.00	229	$ 6,870.00	228	$ 6,840.00	1	$ (30.00)	0%
316	321660	LAYDOWN MEDIAN NOSE	EA		$ 1,803.00	18	$ 32,454.00	18	$ 32,454.00		$ -	
317	321313	STAMPED CONCRETE (6") (BOMANITE-BOMACON CREEK STONE)	SF		$ 34.50	5,983	$ 206,413.50	2,179	$ 75,175.50	3,804	$ (131,238.00)	-64%
318	321650	CONCRETE SIDEWALK (4" THICK)	SY		$ 51.50	5,129	$ 264,143.50	5,129	$ 264,143.50		$ -	
319	321655	CURB RAMP (TY 5)	EA		$ 1,545.00	1	$ 1,545.00	1	$ 1,545.00		$ -	
320	321655	CURB RAMP (TY 7)	EA		$ 1,500.00	27	$ 40,500.00	27	$ 40,500.00		$ -	
321	321655	BIKE RAMP	EA		$ 1,330.00	2	$ 2,660.00		$ -	2	$ (2,660.00)	-100%
322	333913	MANHOLE RIM ADJUSTMENT	EA		$ 586.00	8	$ 4,688.00	8	$ 4,688.00		$ -	
323	331217	WATERVALVE ADJUSTMENT	EA		$ 142.00	18	$ 2,556.00	18	$ 2,556.00		$ -	
324	033100	CAST-IN-PLACE CONCRETE RETAINING WALL (FORMLINED WITH INTEGRAL COLOR)	LF		$ 414.00	240	$ 99,360.00	240	$ 99,360.00		$ -	
325	321645	DRIVEWAY (CONCRETE) (6" THICK)	SY		$ 120.00	465	$ 55,800.00	465	$ 55,800.00		$ -	
326	TXDOT 560	TEMPORARY MAILBOX (INSTALL/MAINTAIN/REMOVE)	EA		$ 460.00	7	$ 3,220.00	7	$ 3,220.00		$ -	
327	TXDOT 560	MASONRY MAILBOX	EA		$ 3,090.00	7	$ 21,630.00	7	$ 21,630.00		$ -	
328	TXDOT 552	WIRE FENCE (TY C) (INSTALL)	LF		$ 20.60	802	$ 16,521.20	802	$ 16,521.20		$ -	
329	N/A	BOARD ON BOARD WOOD FENCE (8') (INSTALL)	LF		$ 77.25	25	$ 1,931.25	25	$ 1,931.25		$ -	
330	TXDOT 552	TYPE 1 GATE (INSTALL)	EA		$ 1,000.00	1	$ 1,000.00	1	$ 1,000.00		$ -	
$ 331.00	TXDOT 360	CONC PVMT (CONT REINF - CRCP) (8")	SY	76	$ 85.00		$ -	**1,195**	$ 101,575.00	1,195	$ 101,575.00	NEW ITEM
$ 332.00	TXDOT 340	D-GR HMA(SQ) TY-B PG64-22	SY		$ 46.00		$ -	1,374	$ 63,204.00	1,374	$ 63,204.00	NEW ITEM
$ 333.00	TXDOT 260	LIME TRT (EXST MATL)(8")	SY		$ 12.00		$ -	1,374	$ 16,488.00	1,374	$ 16,488.00	NEW ITEM
$ 334.00	TXDOT 260	LIME (HYDRATED LIME (SLURRY))	TON		$ 316.00		$ -	23	$ 7,268.00	23	$ 7,268.00	NEW ITEM
$ 335.00	TXDOT 360	CURB (TYPE II)	LF		$ 20.00		$ -	664	$ 13,280.00	664	$ 13,280.00	NEW ITEM
DRAINAGE												
400	334113	18" RCP	LF		$ 73.00	410	$ 29,930.00	178	$ 12,994.00	232	$ (16,936.00)	-57%
401	334113	21" RCP	LF		$ 79.00	1,585	$ 125,215.00	1,478	$ 116,762.00	107	$ (8,453.00)	-7%
402	334113	24" RCP	LF		$ 91.00	1,783	$ 162,253.00	3,315	$ 301,665.00	1,532	$ 139,412.00	86%
403	334113	30" RCP	LF		$ 114.00	1,009	$ 115,026.00	1,089	$ 124,146.00	80	$ 9,120.00	8%
404	334113	36" RCP	LF		$ 150.00	113	$ 16,950.00	113	$ 16,950.00		$ -	
405	334113	42" RCP	LF		$ 208.00	303	$ 63,024.00	299	$ 62,192.00	4	$ (832.00)	-1%
406	334200	4'X2' RCB (CAST-IN-PLACE)	LF		$ 305.00	96	$ 29,280.00	96	$ 29,280.00		$ -	
407	334200	4'X3' RCB (CAST-IN-PLACE)	LF		$ 331.00	194	$ 64,214.00	194	$ 64,214.00		$ -	

Life Connected.

INTEROFFICE MEMORANDUM

TO: ROBERT RANC, CITY MANAGER

FROM: ANDY GLASGOW, DIRECTOR OF ENGINEERING

SUBJECT: OWNSBY PARKWAY CHANGE ORDER #3

DATE: 6.18.2024

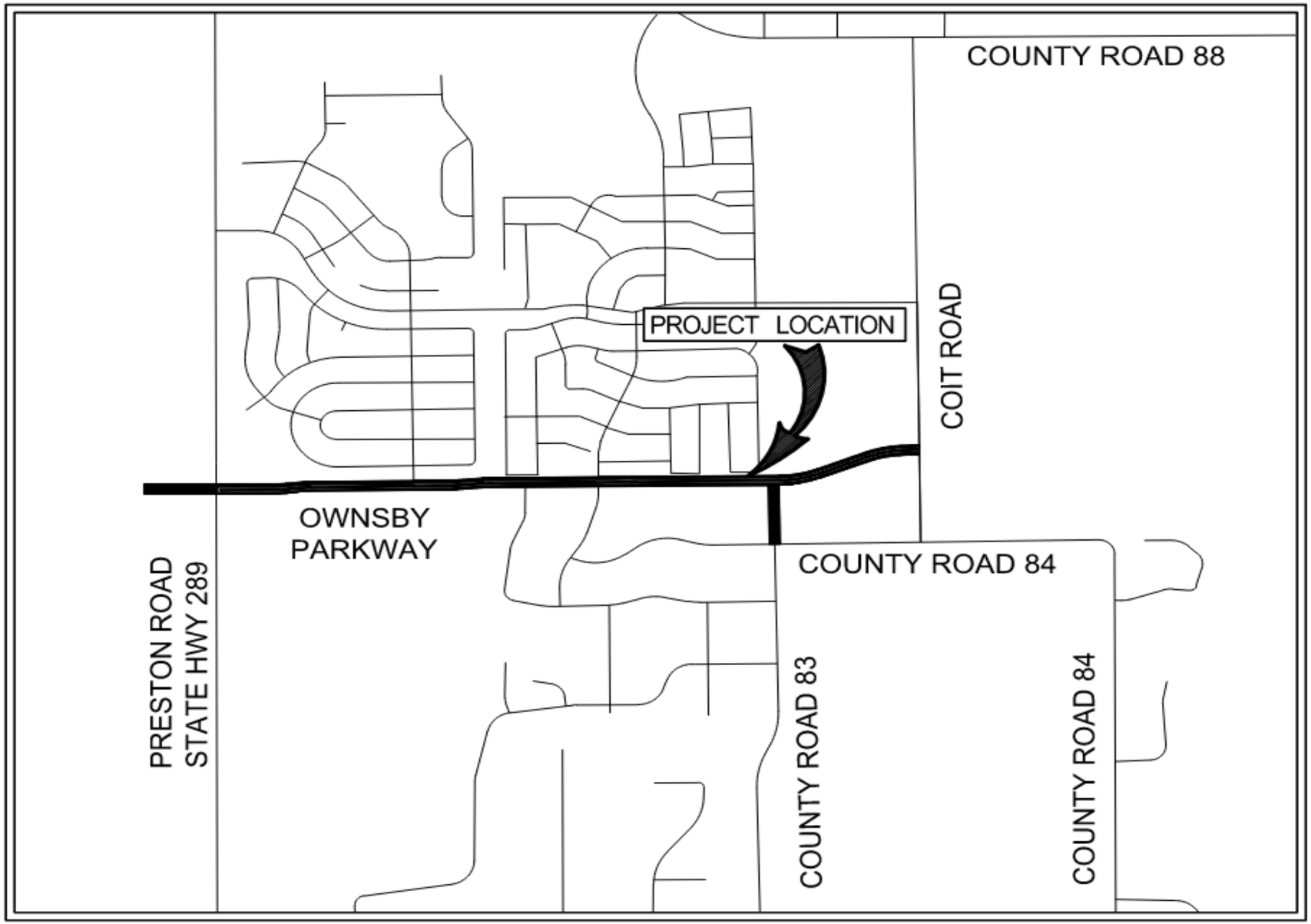
CC: KIMBERLY BRAWNER, ASSITANT CITY MANAGER PUBLIC SERVICES
CATHERIN ODURO, SENIOR CIVIL ENGINEER

This change order is for the extension of the retaining wall approximately 400 feet east of Station 126+81.74. The geotechnical report for the project indicated 4 to 13 feet of clay in the upper layer of the soil profile and limestone to be encountered 13 to 20 feet deep in the impacted area. During construction limestone was discovered shallower than anticipated in the area. As a result, grading as proposed on the plans would entail rock grading versus clay. The addition of the retaining wall will add protection to existing residential retaining walls, screening walls and fences. Trees and shrubs along the HOA area will also be saved in this vicinity.

If you have any questions, or need additional information, please feel free to contact me.

Very Respectfully,

Andy Glasgow, P.E., PMP, CFM
Attachment- Construction Plans and Geotechnical Report Extracts

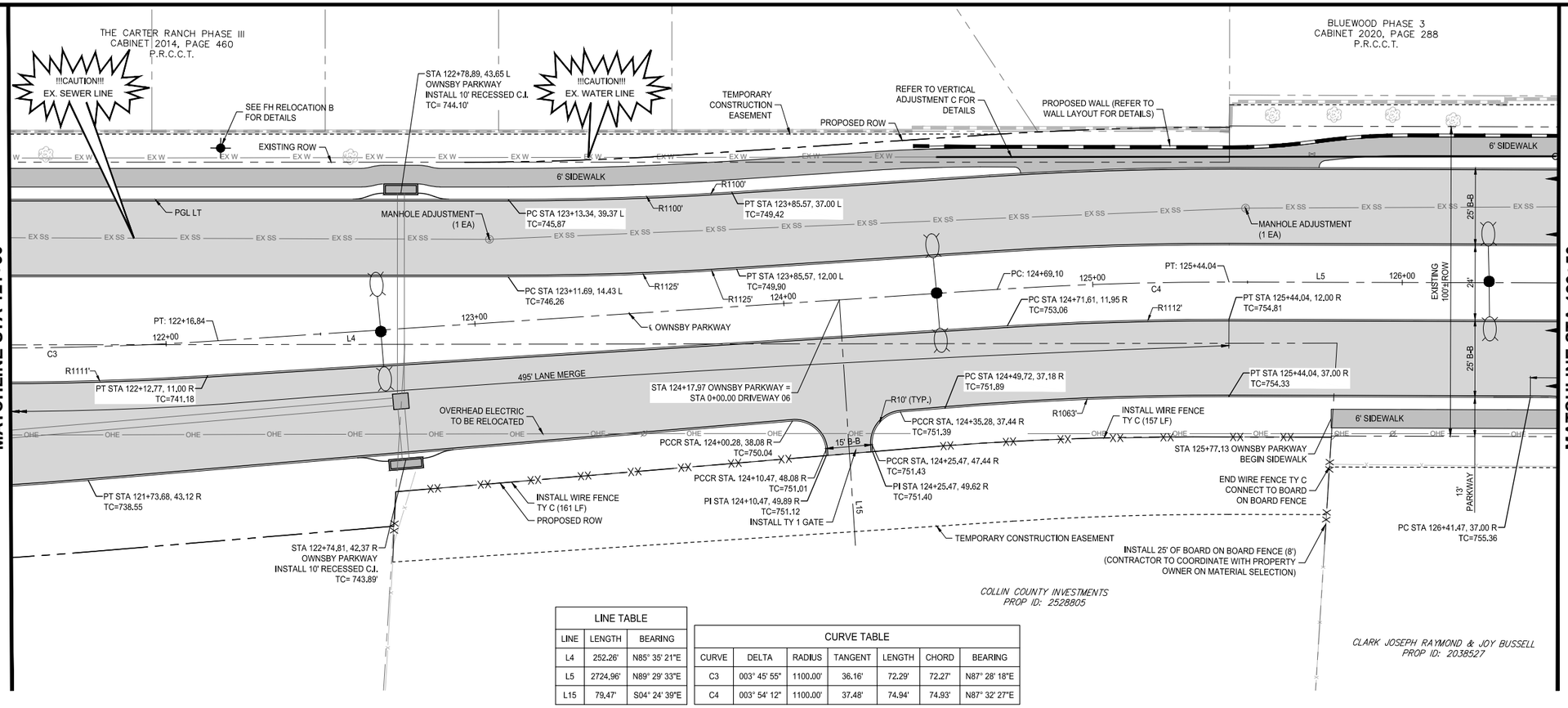


LOCATION MAP

SCALE : N.T.S.

MATCHLINE STA 121+50

MATCHLINE STA 126+50



LINE TABLE		
LINE	LENGTH	BEARING
L4	252.26'	N85° 35' 21"E
L5	2724.96'	N89° 29' 33"E
L15	79.47'	S04° 24' 39"E

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C3	003° 45' 55"	1100.00'	36.16'	72.29'	72.27'	N87° 28' 18"E
C4	003° 54' 12"	1100.00'	37.48'	74.94'	74.93'	N87° 32' 27"E

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

H: 0 20 40 SCALE IN FEET

V: 0 4 8 SCALE IN FEET

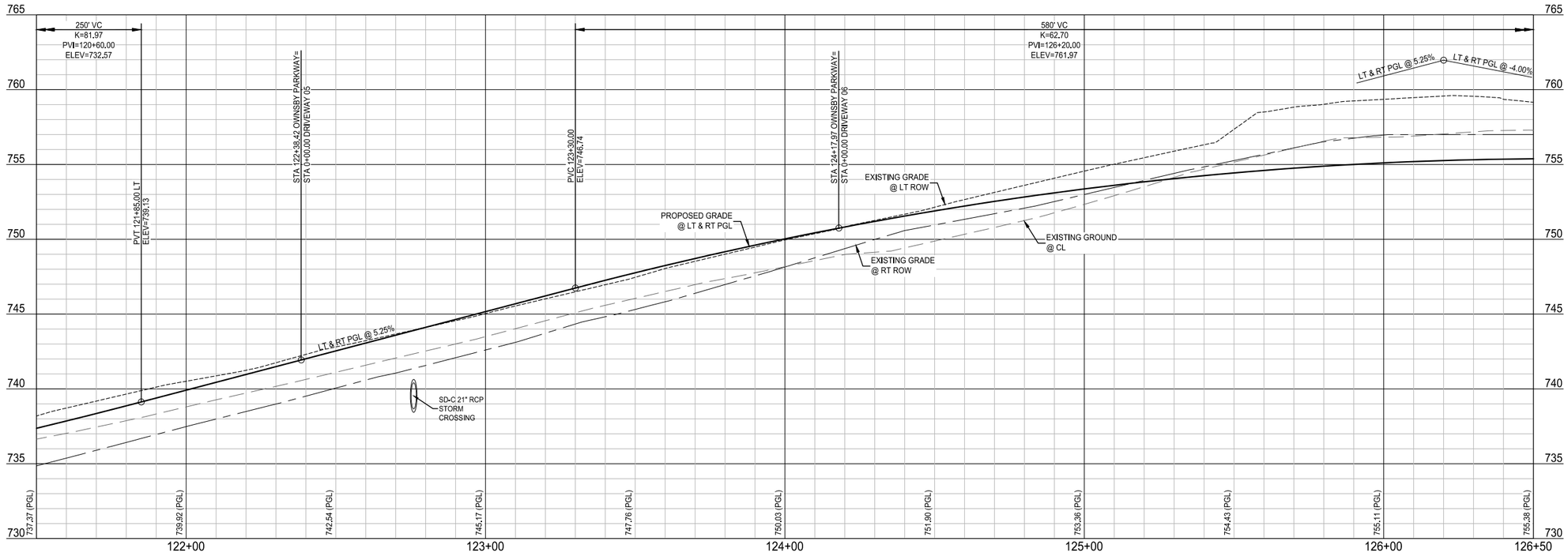
LEGEND

- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING FIBER LINE
- EXISTING SCREENING WALL
- EXISTING FENCE
- PROPOSED FENCE
- PROPOSED WATER LINE
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED STREET LIGHT

NOTES:

1. FOR TYPICAL PAVEMENT SECTIONS SEE SHEET 38.
2. REFER TO CITY OF CELINA CONSTRUCTION STANDARD DETAILS FOR CONSTRUCTION NOTES AND STANDARD DETAILS.
3. THE CITY OF CELINA DESIGN AND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
4. REFER TO LANDSCAPE PLANS FOR MEDIANS.
5. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED ON PLANS.
6. ALL ELEVATIONS REFER TO TOP OF CURB UNLESS OTHERWISE NOTED ON PLANS.
7. ALL STATION AND OFFSET CALLOUTS BASED ON CENTERLINE OF OWNSBY PARKWAY UNLESS OTHERWISE NOTED.
8. ALL EXISTING UTILITIES TO BE RAISED TO FINAL GRADE.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE MAILBOX'S IN KIND. THE COLOR AND MATERIAL OF THE PROPOSED MAILBOX SHOULD BE SIMILAR TO THE EXISTING STRUCTURE. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER PRIOR TO INSTALL.
10. REFER TO ILLUMINATION AND IRRIGATION PLANS FOR CONDUIT RUNS UNDER MEDIAN OPENINGS.

KEY MAP



STATE OF TEXAS
PAUL A. HODGES
139130
LICENSED
PROFESSIONAL ENGINEER

09/27/2023

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL A. HODGES, P.E. 139130. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

Revised
09/27/2023

NO.	DATE	REVISION
2	9/27/2023	CHANGE ORDER NO. 1
1	7/12/2023	ADDENDUM NO. 1

OWNSBY PARKWAY

PAVING PLAN & PROFILE

OWNSBY PARKWAY - STA 121+50 TO 126+50

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: IS	DATE	PROJECT #	SHEET
DESIGNED: ELQ	SEPTEMBER 2023	CEL22002	55
REVIEWER: PAH			

OWNSBY PARKWAY

Drawing: G:\JOBS\CEL22002_Ownsby\3_Design\35_Civil\01_CAD\SHEETS\CEL22002-CP-PAVING-PVP-1
Last Saved By: GSisson
Last Saved On: 9/27/2023 8:29 AM
Plot Date/Time: 9/27/2023 8:30 AM

Released for Construction 10.4.2023

Additional retaining wall

MATCHLINE STA 126+50

MATCHLINE STA 131+50

!!!CAUTION!!! EX. WATER LINE

!!!CAUTION!!! EX. SEWER LINE

BLUEWOOD PHASE 3
CABINET 2020, PAGE 288
P.R.C.C.T.

13' PARKWAY

SEE FH RELOCATION C FOR DETAILS

EXISTING ROW

6' SIDEWALK

TEMPORARY CONSTRUCTION EASEMENT

REFER TO HORIZONTAL ADJUSTMENT D FOR DETAILS

REFER TO VERTICAL ADJUSTMENT C FOR DETAILS

STA 131+00.00, 39.00 L
OWNSBY PARKWAY
INSTALL 10' RECESSED C.I.
TC= 744.72'

PGL LT

PC STA 127+96.31, 12.00 L
TC=754.37

REFER TO VERTICAL ADJUSTMENT F FOR DETAILS

LAYDOWN MEDIAN NOSE
CENTER STA 128+27.97, 0.00
3' RAD, ELEV=753.77

STA 128+65.59 OWNSBY PARKWAY =
STA 10+00.00 HERITAGE TRAIL CL

100' LEFT TURN STORAGE

MANHOLE ADJUSTMENT (1 EA)

100' LEFT TURN TAPER

PT STA 131+04.27, 12.00 L
TC=745.08

PRC STA 130+52.10, 6.50 L
TC=746.28

PT STA 129+24.04, 1.00 L
TC=750.51

R250'

PC STA 130+00.00, 0.80 L
TC=747.82

25' B-B

36' B-B

24' EXISTING 100' ROW

127+00 L5 128+00 129+00 130+00 131+00

STAMPED CONCRETE (69 SF)

R60' (TYP.)

LAYDOWN MEDIAN NOSE
CENTER STA 129+02.97, 5.50 R
3' RAD, ELEV=751.31

PT STA 129+24.04, 12.00 R
TC=750.29

STAMPED CONCRETE (54 SF)

PC STA 127+96.31, 12.00 R
TC=754.37

110' RIGHT TURN TAPER

100' STORAGE LENGTH

GATE VALVE ADJUSTMENT (2 EA)

PCCR STA. 129+09.97, 37.00 R
TC=750.37

OVERHEAD ELECTRIC TO BE RELOCATED

PGL RT

R280'

V.G.

CURB RAMP (TY7) (1EA)

HERITAGE TRAIL

R30' (TYP.)

PRC STA 126+96.69, 42.50 R
TC=755.38

PROPOSED ROW

END CURB TC=751.42

R10'

MATCH EX. STA 10+74.74, 27.67 L
TP=750.53

℄ DRIVEWAY 07

L6 0+49

L15

PCCR STA. 128+20.97
48.00 R
TC=753.52

PT STA 127+51.92, 48.00 R
TC=754.92

CURB RAMP (TY7) (1 EA)

PROPOSED ROAD EASEMENT

7' PARKWAY

TEMPORARY CONSTRUCTION EASEMENT

PCCR STA. 10+78.02, 14.50 R
TC=752.55

STA 10+79.10 HERITAGE TRAIL =
STA 0+00.00 DRIVEWAY 07

MATCH EX. STA 10+98.02, 11.82 R
TP=751.33

ASPHALT TRANSITION
(REFER TO CELINA STANDARDS
FOR PAVEMENT DETAILS)

28' B-B
0+00

L32

L16

REMOVE AND REPLACE EXISTING DRIVEWAY

MATCH EX. STA 10+87.75, 26.65 L
TP=750.14

MATCH EX. STA 10+97.99, 11.31 L
TP=750.82

!!!CAUTION!!! EX. WATER LINE

CRYSEL EDWARD & BARBARA
PROP ID: 2038540

CLARK JOSEPH RAYMOND & JOY BUSSELL
PROP ID: 2038527

EXISTING ROW

PROPOSED ROW

13' PARKWAY

SEE ALTERNATE BID 6 ON SHEET 252 FOR FENCE DETAILS

STA 131+00.00, 39.00 R
OWNSBY PARKWAY
INSTALL 10' RECESSED C.I.
TC= 744.72'

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L5	2724.96'	N89° 29' 33"E
L16	172.70'	S00° 24' 56"E

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

N

H: 0 20 40 SCALE IN FEET

V: 0 4 8 SCALE IN FEET

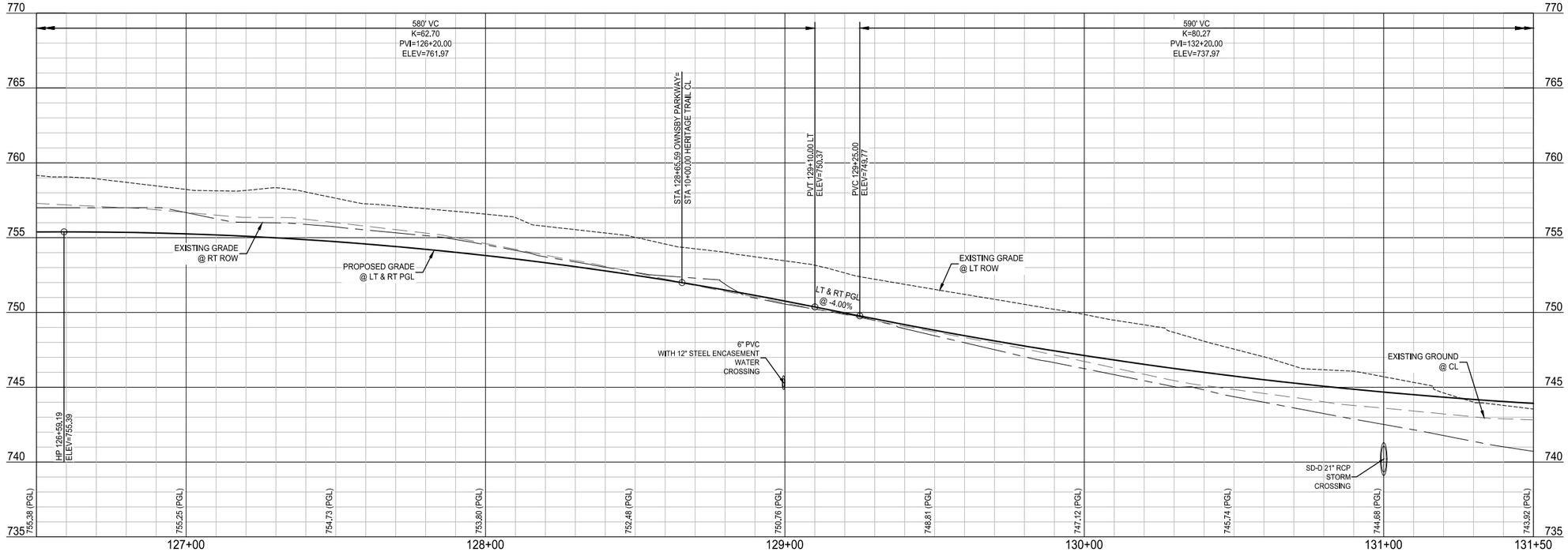
LEGEND

- Gx — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- EX SS — EXISTING SEWER LINE
- EX W — EXISTING WATER LINE
- FO — EXISTING FIBER LINE
- EXISTING SCREENING WALL
- X — EXISTING FENCE
- XX — PROPOSED FENCE
- PROPOSED WATER LINE
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED STREET LIGHT

NOTES:

1. FOR TYPICAL PAVEMENT SECTIONS SEE SHEET 38.
2. REFER TO CITY OF CELINA CONSTRUCTION STANDARD DETAILS FOR CONSTRUCTION NOTES AND STANDARD DETAILS.
3. THE CITY OF CELINA DESIGN AND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
4. REFER TO LANDSCAPE PLANS FOR MEDIANS.
5. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED ON PLANS.
6. ALL ELEVATIONS REFER TO TOP OF CURB UNLESS OTHERWISE NOTED ON PLANS.
7. ALL STATION AND OFFSET CALLOUTS BASED ON CENTERLINE OF OWNSBY PARKWAY UNLESS OTHERWISE NOTED.
8. ALL EXISTING UTILITIES TO BE RAISED TO FINAL GRADE.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE MAILBOX'S IN KIND. THE COLOR AND MATERIAL OF THE PROPOSED MAILBOX SHOULD BE SIMILAR TO THE EXISTING STRUCTURE. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER PRIOR TO INSTALL.
10. REFER TO ILLUMINATION AND IRRIGATION PLANS FOR CONDUIT RUNS UNDER MEDIAN OPENINGS.

KEY MAP



PAUL A. HODGES
139130
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

09/27/2023

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL A. HODGES, P.E. 139130. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

Revised
09/27/2023

NO.	DATE	REVISION
1	9/27/2023	CHANGE ORDER NO. 1

OWNSBY PARKWAY

PAVING PLAN & PROFILE

OWNSBY PARKWAY - STA 126+50 TO 131+50

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: IS	DATE	PROJECT #	SHEET
DESIGNED: ELQ	SEPTEMBER 2023	CEL22002	56
REVIEWER: PAH			

OWNSBY PARKWAY

Released for Construction 10.4.2023

Drawing: G:\JOBS\CEL22002_Ownsby\1_Design\05_Civil\01_CAD\SHEETS\CEL22002-CA-PAVING.dwg
Last Saved By: GSisson
Last Saved On: 9/27/2023 8:51 AM
Plot Date/Time: 9/27/2023 8:51 AM

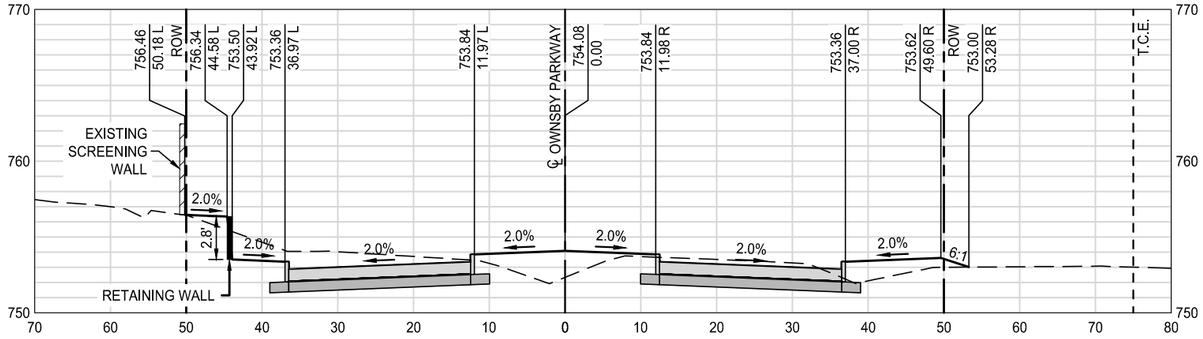
NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

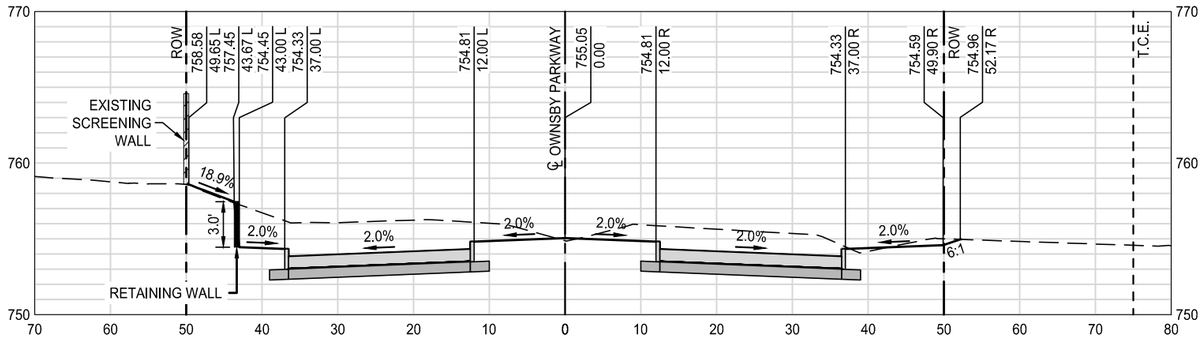
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

FINAL PLANS

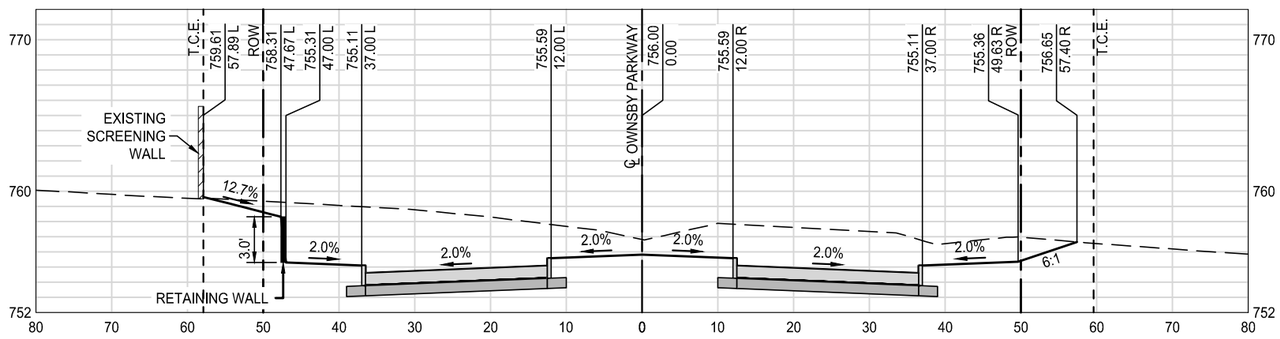
125+00.00



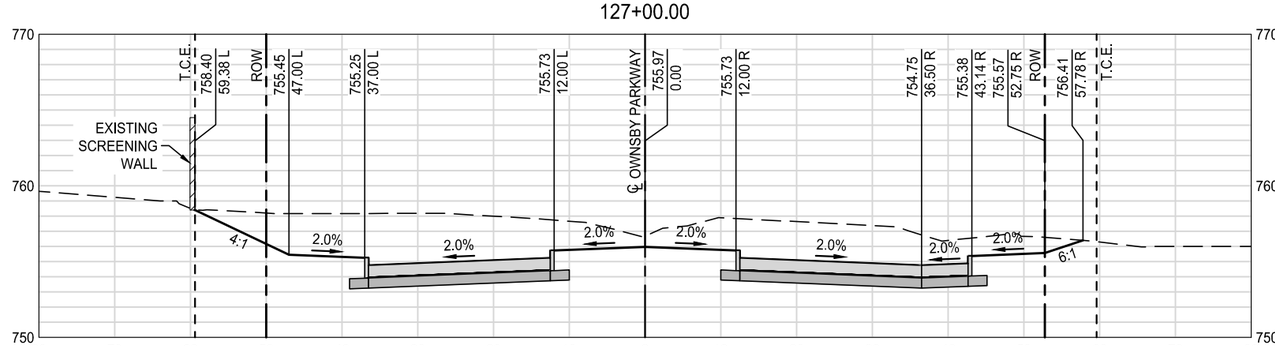
125+44.04



126+00.00



127+00.00



H: 0' 10' 20' SCALE IN FEET

V: 0' 5' 10' SCALE IN FEET

NOTES:
1. REFER TO PAVING PLAN & PROFILE SHEETS FOR DRIVEWAY LOCATIONS.

STATE OF TEXAS
PAUL A. HODGES
139130
LICENSED
PROFESSIONAL ENGINEER

09/26/2023
PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

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Revised
09/26/2023

NO.	DATE	REVISION
1	9/27/2023	CHANGE ORDER NO. 1

OWNSBY PARKWAY

CROSS SECTIONS
STA 125+00 TO 127+00

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: IS	DATE	PROJECT #	SHEET
DESIGNED: ELQ	SEPTEMBER 2023	CEL22002	240
REVIEWER: PAH			

OWNSBY PARKWAY

Drawing: G:\JOB\CEL22002_Ownsby\3_Design\35_Civil\35_CAD\SHEETS\CEL22002-C-SECTIONS
Last Saved by: Gdawson
Last Saved: 9/27/2023 7:59 AM
Plot Date/Time: 9/27/2023 11:25 AM

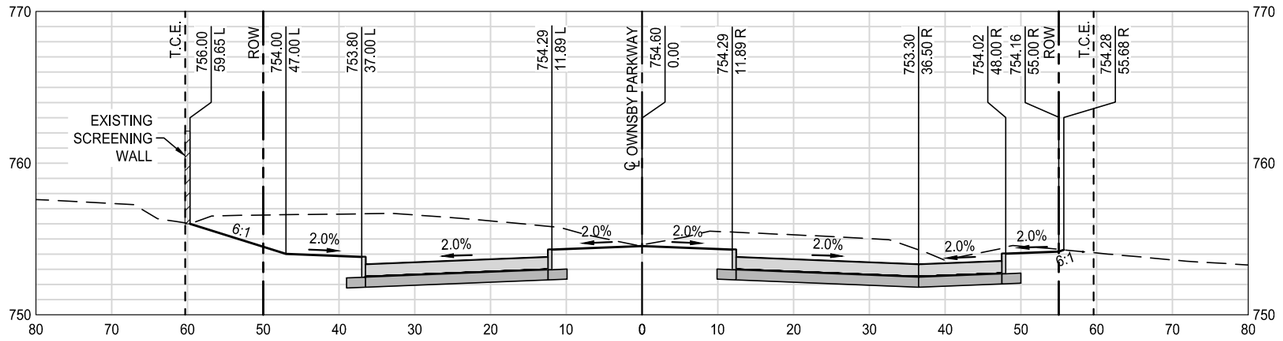
Released for Construction 10.4.2023

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

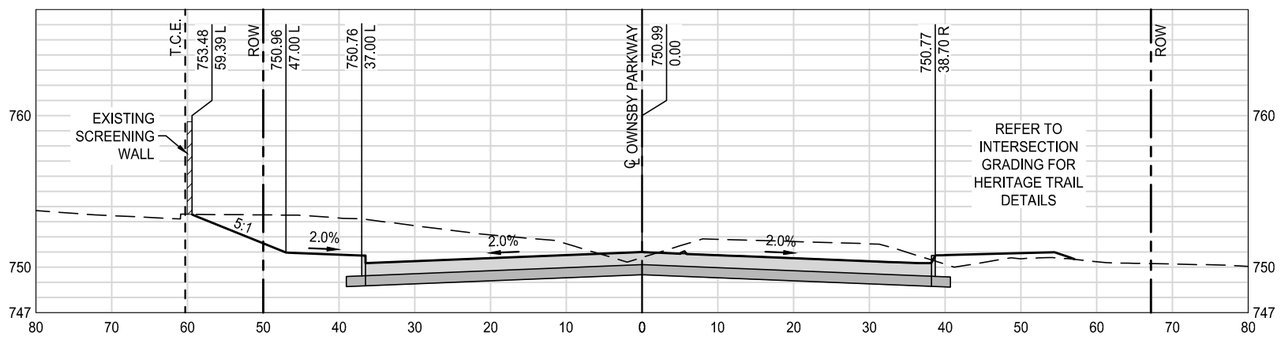
TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

128+00.00



129+00.00



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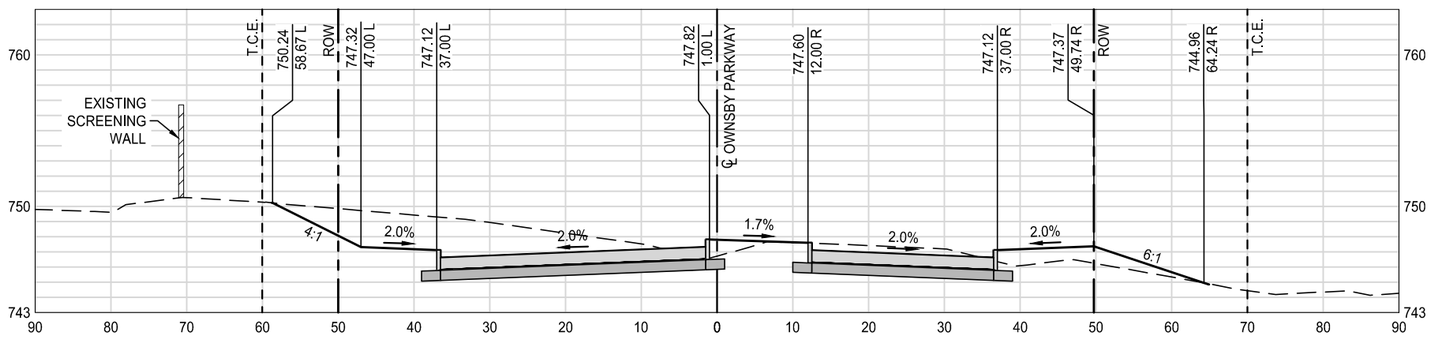
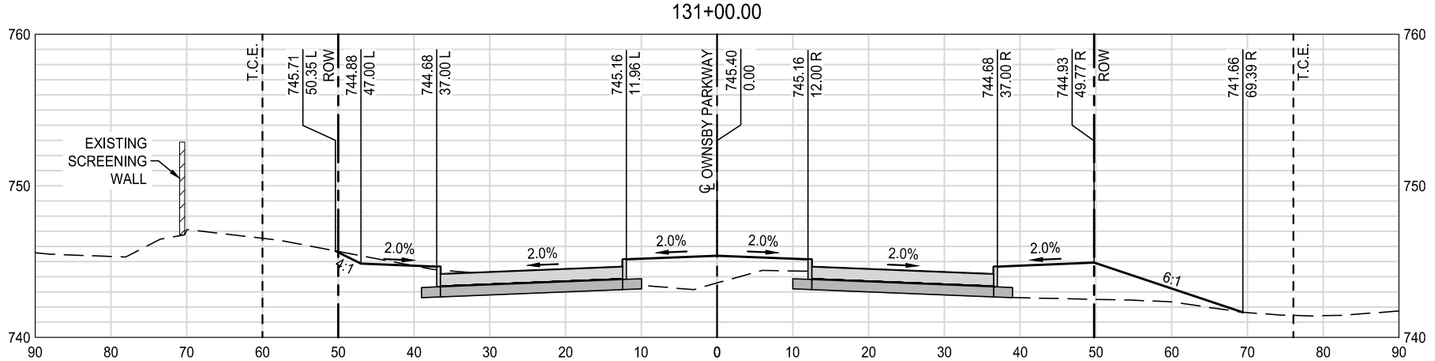
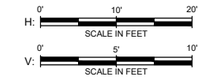


131+00.00





NOTES:
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Revised
09/26/2023

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OWNSBY PARKWAY

CROSS SECTIONS
STA 128+00 TO 131+00

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: IS	DATE	PROJECT #	SHEET
DESIGNED: ELQ	SEPTEMBER 2023	CEL22002	241
REVIEWER: PAH			

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Last Saved by: GGleason
Last Plotted: 9/27/2023 11:09 AM
Plot Date/Time: 9/22/2023 11:24 AM

Released for Construction 10.4.2023

GEOTECHNICAL EXPLORATION

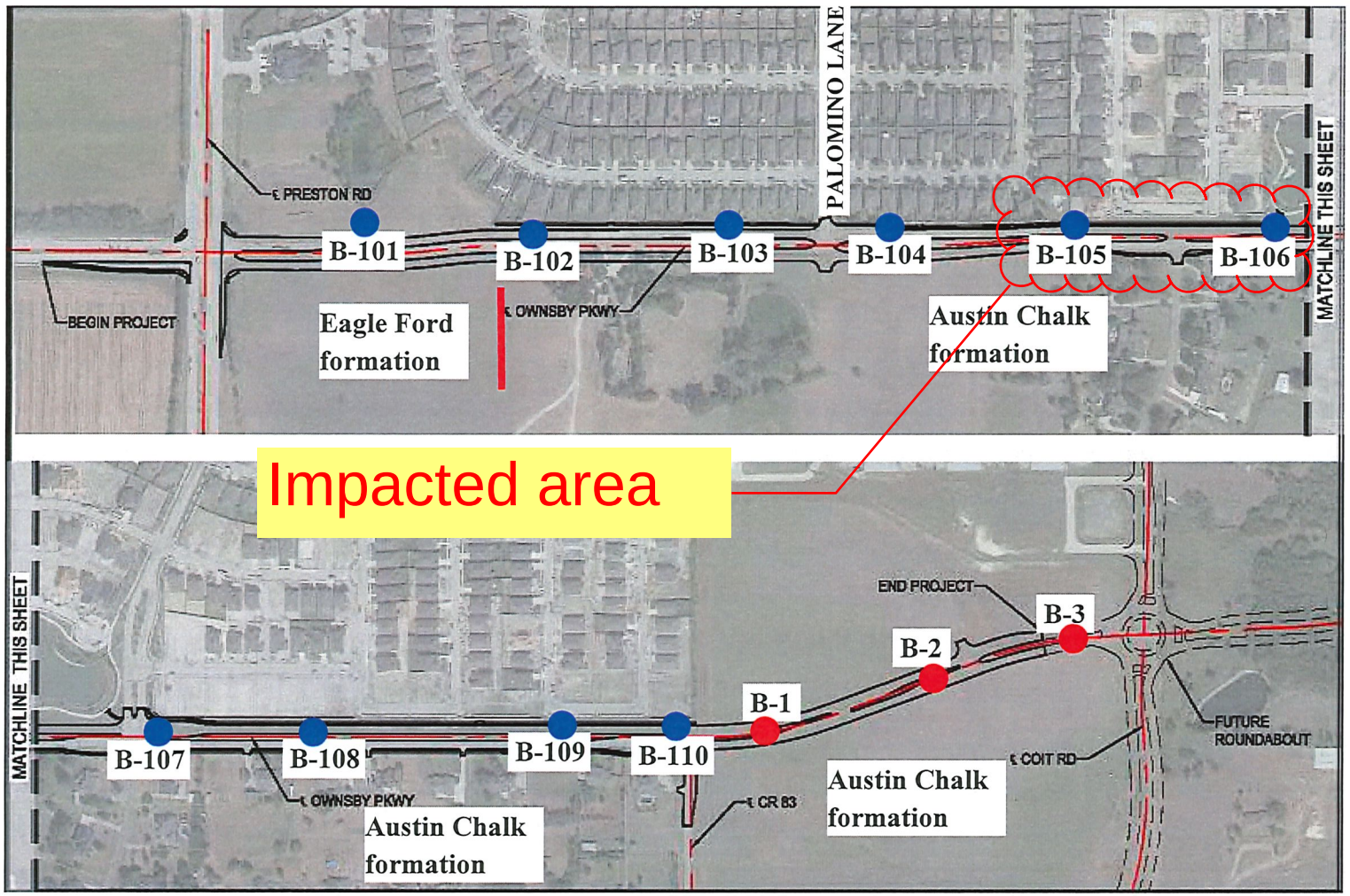
OWNSBY PARKWAY (6,600 LINEAR FEET)
From Preston Road to Coit Road
Celina, Texas
ALPHA Report No. G221453
September 13, 2022

Prepared for:

PELOTON LAND SOLUTIONS
11000 Frisco Street, Suite 400
Frisco, Texas 75033
Attention: Mr. Paul Hodges, P.E.

Prepared By:

ALPHA TESTING
WHERE IT ALL BEGINS



● Approximate Boring Locations ● Borings from ALPHA Report No. G202009

Geotechnical Exploration
Ownsby Parkway (6,600 Linear Feet)
From Preston Road to Coit Road
Celina, Texas
ALPHA Report No. G221453

ALPHA TESTING
WHERE IT ALL BEGINS

Boring Location Plan
Figure 1

ALPHA TESTING
WHERE IT ALL BEGINS

2209 Wisconsin St.
Dallas, Texas 75229
Phone: 972-620-8911
Fax: 972-620-1302
www.alphatesting.com

BORING NO.: 105
Sheet 1 of 1

PROJECT NO.: G221453

Client: Peloton Land Solutions - Frisco
Project: Ownsby Parkway (5,100 LF)
Start Date: 7/13/2022 **End Date:** 7/13/2022
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Celina, Texas
Surface Elevation:
West:
North:
Hammer Drop (lbs / in): 170 / 24

GROUND WATER OBSERVATIONS
▽ On Rods (ft): NONE
▼ After Drilling (ft): DRY
▽▼ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		Brown and Tan CLAY with concrete fragments - FILL				4.5+				13				
						4.5+		31		16	38	18	20	0.0
		4.0												
5		Gray SHALY LIMESTONE			100/ 2.25"									
10					100/ 1.25"									
15					100/ 1"									
20		20.0			100/ 1.25"									
		TEST BORING TERMINATED AT 20 FT												

ALPHA TESTING
WHERE IT ALL BEGINS

2209 Wisconsin St.
Dallas, Texas 75229
Phone: 972-620-8911
Fax: 972-620-1302
www.alphatesting.com

BORING NO.: 106 Sheet 1 of 1

PROJECT NO.: G221453

Client: Peloton Land Solutions - Frisco
Project: Ownsby Parkway (5,100 LF)
Start Date: 7/12/2022 **End Date:** 7/12/2022
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Celina, Texas
Surface Elevation:
West:
North:
Hammer Drop (lbs / in): 170 / 24

GROUND WATER OBSERVATIONS
▽ On Rods (ft): 6
▼ After Drilling (ft): DRY
▽ After ____ Hours (ft):

Depth, feet	Graphic Log	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		Dark Brown CLAY with limestone fragments				4.5+				19				
		2.0												
		Brown CLAY with calcareous nodules				3.5				26				0.9
		4.0												
5		Tan CLAY with many calcareous nodules				2.5				25				0.0
		▽				4.0				19				
10						3.0		78		23	54	20	34	0.3
		13.0												
		Gray SHALY LIMESTONE			100/ 2.25"									
15														
20		20.0			100/ 1.25"									
		TEST BORING TERMINATED AT 20 FT												

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	July 9, 2024
Re:	Construction Material Aggregates

Action Requested:
Consider and act to purchase Construction Material Aggregates for the Public Works Department from CJA Enterprise LLP through a interlocal agreement with City of Denton for an amount not to exceed $79,900.00.

Background Information:
Staff is requesting the purchase of construction materials through an existing interlocal agreement with the City of Denton for roadway materials. This purchase will be made under the City of Denton's bid for construction materials, contract #22 23_20230911_0001. The City will acquire flex-base, sand, topsoil, and other aggregates listed in the bid from CJA Enterprises LLP, with the total cost not to exceed $79,900.00.
Details:

- **Vendor:** CJA Enterprises LLP
- **Contract:** City of Denton bid for construction materials, contract #22 23_20230911_0001
- **Materials:** Flex-base, sand, topsoil, and other aggregates
- **Total Cost:** Not to exceed $79,900.00
- **Purpose:** These materials will be used for projects by various departments within Public Works.

Recommendation:
Staff recommends the approval of this purchase from CJA Enterprises LLP through the interlocal agreement with the City of Denton. The materials are essential for the ongoing and upcoming projects in the Public Works Department.

Legal Review:
N/A

Supporting Documents:
1. Denton contract 22 23_20230911_0001
2. CONSTRUCTION MATERIAL CONTRACT -CJA -DENTON ILA

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 Recommeds Approval

DocuSign Envelope ID: 00D8931C-EC32-4AF8-9B82-C96E525EAE35

7841 - Supply of Construction Materials - CJA Pricing Log

CJA Enterprises

Line #	Description	QTY	UOM	Unit	Amendment #1 Price Increase	Amendment #2 Price Increase
1	**SECTION A- BULK UTILITY PRODUCTS SUPPLY OF SOIL, SAND, LIME**					
2	Top Soil Screened	7525	Cu. Yd	$21.56		
2a	Top Soil Screened (Per Ton UOM Price)	9406.25	tons	$17.25	**$19.35**	**$21.35**
3	Field Sand - Backfill	1500	Cu. Yd	$12.81		
3a	Field Sand - Backfill (Per Ton UOM Price)	1875	tons	$10.25	**$12.35**	**$12.85**
4	Screened Sand	16000	Cu. Yd	$12.81		
4a	Screened Sand (Per Ton UOM Price)	20000	tons	$10.25	**$12.35**	**$12.85**
5	Pit Sand (Concrete)	1000	Tons	$23.50	**$26.15**	**$31.15**
6	Manufactured Sand for Concrete Mixture	2800	Tons	$17.45	**$20.60**	**$22.60**
7	Concrete Aggregate Class A, 1" - #4 Rock (Rewashed & Screened)	1000	Tons	$18.95	**$22.10**	**$27.10**
8	Concrete Aggregate 3/8" Down Rock	500	Tons	$17.95	**$21.10**	**$26.60**
9	1-3/4" + Down Flexible Base	1250	Tons	$16.70	**$19.85**	**$23.10**
10	1-1/2" + Down Flexible Base	5500	Tons	$16.45	**$19.60**	**$22.10**
11	5/8" + Down Flexible Base	5500	Tons	$16.70	**$19.85**	**$23.10**
12	Type A, Grade 1 Flexible Base	3000	Tons	$16.70	**$19.85**	**$23.10**
13	Crushed Stone #6-20 (for ice and snow control of city streets)	1500	Tons	$17.45	**$20.60**	**$22.60**
14	Limestone Screening	400	Tons	$16.95	**$20.10**	**$22.10**
15	1 1/2" Rock, Limestone (Washed & Screened)	200	Tons	$18.95	**$22.10**	**$27.10**
16	4" - 7 1/2" Gabion Limestone	100	Tons	$24.75	**$28.90**	**$33.90**
17	3/4" Rock, Limestone Utility Stone (Not Washed)	520	Tons	$18.95	**$22.10**	**$27.10**
18	8-12" Rip Rap Limestone	420	Tons	$30.00	**$34.20**	**$42.95**
19	12-18" Rip Rap Limestone	400	Tons	$30.00	**$34.20**	**$43.80**
20	24" Rip Rap Limestone	100	Tons	$45.50	**$51.00**	**$52.00**
21	30" Rip Rap Limestone	100	Tons	$45.50	**$51.00**	**$58.00**
22	36" Rip Rap Limestone	100	Tons	$48.00	**$53.40**	**not avail**
23	Pea Gravel (Unwashed)	100	Tons	$18.50	**$22.65**	**$24.15**
24	Pea Gravel (Washed)	1300	Tons	$18.50	**$22.65**	**$24.15**
25	Select Fill	15250	Cu. Yd.	$12.56	**$14.50**	**$16.00**
26	R.A.P. (Asphalt Millings)	5000	Cu. Yd.	$22.81		

26a	R.A.P. (Asphalt Millings) (Per Ton UOM Price)	6250	tons	$18.25	**$20.15**	**$21.15**
27	Decomposed Granite	300	Tons	$23.50	**$29.50**	**$29.50**
28	4-8" Colorado River Rock	80	Tons	$165.00	**$200.00**	**$200.00**
28a	There will be a fuel surcharge per load if no load available going north to pick up the rock		Per Load	$400.00		**$400.00**
29	3-5" Bull Rock	25	Tons	$93.00	**$125.00**	**$125.00**
	NEW LINE ITEMS					
30	ice sand special blend (priced for streets)		Tons		**$30.00**	**$30.00**
31	1/2 belt run (priced for warehouse)		Tons		**$39.70**	**not avail**

Construction Material Purchase Through ILA with Denton

Andrew Figueroa
July 09, 2024

AGENDA OVERVIEW

- Authorize the purchase of construction material through an existing interlocal agreement with the City of Denton for roadway and utility aggregates.
    - Contract Number : 22 23 20230911 0001
    - Vendor: CJA Enterprises
- YTD Spending : $43,640.06 (P.O. 24-00005608)
- Total Cost: $79,900.00
- 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.

CONTRACT PRICE SUMMARY

Line#	Description	QTY	UOM	Unit
1	SECTION A- BULK UTILITY PRODUCTS SUPPLY OF SOIL, SAND, LIME			
2	Top Soil Screened	7,525	Cu. Yd	$ 21.56
2a	Top Soil Screened (Per Ton UOM Price)	9,406	Tons	$ 21.35
3	Field Sand - Backfill	1,500	Cu. Yd	$ 12.81
3a	Field Sand - Backfill (Per Ton UOM Price)	1,875	Tons	$ 12.85
4	Screened Sand	16,000	Cu. Yd	$ 12.81
4a	Screened Sand (Per Ton UOM Price)	20,000	Tons	$ 12.85
5	Pit Sand (Concrete)	1,000	Tons	$ 31.15
6	Manufactured Sand for Concrete Mixture	2,800	Tons	$ 22.60
7	Concrete Aggregate Class A, 1" - #4 Rock (Rewashed &	1,000	Tons	$ 27.10
8	Concrete Aggregate 3/8" Down Rock	500	Tons	$ 26.60
9	1-3/4" + Down Flexible Base	1,250	Tons	$ 23.10
10	1-1/2" + Down Flexible Base	5,500	Tons	$ 22.10
11	5/8" + Down Flexible Base	5,500	Tons	$ 23.10
12	Type A Grade I Flexible Base	3,000	Tons	$ 23.10
13	Crushed Stone #6-20 (for ice and snow control of city	1,500	Tons	$ 22.60
14	Limestone Screening	400	Tons	$ 22.10
15	I l/2" Rock, Limestone (Washed & Screened)	200	Tons	$ 27.10
16	4" - 7 1/2" Gabion Limestone	100	Tons	$ 33.90
17	3/4" Rock, Limestone Utility Stone (Not Washed)	520	Tons	$ 27.10
18	8-12" Rip Rap Limestone	420	Tons	$ 42.95
19	12-18" Rip Rap Limestone	400	Tons	$ 43.80
20	24" Rip Rap Limestone	100	Tons	$ 52.00
21	30" Rip Rap Limestone	100	Tons	$ 58.00
22	36" Rip Rap Lime:ttone	100	Tons	not avail
23	Pea Gravel (Unwashed)	100	Tons	$ 24.15
24	Pea Gravel (Washed)	1,300	Tons	$ 24.15
25	Select Fill	15,250	Cu. Yd.	$ 16.00
26	R.A.P. (Asphalt Millings)	5,000	Cu. Yd.	$ 22.81
26a	R.A.P. (Asphalt Millings) (Per Ton UOM Price)	6,250	Tons	$ 21.15
27	Decomposed Granite	300	Tons	$ 29.50
28	4-8" Colorado River Rock	80	Tons	$ 200.00
28a	There will be a fuel surcharge per load ifno load available going north		Per Load	$ 400.00
29	3-5" Bull Rock	25	Tons	$ 125.00
30	ice sand special blend (price for streets)		Tons	$ 30.00
31	1/2 belt run (priced for warehouse)		Tons	

QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	July 9, 2024
Re:	2024 Water Meters and Parts

Action Requested:
Consider and act to authorize an additional $200,000.00 purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,251,800.00. (Figueroa)

Background Information:
On October 10, 2023, the City Council approved an allocation of $1,051,800.00 for the purchase of Sensus water meters. These meters, standardized across our water system since September 17, 2013, are critical for the maintenance and expansion of our city's water infrastructure. The guaranteed pricing from the vendor is valid from October 1, 2023, to September 30, 2024.

Due to rapid city growth and the increased need for water meters and accessories, we find it necessary to amend the original expenditure. The existing allocation will not suffice to cover the remaining demands for the fiscal year. We propose an increase of $200,000.00, adjusting the total expenditure to $1,251,800.00. Approving this amendment will allow us to meet the growing needs of our city and maintain the high standards of our water infrastructure. We appreciate your consideration and support in this matter.

Justification

1. **Sole Source Provider:** Sensus meters are the sole option compatible with our current meter reading software and are exclusively available through one vendor.
2. **Infrastructure Necessity:** These meters are essential for both new residential and commercial buildings and for replacing outdated meters. Ensuring an adequate supply supports the city's commitment to providing reliable water services.

3. **Responsibility and Management:** The Water Division of Public Works will oversee the procurement and management of these meters, ensuring the process aligns with city policies and requirements. This approval will enable the Water Division to continue providing necessary services and infrastructure improvements without disruption.
4. **Current Expenditures:** The Public Works meter division has spent $1,014,346.15 year to date.

Legal Review:
N/A

Supporting Documents:
1. Aqua Metric Meter Pricing FY24-1
2. Aqua Metric Meter Pricing FY24
3. Water Meter Purchase

Financial Consideration:
Funding is available in the current budget. Expenditure will not exceed funds appropriated. Funds will be committed to the issuance of a change order to the existing purchase order # 24-00005531.

Staff Recommendation:
Staff Recommends Approval.

Aqua Metric

Sales Quote

September 21, 2023

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for: City of Celina
Attention: Andrew Figueroa
Address: 142 N. Ohio St
City, State, ZIP: Celina, TX 75009
Phone: 972-382-3176
Email: AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	1.5" OMNI T2 METER TRPL	$882.63
	2" OMNI T2 METER TRPL	$1,046.93
	3" OMNI T2 METER TRPL	$1,304.65
	4" OMNI T2 METER TRPL	$2,539.87
	6" OMNI T2 METER TRPL	$4,572.62
	8" OMNI T2 METER TRPL	$7,760.02
	10" OMNI T2 METER TRPL	$10,117.50
	4" OMNI C2 METER TRPL	$3,273.96
	6" OMNI C2 METER TRPL	$5,655.00
	8" OMNI C2 METER TRPL	$9,135.23
	10" OMNI C2 METER TRPL	$11,787.38
	4" OMNI F2 METER TRPL	$7,268.33
	6" OMNI F2 METER TRPL	$9,673.51
	8" OMNI F2 METER TRPL	$15,351.51
	10" OMNI F2 METER TRPL	$20,715.56
	3" OMNI H2 METER TRPL W/TRPL CABLE AND COUPLINGS	$1,717.29
	SRII REGISTER TRPL	$72.17
	OMNI R2/T2/C2 REGISTER TRPL	$379.53
	MXU PART - PIT LID HOUSING #85B	$29.52
	MXU PART - TRPL ADAPTER #85C	$0.69
	MXU PART - BOOT #85D	$5.25
	MXU PART - PIT LOCKING NUT #85E	$6.41
	MXU PART - BOOT LOCKING CLIP #85F	$2.91
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$2.17
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$41.73
	TRPL CABLE 6'	$17.09
	IPERL CABLE 6'	$21.40

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid for 30 days. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.

Proprietary and Confidential

Aqua Metric

Sales Quote

September 21, 2023

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for: City of Celina
Attention: Andrew Figueroa
Address: 142 N. Ohio St
City, State, ZIP: Celina, TX 75009
Phone: 972-382-3176
Email: AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	$151.03
	3/4"S SRII METER TRPL	$192.84
	1" SRII METER TRPL	$246.51
	1.5" OMNI R2 METER TRPL	$534.22
	2" OMNI R2 METER TRPL	$794.53
	1.5" OMNI C2 METER TRPL	$1,289.74
	2" OMNI C2 METER TRPL	$1,488.16
	3" OMNI C2 METER TRPL	$1,885.01
	MXU 520M SINGLE PORT	$147.69
	MXU 520M DUAL PORT	$170.77

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid until 09/30/2024. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
3. Freight allowed on complete single orders exceeding $20,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are not included.
7. All meters quoted less touch-pad/housings.

Water Meter and Accessories

Andrew Figueroa
July 09, 2024

AGENDA OVERVIEW

- Authorize the purchase of an additional $200,000.00 purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,251,800.00.
    - YTD Spending : $1,014,346.15 (P.O. 24-00005531)
    - YTD Meter Sets : 1531
- 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.
- The amendment will allow us to meet the growing needs of our city and ensure we have adequate inventory.

PRICE SUMMARY

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	$151.03
	3/4"S SRII METER TRPL	$192.84
	1" SRII METER TRPL	$246.51
	1.5" OMNI R2 METER TRPL	$534.22
	2" OMNI R2 METER TRPL	$794.53
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	SRII REGISTER TRPL	$72.17
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	MXU PART - PIT LID HOUSING #85B	$29.52
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	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$2.17
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$41.73
	TRPL CABLE 6'	$17.09
	IPERL CABLE 6'	$21.40

QUESTIONS?

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	July 9, 2024
Re:	Permitting Processes Assessment, RFP 2024-107

Action Requested:
Consider and act to authorize the City Manager to execute an agreement with Baker Tilly US for the assessment of Development Services Processes in the amount of $79,900.00. (Brawner)

Background Information:
The U.S. Census Bureau recently identified the City of Celina as the fastest growing city in the country. As such, the City has been working at a highly accelerated pace pertaining to the review and approval of private development projects. Ensuring an understandable and efficient development review process is vital to ensure the City is providing the best development review services possible. As staff is focused primarily on the day-to-day tasks associated with its high workload, it can be challenging to conduct a comprehensive review of the City's current development process to ensure efficient processes and appropriate resources are in place. Accordingly, the staff recommends entering a contract with Baker Tilley Advisory Group (Baker Tilley) to conduct a comprehensive review of the City's development review process.

Baker Tilley has extensive experience helping local governments optimize their development review and permitting processes. Baker Tilley has conducted similar development process reviews for municipalities across the country, including the City of Cleveland, OH, the City of Novato, CA, the City of Sandy Springs, GA, and the City of Missouri City, TX. Baker Tilley will complete the following tasks as part of its review and analysis:

Analyze Department Structure, Staffing, Operations, and Professional Development

- Conduct interviews with City leadership, Development Services, and other city staff
- Review and analyze operations, staffing levels, and workloads

- Meet with frontline staff to document current state processes and prepare maps
- Review draft process maps with Celina staff and revise
- Review professional development plans and assess skills

- Analyze Policies, Procedures, and Use of Technology
    - Review current policies, procedures, and business practices
    - Assess the use of technology in Development Services and other City departments
    - Assess compliance with Development Services regulations
    - Summarize results

- Engage Stakeholders and Assess Customer Service
    - Analyze internal communications of Development Services
    - Analyze external communications and customer service
    - Design, deploy, and analyze applicant survey
    - Analyze City website
    - Summarize results

- Prepare final report

Based on its review and analysis, Baker Tilley will provide recommendations to ensure the City's development review and permitting process is as efficient as possible and that the City is providing the necessary resources to meet the demands of the continuing high growth. The project is expected to take approximately 6 months with a final report presented to the council in February 2025.

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

Supporting Documents:
1. Agreement - Permitting Process Assessment with Exhibits partially signed
2. Agenda Recap
3. ScoringDetail - Permiting Process Assessment
4. Tab Sheet

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 of the proposed contract.

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 (City), and **Baker Tilly Advisory Group, LP** (Provide) for **Permitting Process Assessment (RFP 2024-107**, (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 to complete an assessment of the City's permitting process, and the Provider agrees to provide services for the following Project: **Permitting Process Assessment** (Services) in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A.** 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 will commence immediately upon receipt of written authorization.

4. **CONTRACT PERIOD.** The contract period for this Agreement is four months, beginning August 1, 2024, and ending January 31, 2025.

5. **COMPENSATION.** The Provider'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, and payment will be 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 B.**

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit B. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or **emailed to accountspayable@celina.gov, Attn: Administration**.

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 the 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 THE 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 regular 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, 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 are not 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 notices in conspicuous places, accessible to employees and applicants for employment, 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 the 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 the Provider's employees damage City property and/or equipment, a full report of the facts, the 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, 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 ensure 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. **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	**Baker Tilly Advisory Group, LP**
Attn: Contracts	Attn: Carol Jacobs, Managing Director
142 N. Ohio	18500 Von Karman Ave. 105th Floor
Celina, TX 75009	Irvine, CA 92612
contracts@celina-tx.gov	Carol.Jacobs@bakertilly.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.

24. **ENTIRE CONTRACT.** This Agreement, together with Exhibits A, B, C and D and any other exhibit attached hereto, contains the entire contract between the City and the Provider. 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 both Parties. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

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. The 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	**PROVIDER**
	Carol Jacobs Carol Jacobs (Jun 27, 2024 12:36 PDT)
Robert Ranc, City Manager	Carol Jacobs, Managing Director
Date	Jun 27, 2024 Date

Attachments:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Insurance Requirements
Exhibit D – Supplier Response

		Director McCray	Director Zelinka	Manager Vaughn	Special Advisor Vivanco	Special Advisor Costello	Special Advisor Schenck	Senior Consultant Bertholf	Peer Review Staff	Production Staff
Activity 1:										
➔	**Start Project**									
1.1	Internal team meeting and prepare for project kick off	1	1	2	1		1	2		
1.2	Conduct kick off meeting	1	1	1	1		1	1		
1.3	Finalize work plan		1	1	1					
	Subtotal	2	3	4	3	0	2	3	0	0
Activity 2:										
➔	**Analyze Department Structure, Staffing, Operations and Professional Development**									
2.1	Conduct interviews with City leadership, Development Services, other city staff	2	2	4		2	2			
2.2	Review and analyze operations, staffing levels and workloads		1	4	4	2	2	6		
2.3	Meet with frontline staff to document current state processes and prepare maps		8	1	3			16		
2.4	Review draft process maps with Celina staff and revise	1	1	1				4		
2.5	Review professional development plans and assess skills				3	2		3		
2.6	Summarize results	2	1	10	4	6	4	15		
2.7	Project management	1		2						
2.8	Site Visit		4	8				8		
	Subtotal	6	17	30	14	12	8	52	0	0
Activity 3:										
➔	**Analyze Polices, Procedures and Use of Technology**									
3.1	Review current policies, procedures and business practices			1	4	3	2	8		
3.2	Assess the use of technology in Development Services and other City departments			1	1	2	8	4		
3.3	Assess compliance with Development Services regulations			2	2	4	1	2		
3.4	Summarize results		1	4	3	4	2	4		
3.5	Project management	1		1						
	Subtotal	1	1	9	10	13	13	18	0	0
Activity 4:										
➔	**Engage Stakeholders and Assess Customer Service**									
4.1	Analyze internal communications of Development Services		1	3		3	2			
4.2	Analyze external communications and customer service			2	3	3	3			
4.3	Design, deploy, and analyze applicant survey			2	11	5		8		
4.4	Analyze City website				1	1		4		
4.5	Summarize results		1	2	2	2		6		
4.6	Project management	1		2						
	Subtotal	1	2	11	17	14	5	18	0	0
Activity 5:										
➔	**Report results**									
5.1	Prepare draft permitting process assessment report	2	1	8	5	5	5	10	1	
5.2	Review results with City Manager and Development Services		1	1		1				
5.3	Identify performance metrics with Development Services			1	1	2		4	1	
5.4	Revise and prepare final report	2		4	2	2	2	2	1	3
	Subtotal	4	2	14	8	10	7	16	3	3
Activity 6:										
➔	**Support Implementation**									
6.1	Prepare Implementation Action Plan	1		1	1	4	1		1	
	Subtotal	1	0	1	1	4	1	0	1	0
	Total	15	25	69	53	53	36	107	4	3

City of Celina, Texas
Permitting Process Assessment – Activities, Hours, and Fee

bakertilly

#	Project Activities	Hours	Fee
1	**Project Start**		
1.1	Internal team meeting and prepare for project kick off		
1.2	Conduct kick off meeting		
1.3	Finalize workplan		
	Total (Activity 1)	*17*	*$4,555*
2	**Analyze Department Structure, Staffing, Operations and Professional Development**		
2.1	Conduct interviews with City leadership, Development Services, other city staff		
2.2	Review and analyze operations, staffing levels and workloads		
2.3	Meet with frontline staff to document current state processes and prepare maps		
2.4	Review draft process maps with Celina staff and revise		
2.5	Review professional development plans and assess skills		
2.6	Summarize results		
2.7	Project management		
2.8	Site Visit		
	Total (Activity 2)	*139*	*$30,805*
3	**Analyze Policies, Procedures and Use of Technology**		
3.1	Review current policies, procedures and business practices		
3.2	Assess the use of technology in Development Services and other City departments		
3.3	Assess compliance with Development Services regulations		
3.4	Summarize results		
3.5	Project management		
	Total (Activity 3)	*65*	*$13,525*
4	**Engage Stakeholders and Assess Customer Service**		
4.1	Analyze internal communications of Development Services		
4.2	Analyze external communications and customer service		
4.3	Design, deploy, and analyze applicant survey		
4.4	Analyze City website		
4.5	Summarize results		
4.6	Project management		
	Total (Activity 4)	*68*	*$14,425*
5	**Report Results**		
5.1	Prepare draft permitting process assessment report		
5.2	Review results with City Manager and Development Services		
5.3	Identify performance metrics with Development Services		
5.4	Revise and prepare final report		
	Total (Activity 5)	*67*	*$14,585*
6	**Support Implementation**		
6.1	Prepare Implementation Action Plan		
	Total (Activity 6)	*9*	*$2,005*
	Project Total	**365**	**$79,900**

Positions, Rates and Hours		
Title	**Hourly Rate**	**Project Hours**
Director	$382	40
Manager	$237	69
Senior Consultant	$185	107
Special Advisor	$185	142
Peer Review and Document Production	$119	7

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.

2024-107 Addendum 1
Baker Tilly US
Supplier Response

Event Information

Number: 2024-107 Addendum 1
Title: Permitting Process Assessment
Type: Request for Proposal
Issue Date: 5/6/2024
Deadline: 6/4/2024 10:00 AM (CT)
Notes: The City of Celina is requesting bids for a thorough operational examination of the City's permitting process.

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

Contact Information

Contact: BENJAMIN SUTTON
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009

Email: BSUTTON@CELINA-TX.GOV

Baker Tilly US Information

Address: 4807 Innovate Lane
Madison, WI 53718
Phone: (608) 249-6622

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

Caitlin Humrickhouse
Signature

caitlin.humrickhouse@bakertilly.com
Email

Submitted at 6/3/2024 02:54:43 PM (CT)

Requested Attachments

CIQ - Conflict of Interest

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

Conflict of Interest - Baker Tilly.pdf

Statement of Qualifications

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

Baker Tilly statement of qualification for the City of Celina.pdf

Form 1295

Complete the form 1295 electronically and upload the signed form here

Form 1295 Certificate 101212323.pdf

W9

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

Baker Tilly Advisory Group LP W-9.pdf

Sample Report

Upload a sample report from any of the sample projects listed.

Baker Tilly work sample for City of Celina.pdf

Bid Attributes

1	**Bid Acceptance** All bids will remain subject to acceptance for a period of 90 days.
2	**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.

Exhibit D

3 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.

4 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.

5 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.

6 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.

7 Years in Business

93

8 Office Location

Please list your corporate office location and any branch locations in Texas.

205 N. Michigan Ave., 28th floor Chicago IL 60601 17 Cowboys Way, suite 800 Frisco TX 75034 901 S MoPac Expressway Building IV, Suite 100, Austin, TX 78746 11750 Katy Freeway, Suite 1100, Houston, TX 77079

9 Business Name

Has your business operated under the same name? If no, under what former name has your organization operated?

Virchow Krause

10 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.

11 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.

12 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.

13 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.

14 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.

15 **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

16 **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

17 **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

18 **Risk 4: Debarrment**

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

19 **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

20 **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

21 **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.

Not that we are aware of.

22 **Exceptions / Comments**

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

Our bid is conditioned upon being afforded the opportunity to propose additional terms and negotiate mutually agreeable revisions to [SAMPLE CONTRACT] prior to executing a final contract.

23 **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.

24 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.

25 Public or Private

Is your business publicly traded?

No

26 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 registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

801287666

27 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.

28 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 teh 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

29 ***Attribute deleted as part of an Addendum***

30 Addendum 1

Please acknowledge receipt of Addendum 1.

We acknowledge receipt of Addendum 1.

Bid Lines

1 Assessment Fee

Quantity: 1 UOM: EA Price: $105,000.00 Total: $105,000.00

Response Total $105,000.00

STATEMENT OF QUALIFICATION FORM INSTRUCTIONS

1. Complete the form in it's entirety.
2. Do not delete questions.
3. Table rows/cells may be increased to accommodate inserted information.

This document is used during the evaluation process and aids the evaluation committee.

Your cooperation is appreciated.

STATEMENT OF QUALIFICATIONS

Firm Information

Company Name	Baker Tilly Advisory Group, LP
Principal Office Add.	205 N. Michigan Ave., 28th floor, Chicago IL 60601
Phone	(312) 729-8000
Fax	(414) 777-5555
Form of Business (Inc., Partner)	Limited partnership
Year Founded	1931
Binding Official	Caitlin Humrickhouse, Managing Director
Phone	(312) 729 8098
Email	caitlin.humrickhouse@bakertilly.com
Address	17 Cowboys Way, Suite 800, Frisco TX 75034
Primary Contact	Jacquelyn McCray, Director
Phone	(513) 394 7369
Email	jacquelyn.mccray@bakertilly.com
Address	17 Cowboys Way, Suite 800, Frisco TX 75034

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Completed Projects

Provide the following information for a minimum of five comparable projects completed in the previous five years, preferably for other municipal entities located in the State of Texas.

Upload a sample report of the findings for a similar project.

Project 1

Project Name	Cleveland Construction Permitting Process Improvement		
Projection Description	Baker Tilly assisted the City of Cleveland with a comprehensive examination of the construction permitting processes and the use of technology within the Building and Housing, Planning, Public Works and other departments. The assessment addressed application intake, plans review, inspections, customer service and use of the Accela system for comments and approvals of building permit applications. In addition to staff interviews, Baker Tilly met with frequent construction permitting applicants to assess their experiences with the permitting process and ease of use of the Accela system for application submission and updates. Baker Tilly facilitated a three-day process improvement workshop with a group of key city employees which resulted in recommendations to improve communication and streamline workflow.		
Start Date	4/2023	Completion Date	3/2024
Owner Name	City of Cleveland		
Owner Address	601 Lakeside Avenue		
Owner Contact	Ms. Kate Warren		
Owner Email	KWarren@clevelandohio.gov		
Owner Phone:	216-664-2569		
What was the outcome of the project:			
Outcomes of the project included Baker Tilly's project report of analysis and recommendations that address: Workflow processes and operations Organization and structure (within and across departments), and Technology enhancements for integrated application/project reviews to achieve reductions in cycle times for construction permitting reviews. Additionally, an implementation action plan was prepared to aid staff in initiating the 39 report recommendations. The Cleveland report is included as a work sample.			
Were there any lessons learned?			
I think the lessons learned for the client involved gaining a realistic perspective of the complexity inherent in existing processes and for staff and customers. The client also now understands that need for greater use of technology to reduce processing times.			

Project 2

Project Name	City of Novato, CA development process review		
Projection Description	The City of Novato, California engaged Baker Tilly to complete an organizational assessment of the City's Building Division within the Community Development Department. Baker Tilly conducted interviews with the department director, building official and other key staff, held meeting with Community Development and other city staff to prepare current-state process maps for residential and commercial tenant improvements permits. The process maps were verified city employees and were used to inform our analysis and subsequent recommendations. The Baker Tilly team also designed and facilitated a process improvement workshop with Building Division and other city employees to establish employee recommendations for improvement. The project report includes 15 process improvement recommendations from Baker Tilly that address organization structure and staffing, communication, use of technology, application review processes and project management/implementation. Baker Tilly's analysis and recommendations were presented to the Novato City Council on March 26, 2024.		
Start Date	10/2022	Completion Date	2/2024
Owner Name	City of Novato, California		
Owner Address	922 Machin Avenue		
Owner Contact	Clare Hartman, Director of Community Development		
Owner Email	chartman@novato.org		
Owner Phone:	(415) 408-8515		
What was the outcome of the project:			
The Building Division assessment resulted in 15 recommendations to improve the organization structure and staffing, communication, use of technology, application review processes and project management/implementation.			
Were there any lessons learned?			
The analysis supported an increase in City plans examiners to support this function and the reductions in the use of outside consultants to ensure greater consistency and predictability in plan reviews for commercial applications.			

Project 3

Project Name	Sandy Springs, Georgia development/permitting process review		
Projection Description	Baker Tilly was retained to conduct an analysis of staffing, workflow and the use of technology for the City's development review and permitting processes. Development review and permitting is the responsibility of the Community Development Department and includes the divisions of building, land development and planning and zoning. The project included an analysis of operations, the development of as-is process maps, interviews with residential and commercial permit customers, and an assessment of EnerGov and other technology used in the department.		
Start Date	6/2022	Completion Date	12/2022
Owner Name	City of Sandy Springs, Georgia		
Owner Address	1 Galambos Way, Sandy Springs, GA 30328		
Owner Contact	Ms. Kristin Byars Smith, Assistant City Manager		
Owner Email	kristin.smith@sandyspringsga.gov		
Owner Phone:	(770) 206 1407		
What was the outcome of the project:			
Our analysis resulted in recommendations for improvement to address and improve application intake and customer service, workload management and reporting, communication (internal and external) and staffing. Baker Tilly also designed and facilitated a three-day process improvement workshop with 22 City employees with primary responsibility for various aspects of the permitting process, from intake to plans review, permitting, inspections, finance, GIS and fire review and inspections. The workshop participants identified additional recommendations for improvement and implementation actions.			
Were there any lessons learned?			
During employee discussions they identified solutions to ensure complete applications are received at intake and determined that cross departmental teams were needed to jointly process certificates of completion and occupancy to reduce processing times and reduce delays.			

Project 4

Project Name	Doña Ana County, New Mexico planning and development review process analysis		
Projection Description	Doña Ana County engaged our team to assess the planning and development review process to eliminate bottlenecks and increase throughput for customers. The County has a robust development economy and wanted to ensure customers would receive a comprehensive review with efficiency and predictability. The assessment included best practices research throughout the Southwest, a review of technology, process mapping for the planning, building and inspection processes, a quantitative customer survey and extensive interviews to gather input and suggestions for improvement.		
Start Date	2/2020	Completion Date	8/2020
Owner Name	County of Doña Ana		
Owner Address			
Owner Contact	Mr. Fernando Macias		
Owner Email	fernandom@donaanacounty.org		
Owner Phone:	(575) 525-5802		
What was the outcome of the project:			
The assessment identified technology and staffing bottlenecks which, when addressed, will help to expand the County's capacity for reviewing projects. We also identified best practices to improve consistency in the review process and provide enhanced support for larger projects. These practices also included ways to improve online transparency for customers and realigning the County's cost recovery policies.			
Were there any lessons learned?			
Baker Tilly’s analysis and resulting recommendations addressed the following challenges incomplete application submittals, lack of attendance by staff for plan review meetings, lack of written documents that summarize staff review meetings and next steps, lack of standard review cycle time and data collection to assess internal performance. The report also recommends the use of concurrent, rather than sequential plans review to reduce overall cycle time.			

Project 5

Project Name	City of Missouri City, Texas development process review		
Projection Description	We conducted an assessment of Missouri City's development review process that included gathering and analyzing data, conducting confidential interviews with staff and customers/ stakeholders, observing meetings and front counter interactions, comparing peer agencies with Missouri City's operations, and applying best practices, as applicable.		
Start Date	9/2018	Completion Date	4/2019
Owner Name	City of Missouri City, Texas		
Owner Address	1522 Texas Pkwy, Missouri City, TX 77489		
Owner Contact	Bill Atkinson, Sealy (TX) EDC Executive Director, former Missouri City assistant city manager		
Owner Email	batkinson@ci.sealy.tx.us		
Owner Phone:	(979) 627-6121		
What was the outcome of the project:			
The recommendations for improvement identified several operational, process and business system issues requiring attention, which would enable staff to provide better customer service to internal and external stakeholders and improve workflow.			
Were there any lessons learned?			
A primary lesson learned from the assessment of the development process uncovered the need to train staff on the use of performance metrics, so they could be use more effectively to assess workload and staffing assignments.			

RELEVANCE AND UNDERSTANDING

1. Provide a statement of understanding with regards to the scope of work and that the submittal is valid for 120 days.

   The City of Celina is currently the fastest-growing city in the United States for a city of its size (population of 20,000 or more), and a growth rate of 26.6% -- 53 times greater than the overall U.S. growth rate of 0.5% in the same period, according to the U.S. Census Bureau. The City, through its current strategic plan, has prioritized responsible growth through development that leverages the unique qualities of the City. Additionally, the Dallas North Tollway's expansion through Celina will promote the potential for new business development and openings and thousands of new housing units. The City's growth is poised to continue at a meteoric pace.

   This exponential rate of growth makes the need for an optimal permitting process much more acute. Celina requires a permitting process that meets the needs of developers, protects the interests of residents, and engages employees in fine-tuning workflow processes to be most efficient and effective. The goal of the engagement, per the request for proposal, will result in application submittals, reviews, inspections, and overall customer service that are aligned with best practices and greater utilization of technology.

   Baker Tilly has extensive experience helping local governments optimize their development review and permitting processes. What sets us apart is the extensive experience of our team, most of whom have held executive positions in multiple cities. Our team are specialists who understand the complexity of development review, but who also have decades of experience in finding solutions that work and can be implemented. Our team includes specialists in community development, process improvement, public works and utilities, technology, economic development, public safety, planning and other areas relevant to the development review process. We have a deep bench of additional subject-matter specialists we can call on as needed throughout the project. We perform our work on time and within budget, which we have proven in the thousands of projects we have completed for local government clients.

   We propose to conduct a comprehensive assessment of development and permitting-related processes from pre-application to approval. Using a proven methodology, we will identify issues for improvement and optimization within the various departments and divisions that have a role in permitting processes and functions, including intake and routing, site plan review, permitting, inspections and other key functions. Our approach goes beyond diagnosis and study to include a focused decision-making and implementation process, so the desired improvements become part of the business processes throughout the City organization.

   Our submittal is valid for 120 days.

2. What is your firm's specialization?

   Baker Tilly is a leading advisory, tax and assurance firm that has served state and local governments since our establishment more than 90 years ago. We are one of the few advisory, tax and assurance firms with a practice dedicated entirely to serving governmental clients. Baker Tilly formalized its dedicated public sector specialization more than 50 years ago**.** Today, more than 350 Baker Tilly professionals — including nearly 30 principals **—** focus directly on serving governments and provide hundreds of thousands of client service hours annually to improving city operations as requested by the City of Celina.

3. Will any part of this engagement be performed by a sub-consultant?

No.

METHODOLOGY AND APPROACH

4. Detail your approach and methodology for this project.

Based on our experience with permitting processes and our understanding of the needs of the City of Celina, we have prepared a plan of work to improve the efficiency, effectiveness, customer service and operations of the City's permitting function.

Activity 1: Start project
Baker Tilly will begin the project with a careful learning and listening phase that will help us understand how the Celina's permitting processes works, including intake and customer service, application acceptance and routing, plan review, permit issuance, inspections and project completion and close out. Developing a complete understanding of the internal workflow forms the foundation of the relationship between Baker Tilly' team and the City of Celina. Our team will conduct a kickoff meeting with City officials and key staff members connected to the permitting process. During the meeting we will confirm project deliverables and due dates to ensure the project is completed on time and on budget. We will also fine-tune the scope of work to ensure it is aligned precisely to meet your goals.

We understand that the work associated with this review will be in addition to the normal work of staff within Development Services and other departments. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to City staff. Baker Tilly will provide a data request prior to the kickoff meeting and will review the material collected by staff to identify additional data needs.

Activity 2: Gather information
Next, Baker Tilly will gather and review information from staff and department leaders who participate in the permitting process. This will enhance our understanding of existing staffing, organizational structure, operations, policies, and practices. During this activity we will:

- *Review background material and data.* We will review the material requested in Activity 1 to document operations and business practices. This information will be useful in preparing for staff interviews and the customer survey discussed below.

- *Conduct interviews*. Baker Tilly will interview approximately 10 individuals in the City organization to learn about the permitting process, understand related operations and systems, learn about strengths and weaknesses, and hear ideas for improving efficiency and effectiveness. The interviews will also give us an opportunity to assess communication and understand how the multiple agencies collaborate during the permitting process.

- *Document process workflow.* Mapping a permitting process can be an effective tool for analyzing workflows and identifying process bottlenecks. Baker Tilly will conduct two on-site process mapping sessions focused on the permitting process steps for two applications. We will work with you to identify real-world case studies. For example, one case study might examine a commercial project while the other could focus on residential one. The process mapping sessions will include key members of City staff who are typically involved in the review and decision-making process. Baker Tilly will then create "as-is" process maps to document current process steps, including application submittals, communication, comments/feedback, permit issuance, fee payment, decisions (approval or disapproval), inspections, project completion.

The workflow process diagrams will include existing Development Services functions and related work by other City departments and/or outside agencies that have a role in reviewing and or inspecting plans and project.

At the conclusion of this activity, we will summarize themes and identify any additional information-gathering that will round out our understanding of permitting operations, policies, staffing functions, key performance metrics and reports that may be used to assess application cycle time by application type

Activity 3: Assess the customer experience
Understanding the perspective of applicants and customers is essential. To be effective, improvements to permitting processes need to address common problems experienced by customers and their ideas for improvement. Baker Tilly will undertake the following tasks to ensure a clear understanding of the customer experience, including areas of the process that work well, areas that do not work well, from application submittal to project completion and how technology is used to support communication and feedback between City staff and the applicant.

- *Develop a customer survey.* Our team will design a survey tailored to Celina's permitting process, which will provide a quantitative way of understanding the customer experience. We will discuss the draft survey with you and your team before it is deployed.

- *Compile a list of survey recipients*. Our goal will be to maximize the number of individuals to whom the survey is sent. We will work with staff in the various functional areas to identify representative Celina customers over the past three years.

- *Deploy survey*. Baker Tilly will deploy the survey and monitor responses throughout the survey period. This will give us an opportunity to send additional communications to survey recipients if there is a lapse in the response rate.

- *Analyze survey results*. Once the survey has closed, we will prepare a summary of the results to inform our assessment of the customer experience and provide context for improvements to the permitting process.

- *Assess existing customer service experience.* – Baker Tilly will analyze current customer service tools and resources for completing development applications, including web tools, written guides, forms, instructions, checklists, etc. and assess their usefulness and overall clarity.

At the conclusion of this activity, we will provide a summary of the results. We will also include a detailed analysis of the survey data in the project report.

Activity 4: Evaluate the management system
Effective management of the permitting process is complicated and involves myriad regulations, multiple reviewing agencies/departments, and numerous types of customers (applicants) who typically have varying perspectives and service needs. We have a deep understanding of these complexities and the importance of having an effective management system. Baker Tilly will evaluate the management system (i.e., the interrelated methods, tools and techniques used in managing the permitting process) used by Development Services and other departments at each review stage and document timeliness, decision-points, staff comments, applicant resubmittals, boards and commissions review fee payment, other key review steps. . This evaluation will address several aspects of the permitting process, as listed below.

- Assess the use of performance measures/metrics
- Identify how technology is used and areas for improvement

- Evaluate best practices in land management systems
- Review planning and development policies and procedures
- Evaluate staff development, training gaps and improvement opportunities via development of a skills matrix
- Assess internal and external communication

Review state and local laws and regulations for development services and Celia's compliance

Activity 5: Conduct analysis and report results
At the conclusion of Activities 1 through 4 Baker Tilly will analyze the information collected. We will examine the results of our data gathering and assess the current state of the City's permitting processes, including the following:

- Organization structure and reporting relationships
- Customer experience
- Management system including performance metrics
- Technology tools and needs
- Training and professional development
- Regulatory compliance
- Application of best practices
- Other opportunities to increase efficiency, effectiveness, and collaboration

We will prepare a memorandum of our observations and preliminary recommendations and meet with City leaders to review them. This will provide an opportunity to discuss what we learned and observed during our analysis and hear feedback about the opportunities for improvement we have identified.

Once we have received feedback about the various recommendations, Baker Tilly will prepare a draft report that includes our analysis and recommendations and a future state process map. We will present the draft for the City's review and comment. After the City's review, we will prepare a final project report which considers all changes and suggested revisions.

Activity 6: Support implementation
Baker Tilly has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities, and for developing work plans. After completing the project report, we will prepare a draft Implementation action plan incorporating each recommendation in the project report. The draft action plan sets forth the steps required for implementation, assigns responsibility for action, and assigns a priority level (immediate, near or long term) for initiating each recommendation.

The action plan is prepared as a draft and becomes final once the director integrates the action steps into the work plan and develops dates for planned completion. The action plan offers an important management tool for actual implementation of the work reflected in the project report.

Baker Tilly will review the implementation plan with the City Manager. This step helps to ensure the chief executive's understanding of the work that is planned to improve efficiency and effectiveness in the permitting process, and it helps to build support for these changes.

Optional activities
If desired, Baker Tilly can complete one or both of the following optional activities.

B. Conduct a comparison of peer agencies
Baker Tilly will provide an objective method for selecting comparable agencies and we will design a survey focused on issues relevant in Celina. We will then deploy the survey, follow up with the peer agencies, and provide a detailed analysis of survey results. Comparing the permitting process with comparable agencies can be useful in illustrating various factors that influence

operations, such as processing timeframes, staffing, alignment of functions, service delivery methods and best practices.

C. Conduct staff process improvement workshop
Baker Tilly highly recommends engaging staff in a facilitated process improvement workshop that uses quality management principles to identify improvements that will be implemented. While it is helpful for us to analyze the City's permit-related business processes and make recommendations, facilitating a staff workshop will leverage the deep knowledge and experience of staff to solve problems and promote buy-in for making the necessary changes.

To accomplish this, we will plan and facilitate a three-day workshop involving City staff members who do permitting work every day. We will use the GE Work-Out™ technique to engage managers and employees in a process designed to take the information created in this project and turn it into an actionable implementation plan. This process is highly-structured, facilitated decision-making workshop adapted specifically for local governments by Baker Tilly and adapted from the highly successful GE Work-OutTM process developed by the General Electric Company. This approach to process improvement and organizational change engages frontline staff, supervisors and managers in identifying ways to improve and modify current state review processes and assuring their implementation. We have included additional information about the facilitated process improvement workshop modeled after the GE Work-OutTM below.

In collaboration with a management team for this project, we will create an agenda and goals for improvement to be addressed in the Work-Out. Once adopted by management, the management team will meet with a pre-selected group of employees (the Work-Out Teams) to review the goals of the workshops. We will facilitate the staff teams, concluding with an ending presentation to management by the Work-Out teams of their recommendations on steps needed to implement improvements. Then we will prepare a draft Implementation Action Plan based on the recommendations for final adoption by management.

FIRM QUALIFICATIONS & EXPERIENCE

5. Provide brief resumes for the key personnel. Include: name, project role for this project, professional qualifications, certifications, employment history, relevant projects and their role in this project.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF CELINA

Jacquelyn McCray, Ph.D.— Director

Role: Project director and subject-matter specialist

Jacquelyn has been a key staff member on myriad projects analyzing development review processes, creating strategic plans, facilitating community engagement, and performance measurement and organizational review. She is particularly adept at development review and process improvement projects and has successfully worked in 15 cities to identify recommendations for streamlining operations and reducing cycle times. She is a skilled civic engagement, focus group and group process facilitator and has served various civic and professional groups in this capacity.

Jacquelyn has more than 25 years of experience in local government management. Nine of those years were with the City of Cincinnati, where she was a budget analyst, project manager and land-use planner. She is a member of the American Planning Association.

Al Zelinka, FAICP, CMSM — Director

Role: Relationship manager and subject-matter specialist

Al brings a wealth of experience in both local government leadership and consulting to his work with Baker Tilly's public-sector advisory team. He served most recently as city manager for the California cities of Huntington Beach and Riverside. Key accomplishments in those roles include creating a nationally recognized and award-winning one-stop shop (and associated zoning code updates and streamlined process improvements) garnering 96% customer satisfaction, overhauling outdated administrative policies and procedures, improving financial health, developing public infrastructure, advancing strategic planning and succession planning, advancing policies on equity and homelessness and promoting community engagement. Al also served as community development director for the cities of Riverside and Fullerton, creating more efficient and effective processes and improving operations. Al previously led planning projects for Enumclaw, Kennewick and Chewellah, Washington, and Brookings, Lincoln City and Roseburg, Oregon.

Kristian Vaughn, EDFP, ENV SP — Manager

Role: Project manager and subject-matter specialist

Kristian is an experienced and well-connected economic development strategist, urban science researcher and project manager with 10 years of experience in community economics, land use management and public policy in the governmental, private consulting and non-profit sectors. Specialties include financial structuring of complex, multi-million-dollar transactions, supporting municipal staff in the development and implementation of economic strategies to catalyze reinvestment in commercial corridors, and assessing neighborhood economic performance, local market changes, and public policy impacts through the development of data dashboards, 2D mapping and digital twins.

Tyler Schenck — Special Advisor

Role: Technology subject-matter specialist

Tyler's local government experience includes a diverse range of roles for the City of Winchester, Virginia over an 11-year period, serving most recently as the City's chief information officer. In that role he led a diverse portfolio of projects and initiatives, provided direct executive oversight of the administration's performance measurement, data analytics and technological resources, and incorporated an agile framework to support the increasing needs and complexities of a rapidly growing organization. Other roles in Winchester included director of innovation and information services; program manager in the city manager's office; interim director of both economic redevelopment and human resources; and grants coordinator.

Sarona Vivanco — Senior Consultant

Role: Analysis and project support

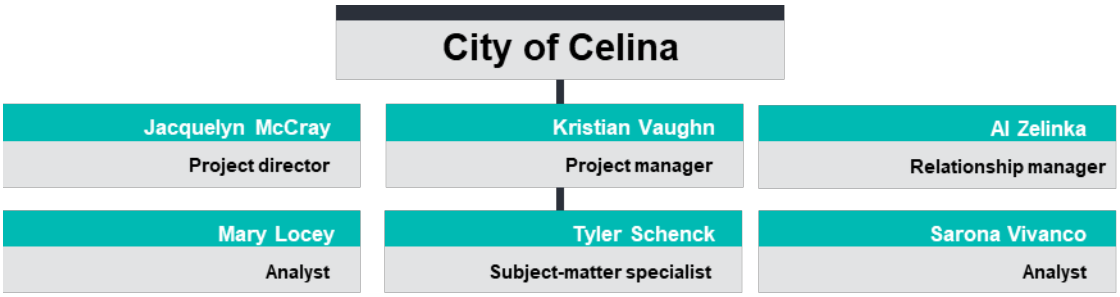
Sarona Vivanco joined Baker Tilly in 2023 after 31 years in local government. She spent most of her career in various roles at the City of Santa Clarita, California, assisting that organization as it grew from a newly incorporated city into the third-largest city in Los Angeles County. A strong generalist, Sarona worked in every line department at Santa Clarita including Public Works, Community Development, Parks and Recreation, Neighborhood Services, Administrative Services and the City Manager's Office. Sarona has extensive experience in strategic planning, project management, organizational review, goal setting, performance measurement and budget preparation. She served as a department budget officer for many years and was the City's budget coordinator for two fiscal year budget cycles. Sarona created and facilitated coursework in fiscal policies, budget tracking and budget preparation for Santa Clarita's employee training program, sharing her expertise with hundreds of City employees. In her various roles, she worked extensively with City Councils, City Council Committees, City Commissions and community groups.

Mary Locey — Special Advisor

Role: Analysis and project support

Mary's broad range of local government experience including public information and community and employee engagement, budgeting and purchasing, managing agendas, administering state and federal grants, implementing special projects, managing economic development and business improvement districts, developing internal policies and procedures, leading interdepartmental teams, and providing research and project support for city councilmembers and executive staff. Before becoming a consultant, she held progressively responsible roles within the California city of Newport Beach.

6. Include an organizational chart for the team assigned to this project.



We have conducted similar reviews for several dozen other City governments in the past decade or so, including for the following clients:

- Alhambra, California
- Aurora, Colorado
- Bothell, Washington
- Cape Coral, Florida
- Ceres, California
- Charlotte-Mecklenburg County, North Carolina
- Cleveland, Ohio
- Costa Mesa, California
- Delray Beach, Florida
- Dona Ana County, New Mexico
- Fernley, Nevada
- Fullerton, California
- Gilroy, California
- Largo, Florida
- La Mesa, California
- Long Beach, California
- Malibu, California
- Manhattan Beach, California
- Mequon, Wisconsin
- Missouri City, Texas
- Morgan Hill, California
- Monte Sereno, California
- Napa, California
- Norman, Oklahoma
- North Port, Florida
- Pasadena, California
- Rancho Cordova, California
- Sacramento, California
- Sandy Springs, Georgia
- Santa Cruz, California
- Santa Rosa, California
- St. Augustine, Florida
- Vallejo, California

TIMELINE

7. Provide an estimated timeline for completion of the review.

The chart below represents our customized approach to deliver process improvement services to the City of Celina on time. And it's just our starting point. We'll collaborate closely with you to finalize a client service plan that meets all your needs — especially your timing.

ACTIVITY	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Start project							
Gather information							
Assess the customer experience							
Evaluate the management system							

Conduct analysis and report results							
Support implementation							

OUR COMMITMENT TO THE CITY OF CELINA

Working closely with you and your team, we will co-develop a timeline to deliver on time or ahead of schedule.

SUSPENSION AND DEBARMENT CERTIFICATION

I, the undersigned agent for the firm named above, hereby certifies that neither the firm nor its principals are suspended or debarred by a Federal agency or an agency of State of Texas.

FELONY CONVICTION

_ My firm is a publicly-held corporation, therefore this reporting requirement is not applicable.

X My firm is not owned nor operated by anyone who has been convicted of a felony.

_ My firm is owned or operated by the following individual(s) which have been convicted of a felony.

Name: _____

Details of Conviction(s):

_____

_____

	39-085991
Signature	Federal ID/EIN
May 28, 2024	Caitlin Humrickhouse
Date	Printed Name

Our bid is conditioned upon being afforded the opportunity to propose additional terms and negotiate mutually agreeable revisions to the City's General Terms and Conditions prior to executing a final contract.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-107
SOLICITATION NAME: Permitting Process Assessment
PROJECT #: N/A

Bid Opening Date	June 4, 2024	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	315
Number of Submissions:	5
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	4
Number of No Bids	1
Did any vendor apply forLocal Preference? (Y/N)	No

Review/Evaluation:
Purchasing completed an initial review to determine each bidder's responsiveness.
The initial review revealed the response from Aoka Engineering be deemed incomplete. The response included incomplete questions (left blank), and the dollar value bid for the project was $120.00 per hour with no reference to the number of hours needed. There was no explanation within the response indicating the number of hours.

The responses were sent to the evaluation committee. The committee reviewed and evaluated the submittals based on the following:

1. Relevance and Understanding
2. Methodology and Approach
3. Qualifications
4. Experience
5. Cost

The committee unanimously selected Baker Tilly as the chosen vendor. The committee and Purchasing met with the vendor to negotiate an acceptable scope, fee, and timeline.

Coop/Sole Source: N/A

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

Recommended Vendor(s): Baker Tilly

Dawn Berry, Purchasing Director — Submitted By:
June 25, 2024 — Date:

Supplier Scoring Summary

2024-107 - Permitting Process Assessment - Scoring Round 2 - By Committee

Supplier	Rank	Score	Evaluation	Relevance and Understanding	Methodology and Approach	Qualifications	Experience	Cost - Formula based
		100		10.00	40.00	15.00	15.00	20.00
Baker Tilly US	1	76.64		8.33	35.00	12.67	13.33	7.31
BerryDunn	2	72.02		8.33	31.67	12.67	11.67	7.69
ReEngine Consulting, LLC.	3	65.83		4.33	25.67	8.17	7.67	20.00
Tandem Consulting, LLC	4	35.55		3.00	13.67	3.33	4.33	11.22
		62.51		6.00	26.50	9.21	9.25	11.56

Event Number	2024-107 Addendum 1	**Organization**	City of Celina eBid
Event Title	Permitting Process Assessment	**Workgroup**	Purchasing
Event Type	RFP	**Email**	dberry@celina-tx.gov
Issue Date	5/6/2024 06:48:55 PM (CT)	**Phone**	(469) 813-4194
Close Date	6/4/2024 10:00:00 AM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Aoka Engineering	Fort Worth	TX	6/4/2024 09:27:52 AM (CT)	1	$120.00
ReEngine Consulting, LLC.	Leander	TX	6/4/2024 06:53:15 AM (CT)	1	$38,380.00
Tandem Consulting, LLC	Sulphur Springs	TX	6/4/2024 08:37:44 AM (CT)	1	$68,400.00
BerryDunn (Berry Dunn McNeil	Portland	ME	6/3/2024 12:55:16 PM (CT)	1	$99,875.00
Baker Tilly US	Madison	WI	6/3/2024 02:54:43 PM (CT)	1	$105,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	July 9, 2024
Re:	City of Celina Water Subscription Increase with Upper Trinity Regional Water District

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Action Requested:
Consider and act to authorize the City Manager to amend an agreement with Upper Trinity Regional Water District for water demand subscription to increase usage as needed in increments of 500,000 gallons per day from the current 8.5 million gallons a day (MGD) to an amount not to exceed an amount of 10.0 MGD or $809,152.50.

Background Information:

1. Overview of Water Demand Trends
Celina is experiencing rapid population growth, leading to a substantial increase in water demand over the past few years. Specifically, from 2018 to 2023, the city's water demand subscribed to the Upper Trinity Water District (UTRWD) has risen from 2.5 million gallons per day (MGD) to 8.5 MGD. This growth underscores the critical need for Celina to secure adequate water resources to support its expanding community and economic activities.

2. Current Water System Capacity and Challenges
As of fiscal year 2024, Celina's water system is facing an average daily demand of 6.591 MGD. However, the city anticipates a peak demand of up to 12.4 MGD on a single day, particularly during the summer months. Managing these peak demands is crucial to ensuring uninterrupted water supply for residential, commercial, and industrial users.

3. Proposed Increase in Water Subscription
Given the projected growth and demand trends, it is important to authorize an increase in the City of Celina's water subscription from the current subscription of 8.5 MGD to 9.0 MGD immediately. UTRWD cost per MGD of subscribed capacity is $500,155.00. The contract would result in a

$250,077.50 increase to thee City of Celina water demand charge. This agenda item authorizes the City Manager to execute future increases to the subscribed capacity not to exceed 10 MGD or a projected cost of $809,152.50 for water demand as needed. This proactive measure aims to align the city's water resources with anticipated future demands, thereby ensuring continued support for Celina's development objectives. The proposed water increase is within the budgeted amount for FY 2024. The attached agreement shows the increase from 8.5 MGD to 9.0 MGD. Subsequent increases will be in a similar format.

4. Water Conservation Efforts
Recognizing the importance of sustainable water management practices, Celina has recently updated its water and drought conservation plans. Key measures include limiting outdoor watering to 2 days a week throughout the year. These efforts are designed to conserve water resources, promote responsible water usage among residents and businesses, and mitigate the impact of drought conditions on the city's water supply.

5. Sustainability Goals and Stewardship
Achieving a balance between increasing water demand and conservation efforts is essential for Celina's long-term sustainability. By adopting a dual strategy of expanding water supply capacity while implementing conservation measures, the city aims to meet current and future water needs without compromising environmental integrity or economic stability.

6. Conclusion
In summary, Celina faces challenges and opportunities related to managing its water resources with rapid population growth. The proposed increase in water subscriptions and proactive conservation measures reflect the city's commitment to addressing these challenges responsibly. Celina aims to support continued growth and development while safeguarding its natural resources for future generations by ensuring adequate water supply and promoting sustainable water usage practices.

Legal Review:
N/A

Supporting Documents:
1. UTRWD water subscription increase request to 9.0 MGD
2. Water Subscription Increase powerpoint

Financial Consideration:
Funding is available in the current budget. Expenditures will be appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval

PURSUANT TO CONTRACT FOR WHOLESALE TREATED WATER SERVICE
UPPER TRINITY REGIONAL WATER DISTRICT
CUSTOMER REQUEST TO CHANGE AUTHORIZED DEMAND
REGIONAL TREATED WATER SYSTEM
For Water Year Beginning June 1, 2024

City of Celina
_____
Customer

To: Upper Trinity Regional Water District Date: July 9, 2024

Pursuant to our existing contract with Upper Trinity Regional Water District, we hereby request an increase in authorized Demand to provide adequate Water System capacity to meet expected peak needs of our retail water system for the indicated Water Year. Our request for an increase in authorized Demand is being made according to the following provisions and requirements:

- In accordance with contracts, Demand for each customer will be administered on a Water Year basis - - a 12-month period that begins each June 1.
- Demand will be based on actual need as established for the current or any prior Water Year, or on subscribed (contracted) capacity, whichever is greater.
- Once a new Demand is established, the billing for Demand may not be reduced, except by mutual agreement in writing approved by the District's Board of Directors.
- Increase in authorized Demand may be requested in increments of 100,000 gallons (0.1 mgd).
- Requests for an increase in authorized Demand after the beginning of the Water Year will apply for the entire Water Year, retroactively to the beginning of the Water Year. However, for Customers on the District's Flat Rate (whose Demand is 500,000 gallons or less), the increase will apply from the date of change in Demand.

Request to Change Authorized Demand

Previously Authorized Demand: 8.5 MGD

Requested Increase in Authorized Demand: .5 MGD

TOTAL REQUESTED NEW DEMAND LEVEL: 9.0 MGD

I hereby request Upper Trinity Regional Water District to increase the Authorized Demand to the New Demand indicated above. Upon approval by Upper Trinity, I understand and agree that

City of Celina

(Printed Name of Entity)

will be responsible for the payment of all applicable rates and charges associated with said increase and with the New Demand level. I understand that this Request to Change Authorized Demand is a binding commitment pursuant to the underlying Participating Contract. All provisions of the Contract shall remain in full force and effect, and shall reflect said New Demand. I am authorized to submit and execute this request.

Requested by: Robert Ranc / City Manager _____

Authorized Representative / Title Date

Approved by: _____ _____

Executive Director, Upper Trinity Regional Water District Date

Approved copy returned to Customer: _____

Date

Water Subscription Increase

Andrew Figueroa
July 09, 2024

AGENDA OVERVIEW

- Increase Water Subscription with Upper Trinity Regional Water District (UTRWD) .
- Current Subscription Rate:
  - 8.5 Million Gallon Day (MGD)
- Request to Increase Subscription Rate:
  - 9.0 MGD
- Historical Subscription Rate Increases:
  - 2018: 2.5 MGD to 4.5 MGD
  - 2019: 4.5 MGD to 5.0 MGD
  - 2021: 5.0 MGD to 6.0 MGD
  - 2022: 6.0 MGD to 7.2 MGD
  - 2023: 7.2 MGD to 8.5 MGD

- Annual Demand Charge (per MGD):
  - $500,155 Multiplied by Subscribed Capacity
- Average Daily Water System Usage FY 24:
  - 6.591 MGD
- Peak Day Water System Usage FY23:
  - 11.169 MGD

IMPORTANT - WATER CONSERVATION

- New Conservation Guidelines Adopted May 2024
- Two Day Week Water Schedule
- No Watering Between 10 a.m. – 6 p.m.

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Celina Pump Station Phase 3 Change Order

Action Requested:
Consider and act to authorize a change order with Austin Infrastructure for an amount not to exceed $69,154.00 to account for changes and interferences with the installation of 36" Water Line. (Glasgow)

Background Information:
On May 10, 2022, the Council authorized the award of Bid 2022-0100 for Celina Pump Station Phase 3 to Austin Infrastructure. This change exceeds $50,000 and by statute requires Council authorization.

The proposed change order covers the cost associated with multiple changes in condition and interferences incurred while installing the 36” waterline. Summary of these changes includes:

- Relocated conduit to outside of pipe alignment.
- Chip structural concrete pipe cradle at existing tie in location; work around existing line and valve.
- Relocated grounding grid, grounding cables, test wells and electrical cables.
- Second duckbank required additional shoring and handwork as it’s proximity to the upper duct.
- Work area flooded and impacted by water break at south end of the site. The contractor spent time dewatering and repair demuckingand repairing areas that sloughed off during initial flooding of pipe trench.
- Conflict at 6" SDR Sewer Casing and 36" WL, removed steel encasement of 6" sewer and replaced with flowable fill.

Legal Review:
The change order form has been previously reviewed and approved.

Supporting Documents:
1. W49 Change Order 11 Changes_in_Condition_and_Interferen

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 change order as presented.

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

Life Connected.

INTEROFFICE MEMORANDUM

TO: ROBERT RANC, CITY MANAGER

FROM: ANDY GLASGOW, DIRECTOR OF ENGINEERING

SUBJECT: CELINA PUMP STATION PHASE 3 CHANGE ORDER #11

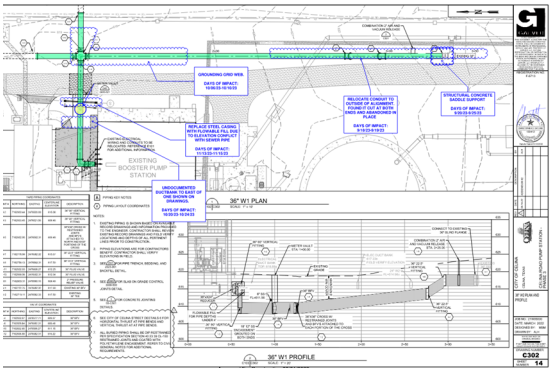
DATE: 6.19.2024

CC: KIMBERLY BRAWNER, ASSITANT CITY MANAGER PUBLIC SERVICES
LINDA MAJEED, SENIOR CIVIL ENGINEER

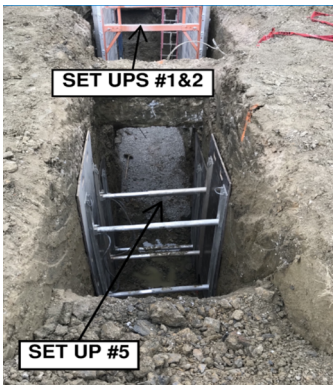
This change order is a result of unforeseen site conditions during the installation of a 36" waterline. Site conditions include a reinforced concrete cradle under the 36" connection point, existing grounding cables, grids, test stations, and conduit.

As a result, these changes were presented to address the site conditions:

- Relocated conduit to outside of pipe alignment.
- Chip structural concrete pipe cradle at existing tie in location; work around existing line and valve.
- Relocated grounding grid, grounding cables, test wells and electrical cables.
- Second duckbank required additional shoring and handwork as it's proximity to the upper duct.
- Work area flooded and impacted by water break at south end of the site. The contractor spent time dewatering and repair demuckingand repairing areas that sloughed off during initial flooding of pipe trench.
- Conflict at 6" SDR Sewer Casing and 36" WL, removed steel encasement of 6" sewer and replaced with flowable fill.



DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B



If you have any questions, or need additional information, please feel free to contact me.

Very Respectfully,

Andy Glasgow, P.E., PMP, CFM
Attachment- Construction Plans and Geotechnical Report Extracts

Life Connected.

CCO #011

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

Project: W49 - Celina Rd Pump Station Ph 3
142 N Ohio St
Celina, 75009
Phone: 469-813-4189

Subcontract Change Order #011: CE #011 - Changes in Condition and Interferences Encountered During 36" W1 Laying Operation

CONTRACT COMPANY:	**Austin Bridge & Road** 6330 Commerce Drive Suite 150, Irving, 75063	**CONTRACT FOR:**	SC-W49-001:Celina Rd Pump Station Ph 3
DATE CREATED:	6/17/2024	**CREATED BY:**	Linda Majeed **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	06/19/2024
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$69,154.00

DESCRIPTION:
CE #011 - Changes in Condition and Interferences Encountered During 36" W1 Laying Operation

The Contractor submited the following cost proposal associated with multiple changes in condition and interferences incurred while installing the 36" W1. Some of these issues were addressed via RFI 38. A summary of these changes includes:

- Relocate conduit to outside of pipe alignment.
- Chip structural concrete pipe cradle at existing tie-in location; handwork around live line and existing valve.
- Multiple encounters over many different working days with grounding grid, grounding cables, test wells and random electrical.
- Second ductbank required additional shoring and much handwork as its proximaty to the upper duct prohibited use of excavator or backhoe.
- Work area flooded and impacted by 30" water main break at south end (higher end) of site. time spent building berms, dewatering, demucking and repairing areas that sloughed off during initial flooding of pipe trench.
- Conflict at 6" SDR Sewer Casing and 36" WL, removed steel encasement of 6" sewer and replaced with flowable fill.

ATTACHMENTS:
PCM-13 Major Equipment Backup.pdf, PCM-13 Misc Receipts & Backup.pdf, PCM-13 Pics to Support Pricing.pdf, PCM-13 Trench Box & Shoring Backup.pdf, 22-00004127 -R2 CO 9.pdf, PCM 13B- Pics of Trench Boxes and Shoring Set Ups.pdf, PCM #13B- Revised Changes & Interferences at W1 (Cover & Pricing).pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-29-12.CW Contingency.Construction Water	Changes in Condition and Interferences Encountered During 36" W1 Laying Operation	$69,154.00
		Grand Total:	**$69,154.00**

Life Connected.

CCO #011

The original (Contract Sum)	$ 2,100,580.00
Net change by previously authorized Change Orders	$ 125,677.61
The contract sum prior to this Change Order was	$ 2,226,257.61
The contract sum will be increased by this Change Order in the amount of	$ 69,154.00
The new contract sum including this Change Order will be	$ 2,295,411.61
The contract time will not be changed by this Change Order.	

DocuSigned by:
Beatriz Dougell 6/19/2024
F63FB89ECDDD4D1...

DocuSigned by:
Linda Mayeed 6/19/2024
DDBCF1252B574F9...

DocuSigned by:
6/19/2024
912E2F72298142A...

DocuSigned by:
6/19/2024
2C893A681B6B4A4...

DocuSigned by:
Gabrielle Milam 6/19/2024
97A3ED6DBE9845C...

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

SIGNATURE **DATE**

Austin Bridge & Road
6330 Commerce Drive Suite 150,
Irving, 75063

DocuSigned by:
William Heathcott 6/19/2024
662F7654536E423...

SIGNATURE **DATE**

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

United Rentals

RENTAL RETURN INVOICE

224921513-001

BRANCH D89
1533 N MCDONALD ST
MCKINNEY TX 75071-1831
972-542-4862
972-548-9160 FAX

Job Site

SISTER GROVE CELINA 920001
17095 CELINA RD
CELINA TX 75009

Office: 214-596-7300 **Cell:** 972-626-5192

AUSTIN BRIDGE & ROAD TX ONLY
550 AUSTIN RD
DEPT 108227
WAXAHACHIE TX 75167-1200

Customer #	: 57834
Invoice Date	: 10/02/23
Rental Out	: 09/21/23 09:34 AM
Rental In	: 10/02/23 01:42 PM
UR Job Loc	: 17095 CELINA RD, CEL
UR Job #	: 855
Customer Job ID:	
P.O. #	: 922001
Requested By	: OWEN MARTIN
Approved By	: ROY LOYA
Salesperson	: TANNER LEGG

Invoice Amount: $614.00

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4127
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11400170	RIVET BUSTER AIR JUMBO Make: TAMCO Model: RB133K Serial: E0399	90.00	138.00	307.00	694.00	614.00

Rental Subtotal:	614.00
Agreement Subtotal:	614.00
Total:	614.00

COMMENTS/NOTES:

CONTACT: OWEN MARTIN
CELL#: 469-662-5093

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

United Rentals | AHERN RENTAL

4 WEEK BILLING INVOICE

224737228-002

BRANCH DH8
6301 W UNIVERSITY DR
MCKINNEY TX 75071-7817
214-504-1099
214-504-1098 FAX

Job Site

922001 CELINA TX
17095 CELINA RD
CELINA TX 75009

Office: 214-596-7300 **Cell:** 469-662-5093

AUSTIN BRIDGE & ROAD TX ONLY
550 AUSTIN RD
DEPT 108227
WAXAHACHIE TX 75167-1200

NOV 20 2023

Customer #	: 57834
Invoice Date	: 11/18/23
Date Out	: 09/18/23 08:58 AM
Billed Through	: 11/17/23 00:00
UR Job Loc	: 17095 CELINA RD, CEL
UR Job #	: 890
Customer Job ID:	
P.O. #	: 922001(RL)
Requested By	: ROY LOYA
Approved By	: ROY LOYA
Salesperson	: TANNER LEGG

Invoice Amount: $7,913.19

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4127
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11734572	EXCAVATOR 70000-84999# Make: JOHN DEERE Model: 350P Serial: 1FF350PAEPF000818 Meter out: 101.50 Meter in: .00	1,281.00	1,281.00	4,359.00	7,900.00	7,900.00
1	905/5045	EXCAVATOR BUCKET 48"					N/C

Rental Subtotal: 7,900.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	13.193	EACH	13.19

Sales/Misc Subtotal: 13.19

Agreement Subtotal: 7,913.19
Total: 7,913.19

COMMENTS/NOTES:

CONTACT: OWEN MARTIN
CELL#: 469-662-5093

Billing period: 30 Days From 10/18/23 08:58 AM Thru 11/17/23 08:58 AM

V# _____ INV# _____
DATE _____ AMT _____

CO #	CODING	TAX	AMT.
	922001-	Y / N	
		Y / N	
		Y / N	
		Y / N	

APPROVAL _____
APPROVAL _____

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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United Rentals | AHERN RENTALS

BRANCH DH8
6301 W UNIVERSITY DR
MCKINNEY TX 75071-7817
214-504-1099
214-504-1098 FAX

4 WEEK BILLING INVOICE

224725184-003

Job Site

922001 CELINA TX
17095 CELINA RD
CELINA TX 75009

NOV 20 2023

Office: 214-596-7300 **Cell:** 469-662-5093

AUSTIN BRIDGE & ROAD TX ONLY
550 AUSTIN RD
DEPT 108227
WAXAHACHIE TX 75167-1200

Customer #	: 57834
Invoice Date	: 11/18/23
Date Out	: 09/18/23 09:00 AM
Billed Through	: 11/17/23 00:00
UR Job Loc	: 17095 CELINA RD, CEL
UR Job #	: 890
Customer Job ID:	
P.O. #	: 922001(RL)
Requested By	: ROY LOYA
Approved By	: ROY LOYA
Salesperson	: TANNER LEGG

Invoice Amount: $6,257.42

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4127
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11252520	LOADER WHEEL 3.5-3.9 CUBIC YARD Make: CASE Model: 721G Serial: JEEN0721HMF253267 Meter out: 1974.00 Meter in: .00	709.00	709.00	2,321.00	5,643.00	5,643.00
1	11546683	PALLET FORKS 72" FOR 2.5 - 3.9 YRD Make: TAG Model: QC300CF6072M Serial: 397167-1	101.00	101.00	303.00	605.00	605.00

Rental Subtotal: 6,248.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	9.424	EACH	9.42

Sales/Misc Subtotal: 9.42

Agreement Subtotal: 6,257.42
Total: 6,257.42

COMMENTS/NOTES:

CONTACT: OWEN MARTIN
CELL#: 469-662-5093
NEED BUCKET AND FORKS

Billing period: 30 Days From 10/18/23 09:00 AM Thru 11/17/23 09:00 AM

V# _____ INV# _____
DATE _____ AMT _____
CO # CODING 922001- TAX Y / N AMT.
Y / N
Y / N
Y / N
APPROVAL
APPROVAL

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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United Rentals

BRANCH D89
1533 N MCDONALD ST
MCKINNEY TX 75071-1831
972-542-4862
972-548-9160 FAX

RENTAL RETURN INVOICE

225639125-002

Customer #	: 57834
Invoice Date	: 12/04/23
Rental Out	: 10/09/23 03:00 PM
Rental In	: 11/30/23 04:41 PM
UR Job Loc	: 17095 CELINA RD, CEL
UR Job #	: 855
Customer Job ID:	
P.O. #	: 922001
Requested By	: ROY LOYA
Approved By	: ROY LOYA
Salesperson	: TANNER LEGG

Job Site

SISTER GROVE CELINA 920001
17095 CELINA RD
CELINA TX 75009

Office: 214-596-7300 **Cell:** 972-626-5192

DEC - 6 2023

AUSTIN BRIDGE & ROAD TX ONLY
550 AUSTIN RD
DEPT 108227
WAXAHACHIE TX 75167-1200

Invoice Amount: $1,976.58

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4127
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11494518	ROLLER 24-33" WALKBEHIND PAD Make: BOMAG Model: BMP8500 Serial: 101720181354 Meter out: 225.60 Meter in: 251.70	314.00	314.00	866.00	1,949.00	1,949.00

Rental Subtotal: 1,949.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	3.255	EACH	3.26
3.20	DIESEL FUEL	[DSL/MCI]	7.600	EACH	24.32

Sales/Misc Subtotal: 27.58

Agreement Subtotal: 1,952.26
Fuel: 24.32
Total: 1,976.58

COMMENTS/NOTES:

CONTACT: JOSH BOONE
CELL#: 469-799-5392

Final Bill: 22 Days From 11/08/23 03:00 PM Thru 11/30/23 04:41 PM

V# INV#
DATE AMT
CO # CODING TAX AMT
922001 - Y / N
Y / N
Y / N
Y / N
APPROVAL
APPROVAL

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

16430 W. US Hwy 380
Denton, TX

Transportation | Dump Trucks & Logistics

Date: 11/27/2023

Project: **Celina Road Pump Station**

		2023 rate	2024 rate	
Per Load Rate:	Rock/Dirt Haul Off - round bottoms (incl dump fee)	$ 225.00	$ 225.00	Load
Per Load Rate:	Concrete Haul Off - round bottoms	$ 125.00	$ 125.00	Load

**** Product pricing is based on current prices and subject to change at any time. We cannot control rock and sand material pricing.***

Payment Terms: Net 30 Days
unless otherwise agreed to in writing

Fuel Surcharge: **Rates based on fuel prices up to $4.25 per gallon.**
1% increase for every $.10 increase in fuel prices

Comments: Please allow one week notice for truck scheduling
Quote expires 60 days from date issued, unless notified of award

Rate Agreement: The prices, specifications, and conditions are satisfactory and hereby accepted

Buyer : _____

Buyer Sign: _____ Date: _____

Quality Trucking Authorized Signature: _____

Dallas / Fort Worth	Houston	Little Rock	Northwest Arkansas
16430 W. US Hwy 380	25404 Hwy 59, Ste 202	10204 Hwy 70	803 W 1st Ave
Denton, TX	Porter, TX 77365	North Little Rock, AR 72117	Gentry, AR 72734
(940) 482-3500	(281) 354-9901	(501) 661-8114	(501) 529-2490

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

REDI-MIX CONCRETE
A Subsidiary of Vulcan Materials Company

SHIP TO:

Celina Rd Pump Station Ph 3
17099 Celina Rd
Celina, Texas 75009

INVOICE

SOLD TO:

AUSTIN BRIDGE & ROAD
1199 S Belt Line Rd
Suite 110
Coppell, TX 75019

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Redi-mix, LLC
PO Box 849131
Dallas, TX 75284-9131, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:	**90339-209264**
INVOICE NO:	**930000116714**
INVOICE DATE:	**11/15/2023**
INVOICE AMT:	**835.00**
PROJECT:	**7707**
DUE DATE:	**12/15/2023**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TOTAL YARDS: 6.00 | TOTAL LOADS: 1.00

TAXES: | PERCENT: | AMOUNT:

SALES TAX: 0.00
DISCOUNT:
TOTAL PRODUCT:
TOTAL FREIGHT:
TOTAL OTHER:

Pay this AMOUNT:
$835.00

SALES REP	PO NUMBER	LOT / BLOCK	ORIGINAL INVOICE	TAX EXEMPT ID.	TERMS
	922001RED1			1-752846900-4	NET15THPROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	PROJECT	JOB NAME
930000116714	11/15/2023	90339-209264	7707	Celina Rd Pump Station Ph 3

TICKET DETAIL

SHIP DATE	ORDER	USE	TICKET	FACILITY	PROD CODE	DESCRIPTION	QUANTITY	PRICE	EXTENSION	TAX AMT
11/15/2023	244371		819248	7127	F40100N1	Flow Fill AG	6.00	130.00	780.00	0.00
					85610	EEFEE - ENERGY-ENVIRO - Per LD	1.00	55.00	55.00	0.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

CONCRETE CRADLE

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

CONCRETE CRADLE

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

GROUNDING GRID AND CABLES

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

GROUNDING GRID AND CABLES

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

GROUNDING GRID AND CABLES

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

SECOND, LOWER DUCT BANK

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

SECOND, LOWER DUCT BANK

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

WATERLINE BREAK

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

Trench Box Setup #1- On Rent Sept 19, 2023

SUNSTATE Equipment Co.

BRANCH LOCATION
TRDFW
469-460-6389
AFTER HR#:(469) 435-3696

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **11955435-004**
PO # 922001
JOB # 922001
JOB NAME: CELINA WWTP
ORDERED BY: OWEN MARTIN/BRIANWA/
DATE/TIME OUT: 9/19/23 3:30 PM
DATE/TIME IN: 11/27/23 1:28 PM

CUSTOMER # 31252 **PHONE#** 214-596-7300

AUSTIN BRIDGE & ROAD/DALLAS
550 AUSTIN ROAD, DEPT 107535
WAXAHACHIE, TX 75167

NOV 29 2023

CONTACT: OWEN 469-662-5093 TERRITORY: 365 PROCESSED BY: RICHARDHE
DRIVER LICENSE: LICENSE PLATE: RETURN LOC: 705
JOB ADDRESS: 17099 CELINA RD CELINA TX 75009
DEL. INSTRUCTIONS:

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
1	PLATE-8'x10' ROAD PLATE 1" 187595 8X10 S/N: 19-00673	29.00	87.00	261.00	87.00
1	PLATE-8'x10' ROAD PLATE 1" 187603 8X10 S/N: 19-00681	29.00	87.00	261.00	87.00
10	ALUMINUM-2'x12' PANEL-MAPS	18.00	53.00	158.00	530.00
4	ALUMINUM-10' CORNER POST-MAPS				N/C
4	ALUMINUM-36"-60" MAPS ADJ SPREADER (2) sided maps box 10'h x 12'l x 5'w struts set @ 5', w/minimal clearance of 4'.	5.00	15.00	45.00	60.00
1	ALUMINUM-LIFTING LUGS (SET)-MAPS				N/C

Now

DELIVERY BY: QUINCY

PICKUP BY: CHRIS

V# _____ INV# _____
DATE _____ AMT _____
CO # CALLING TAX AMT
922001- Y / N
Y / N
Y / N
Y / N
APPROVAL
APPROVAL

SUB TOTAL:	764.00
CUSTOMER PROTECTION PLAN:	** N/A **
TAX:	
TOTAL AMOUNT DUE:	**764.00**

This contract has custom rates applied.

FINAL BILL: 11/19/23 03:30 PM THRU 11/27/23 01:28 PM.

RENT CONTINUES UNTIL YOU CALL 469-460-6389 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
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Trench Box Setup #2- On Rent Sept 20, 2023

SUNSTATE Equipment Co.

BRANCH LOCATION
TRDFW
469-460-6389
AFTER HR#:(469) 435-3696

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **11959039-003**
PO # 922001
JOB # 922001
JOB NAME: CELINA WWTP
ORDERED BY: OWEN MARTIN/BRIANWA/
DATE/TIME OUT: 9/20/23 1:30 PM
DATE/TIME IN: 11/27/23 1:29 PM

CUSTOMER # 31252 **PHONE#** 214-596-7300

AUSTIN BRIDGE & ROAD/DALLAS
550 AUSTIN ROAD, DEPT 107535
WAXAHACHIE, TX 75167

NOV 29 2023

CONTACT: OWEN 469-662-5093 TERRITORY: 365 PROCESSED BY: RICHARDHE
DRIVER LICENSE: LICENSE PLATE: RETURN LOC: 705
JOB ADDRESS: 17099 CELINA RD CELINA TX 75009
DEL. INSTRUCTIONS:

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
10	ALUMINUM-2'x14' PANEL-MAPS	23.00	68.00	201.00	680.00
4	ALUMINUM-10' CORNER POST-MAPS				N/C
1	ALUMINUM-ARCH SPREADER (HIGH) MAPS 2 sided maps box 10'h x 14'l x 5'w,built with high arch spreaders.	57.00	162.00	432.00	162.00
1	ALUMINUM-LIFTING LUGS (SET)-MAPS				N/C

DELIVERY BY: DARRYL

PICKUP BY: CHRIS

V# _____ INV# _____
DATE _____ AMT _____
CO # CODING TAX AMT.
922001- Y / N
Y / N
Y / N
Y / N
APPROVAL Rylan
APPROVAL _____

SUB TOTAL:	842.00
CUSTOMER PROTECTION PLAN:	** N/A **
TAX:	
TOTAL AMOUNT DUE:	**842.00**

This contract has custom rates applied.

FINAL BILL: 11/20/23 01:30 PM THRU 11/27/23 01:29 PM.

RENT CONTINUES UNTIL YOU CALL 469-460-6389 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
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Trench Box Setup #3- On Rent Sept 21, 2023

SUNSTATE Equipment Co.

BRANCH LOCATION
TRDFW
469-460-6389
AFTER HR#:(469) 435-3696

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **11961585-003**
PO # 922001
JOB # 922001
JOB NAME: CELINA WWTP
ORDERED BY: OWEN/BRIANWA/09:00
DATE/TIME OUT: 9/21/23 8:30 AM
DATE/TIME IN: 11/27/23 1:26 PM

CUSTOMER # 31252 **PHONE#** 214-596-7300

AUSTIN BRIDGE & ROAD/DALLAS
550 AUSTIN ROAD, DEPT 107535
WAXAHACHIE, TX 75167

CONTACT: OWEN 469-662-5093
TERRITORY: 365
PROCESSED BY: RICHARDHE
DRIVER LICENSE:
LICENSE PLATE:
RETURN LOC: 705
JOB ADDRESS: 17099 CELINA RD CELINA TX 75009
DEL. INSTRUCTIONS:

NOV 29 2023

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
4	ALUMINUM-84"-144" APS ADJ SPREADER	8.00	24.00	72.00	96.00
1	LIFTING-WIRE SLING 4 LEG-5/8"X12'	18.00	54.00	162.00	54.00
1	LIFTING-WIRE SLING 4 LEG-3/8"x8'	18.00	54.00	162.00	54.00

N80

DELIVERY BY: OSVALDO

PICKUP BY: CHRIS

V# INV#
DATE AMT
CC # CELINA TAX AMT
922001- Y / N
Y / N
Y / N
Y / N
APPROVAL Rafan
APPROVAL

SUB TOTAL:	204.00
CUSTOMER PROTECTION PLAN:	** N/A **
TAX:	
TOTAL AMOUNT DUE:	**204.00**

This contract has custom rates applied.

FINAL BILL: 11/21/23 08:30 AM THRU 11/27/23 01:26 PM.

RENT CONTINUES UNTIL YOU CALL 469-460-6389 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

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Trench Box Setup #4- On Rent Oct 19, 2023

SUNSTATE Equipment Co.

BRANCH LOCATION
TRDFW
469-460-6389
AFTER HR#:(469) 435-3696

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **12033351-002**
PO # 922001
JOB # 922001
JOB NAME: CELINA WWTP
ORDERED BY: OWEN MARTIN/BRIANWA/
DATE/TIME OUT: 10/19/23 12:30 PM
DATE/TIME IN: 11/27/23 1:28 PM

CUSTOMER # 31252 **PHONE#** 214-596-7300

AUSTIN BRIDGE & ROAD/DALLAS
550 AUSTIN ROAD, DEPT 107535
WAXAHACHIE, TX 75167

CONTACT: OWEN 469-662-5093
TERRITORY: 365
PROCESSED BY: RICHARDHE
DRIVER LICENSE:
LICENSE PLATE:
RETURN LOC: 705
JOB ADDRESS: 17099 CELINA RD CELINA TX 75009
DEL. INSTRUCTIONS:

NOV 29 2023

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	RATES DAY	WEEK	4 WEEK	EXTENDED PRICE
28	ALUMINUM-2'x12' PANEL-MAPS	19.00	56.00	167.00	1568.00
4	ALUMINUM-6' CORNER POST-MAPS				N/C
4	ALUMINUM-8' CORNER POST-MAPS				N/C
1	ALUMINUM-LIFTING LUGS (SET)-MAPS				N/C
1	ALUMINUM-STACKING PINS (SET)-MAPS				N/C
120	STEEL-SPREADER BAR PIN				N/C

& 120 Maps pin keepers.
(2)12'1x8'h panels,(2)12'1x6'h panels
(14)12'x2' panels w/56 pins and keepers
to assemble the box upon delivery

DELIVERY BY: DARRYL

PICKUP BY: CHRIS

V# _____ INV# _____
DATE _____ AMT _____
CO # CODING TAX AMT.
922001- Y / N
Y / N
Y / N
Y / N
APPROVAL
APPROVAL

SUB TOTAL: 1568.00
CUSTOMER PROTECTION PLAN: ** N/A **
TAX:

This contract has custom rates applied.

FINAL BILL: 11/19/23 12:30 PM THRU 11/27/23 01:28 PM.

TOTAL AMOUNT DUE: **1568.00**

RENT CONTINUES UNTIL YOU CALL 469-460-6389 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
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Trench Box Setup #5- On Rent Oct 23, 2023

SUNSTATE Equipment Co.

BRANCH LOCATION
TRDFW
469-460-6389
AFTER HR#:(469) 435-3696

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **12041043-002**
PO # 922001
JOB # 922001
JOB NAME: CELINA WWTP
ORDERED BY: OWEN/BRIANWA/15:00
DATE/TIME OUT: 10/23/23 2:30 PM
DATE/TIME IN: 11/27/23 1:25 PM

CUSTOMER # 31252 **PHONE#** 214-596-7300

AUSTIN BRIDGE & ROAD/DALLAS
550 AUSTIN ROAD, DEPT 107535
WAXAHACHIE, TX 75167

CONTACT: OWEN 469-662-5093
TERRITORY: 365
PROCESSED BY: RICHARDHE
DRIVER LICENSE:
LICENSE PLATE:
RETURN LOC: 705
JOB ADDRESS: 17099 CELINA RD CELINA TX 75009
DEL. INSTRUCTIONS:

NOV 29 2023

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

PAGE: 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
8	SHORING-4'x8' FINN FORM	10.00	18.75	56.25	150.00
1	SHORING-PUMP CAN-PLASTIC	25.00	52.50	157.50	50.00
1	SHORING-48" REMOVAL HOOK	5.00	11.25	33.75	10.00
1	SHORING-48" RELEASE TOOL	10.00	15.00	45.00	15.00
4	SHORING-KIT SHORE 7'-55	30.00	60.00	180.00	240.00
	DELIVERY BY: QUINCY				
	PICKUP CHARGE PICKUP BY: CHRIS				195.00

D&O

V# _____ INV# _____
DATE _____ AMT _____
CO # CODING _____ TAX AMT.
922001- _____ Y / N
_____ Y / N
_____ Y / N
_____ Y / N
APPROVAL _____
APPROVAL _____

SUB TOTAL: 660.00
CUSTOMER PROTECTION PLAN: ** N/A **
TAX:

This contract has custom rates applied.

FINAL BILL: 11/23/23 02:30 PM THRU 11/27/23 01:25 PM.

TOTAL AMOUNT DUE: **660.00**

RENT CONTINUES UNTIL YOU CALL 469-460-6389 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

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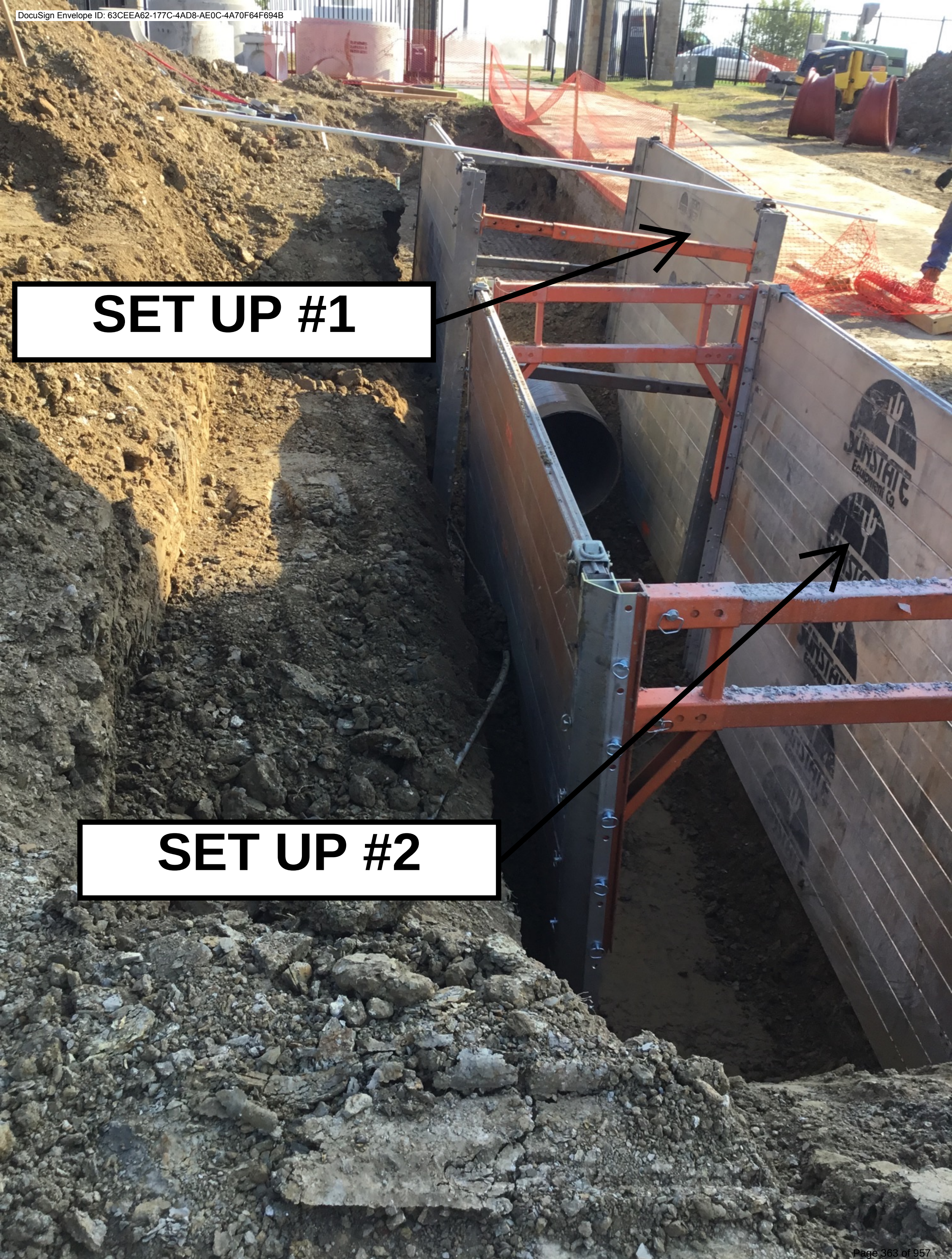

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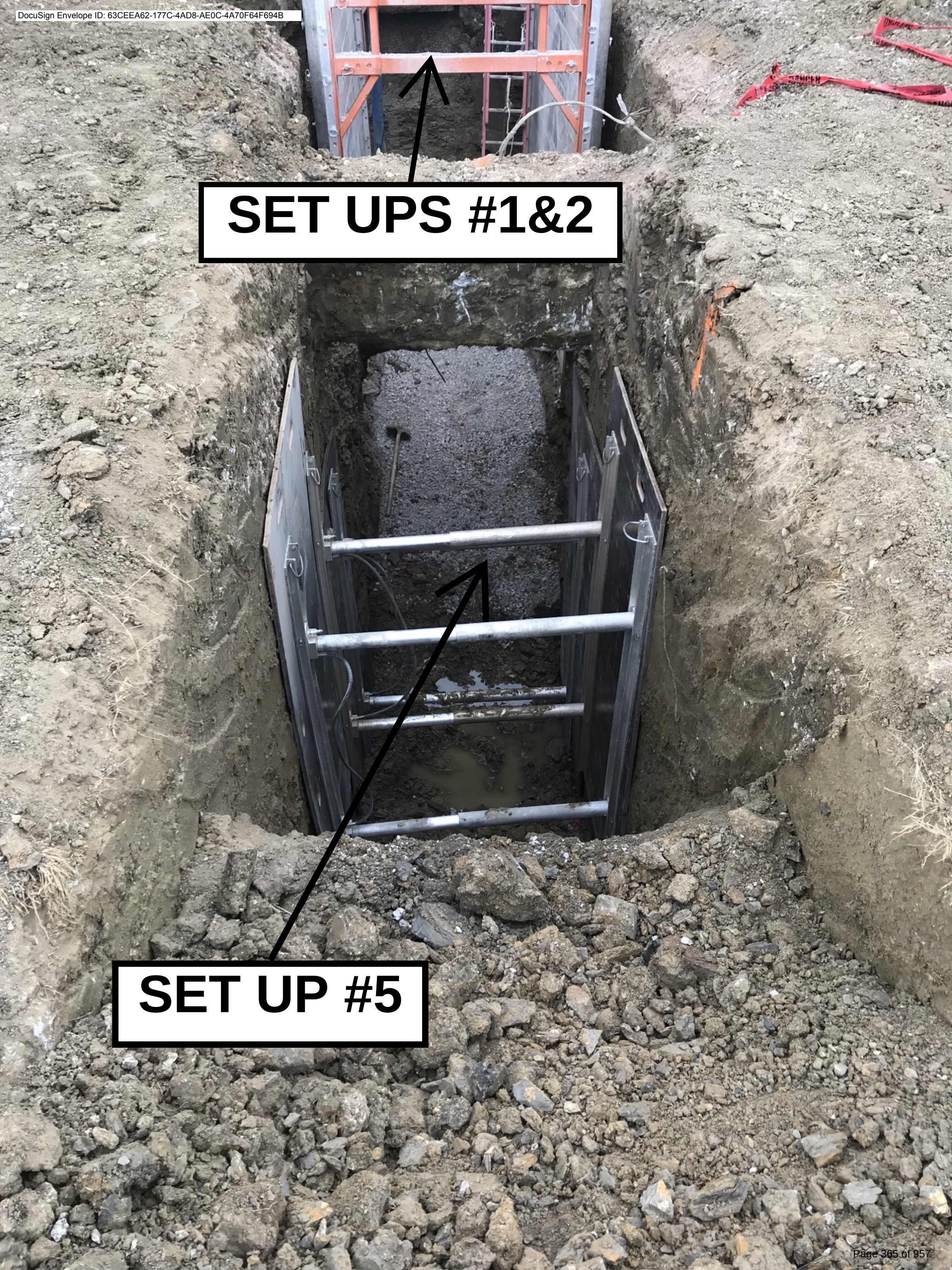
DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B



DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

SET UP #5
(under road plate and crane mat)

SET UPS #1&2

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

Austin Infrastructure

1199 S. Belt Line Road, Suite 110
Coppell, TX 75019
Phone: (214) 596-7300
Fax: (214) 596-7396

May 17, 2024

Garver Engineers
3010 Gaylord Parkway, Suite 190
Frisco, TX 75034

Attn: Ms. Beatriz Dongell, P.E.

Celina PS Improvements-Phase 3: PCM #13B Revised Changes & Interferences with 36" W1

Ms. Dongell,

The Contractor has reviewed your latest change proposal comments and addressed/further expanded those comments below. Please reference your email correspondence of March 11, 2024.

OVERTIME & STANDARD TIME CALCULATIONS

Engineer's Comment:

"You mentioned OT was removed but the rate was increased from $1,056 standard to $1,320 (pretty much includes the OT back). Request to change rate to $1,056 on all items."

Contractor's Response:

The original cost proposal reflected a typical 10-hour crew day consisting of 8 hours of standard time ($1,056) and 2 hours of overtime ($396) for a total daily cost of ($1,452). As agreed previously, all overtime rates have been deleted and replaced with standard rates. The typical crew day now reflects 10 hours of standard time ($1,320) only; no overtime. The crew worked 10-hour days during these operations.

ITEM A- RELOCATE CONDUIT TO OUTSIDE OF PIPE ALIGNMENT ONLY TO FIND IT ABANDONED AND LEFT IN PLACE. NOT LOCATED DURING INITIAL SITE POTHOLING

Engineer's Comment:

"Why was the conduit not tested prior to doing the work? Could it not been tested and determined it was abandoned prior to relocating?"

Contractor's Response:

Testing of the conduit was performed prior to performing the work with a handheld utility voltage detector. It indicated that there was no current within the conduit *at that time*. It would not however detect current if the circuit was turned off, or if the circuit was a lighting circuit that

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was not energized or activated by a timer or photocell, or if the circuit was low voltage controls (there was a new camera pole, gate card reader, and gate operator in the vicinity).

Summary:
In the spirit of partnering and a willingness to resolve this change pricing, the Contractor agrees to relinquish all costs associated with this item.

ITEM B- CHIP STRUCTURAL CONCRETE PIPE CRADLE AT EXISTING TIE-IN LOCATION; HANDWORK AROUND LIVE LINE AND EXISTING VALVE.

Engineer's Comment:
"Can agree to only pay for the equipment that was used on this piece. A trench box would've been needed anyways to perform work that close to the existing pipeline. The City will compromise in accepting one setup."

Contractor's Response:
There appears to still be some confusion with regards to the crew's equipment makeup. **All** machinery and rented specialties (trench boxes, shields, rigging) on site at that time were dedicated for the sole use of the pipe installation crew. There were no other operations occurring concurrently on site for which that equipment could be used during idle periods.

So while concrete was being chipped, or while the grounding grid was being unearthed and relocated by hand, or while additional shoring was being installed at the unidentified duct bank, all of the crew's equipment was still on rent. Regardless of whether the equipment was being utilized effectively, inefficiently, or was idle, Austin Infrastructure still had to pay rent and maintenance on the machinery. The only other option would have been to release the equipment, pay to demobilize it off site, and pay to remobilize it back to the site once the impact had passed versus parking the equipment on site and maintaining the cheaper weekly or monthly rental rates (which are the rates included in the cost pricing).

Finally with regards to the equipment utilization at this specific ITEM B, the Owner and Engineer should be reminded that while the crew was chipping concrete, equipment was still being used to support the activity. The loader hauled concrete and dirt spoils from the work area to the laydown yard, and brought bedding materials, pumps, generators, etc back to the work area. The excavator installed, bedded and drug the shields, etc. While the utilization was not effective, equipment was being used.

With regards to the trench boxes and shields, additional clarification is hereby provided. Typically for buried pipe that is 18lf to 20lf in length, a 24-foot-long trench box is used. Due to limited site access, weight concerns with hoisting and dragging the longer trench box, and multiple changes in direction/crossing utilities, it was decided that a 10lf aluminum trench box and 14lf aluminum trench box would be used in lieu of one large, heavy, steel trench box (see attached photos). Aside from the other benefits mentioned previously, using two shorter boxes gives the installer the ability to "leapfrog" the trench boxes without having to drag one large box and risk existing bank settlement or failure.

What the Contractor has called "Set Up #1" is actually the 10' trench box, "Set Up #2" is the 14' trench box, "Set Up #3" is the OSHA required rigging to hoist and drag the boxes (typical chains

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and slings cannot be used), "Set Up #4" is the additional shoring required at the meter vault, and "Set Up #5" is the additional shoring needed to support the unidentified duct bank.

Given this further explanation of the trench box "set ups", the Engineer's acknowledgment that a trench box would have been needed substantiates the Contractor's pricing. "Set Ups" 1, 2, and 3 are the equivalent of a single, 24' typical trench box.

Summary:
The Contractor does not believe that any further changes or reductions can be made at this issue.

ITEM C- MULTIPLE ENCOUNTERS OVER MANY DIFFERENT WORKING DAYS WITH GROUNDING GRID, GROUNDING CABLES, TEST WELLS AND RANDOM ELECTRICAL. SOME ITEMS ABANDONED, SOME ITEMS ASSUMED CURRENT, AND NONE ARE SHOWN ON DOCUMENTS.

Engineer's Comment:
"Really don't know the turn of events on what occurred here since there was no RFI and there is no date associated, however, the city can agree to pay for some of this labor and some of the equipment. One trench box setup for this piece only."

Contractor's Response:
See ITEM B above for clarifications regarding equipment utilization and trench boxes/shields. Idle equipment is more cost effective than releasing and remobilizing for short term durations. And as clarified above, "Set Ups 1-3" are the equivalent of one typical trench box.

Summary:
In the spirit of partnering and a willingness to resolve this change pricing, the Contractor has reduced the total days of impact from three to two days.

ITEM D- FOUND SECOND, DEEPER DUCTBANK RUNNING PARALLEL TO ONE SHOWN IN DRAWINGS AND LOCATED DURING INITIAL SITE POTHOLING. THE SECOND DUCTBANK REQUIRED ADDITIONAL SHORING AND MUCH HANDWORK AS ITS PROXIMATY TO THE UPPER DUCT PROHIBITED USE OF EXCAVATOR OR BACKHOE.

Engineer's Comment:
"City can agree to pay for some of the labor and one trench box setup related to this timeframe."

Contractor's Response:
See ITEM B above for clarifications regarding equipment utilization and trench boxes/shields. Idle equipment is more cost effective than releasing and remobilizing for short term durations. And as clarified above, "Set Ups 1-3" are the equivalent of one typical trench box. These were installed concurrently with "Set Up #5". As stated previously above, all of the crew's equipment was still on rent. Regardless of whether the equipment was being utilized effectively, inefficiently, or was idle, Austin Infrastructure still had to pay rent and maintenance on the machinery.

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Summary:
In the spirit of partnering and a willingness to resolve this change pricing, the Contractor has removed the shoring "Set Up #4" from the change pricing; no further changes or reductions to the equipment or other trench boxes can be made at this issue.

ITEM E- WORK AREA FLOODED AND IMPACTED BY 30" WATER MAIN BREAK AT SOUTH END (HIGHER END) OF SITE. TIME SPENT BUILDING BERMS, DEWATERING, DEMUCKING, AND REPAIRING AREAS THAT SLOUGHED OFF DURING INITIAL FLOODING OF PIPE TRENCH.

Engineer's Comment:
"Since there was a water break, the city can agree to pay all of these costs."

Contractor's Response:
Acknowledged. Thank you.

ITEM F- RFI #38 DELETED STEEL ENCASEMENT OF 6" SEWER. REPLACED WITH FLOWABLE FILL. DELETED MATERIALS TRANSFERRED TO THE CITY. LABOR IS LOST TIME WAITING TO GET ON BOOKS WITH CONCRETE DISPATCH AND HALF DAY WAITING FOR FLOWABLE FILL TO CURE BEFORE STARTING BACKFILL OPERATION; PLACEMENT OF THE FLOWABLE FILL IS A WASH WITH THE ORIGINAL LABOR.

Engineer's Comment:
"The city does not want to pay for idle crew and equipment to wait for concrete. Will only agree to pay for the flowable fill."

Contractor's Response:
After further review of supporting emails and correspondence notifying the City and the Engineer of the urgency with which a solution to this conflict was needed, the Contractor believes clear and proper notification was provided.

The conflict was identified on 11/04/2023. Notice was sent via both email and RFI that same day. That initial email clearly stated that the Contractor was at risk of standby time if a quick and timely response was not provided. No response was provided by the City or Engineer so the Contractor provided a follow up email on 11/07/2023 (see attached email string). Then RFI (RFI #38) was responded to on 11/08/2023.

Summary:
Since the Contractor believes proper notice was provided, it has restored the pricing back to the original 2.5 crew days of standby. Had a solution been provided on the 6th versus the 8th, standby time could have been avoided.

Based on the changes discussed and agreed to above, the Contractor respectfully submits the following revised cost proposal associated with multiple changes in condition and interferences incurred while installing the 36" W1. The revised cost associated with these inefficiencies, lost time, and changes in condition is: Sixty-nine thousand, One hundred fifty-four dollars and No cents ($69,154.00). A total of eighteen (18) calendar days are still requested with this change.

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

Pursuant to Standard General Condition Article 10.05.C, the Contractor reserves its right to recover additional time and costs should an agreement not be reached within (30) calendar days of this proposal.

If you have any questions or require additional information, please do not hesitate to contact myself.

Sincerely

David Teel

David Teel
Senior Estimator
Austin Infrastructure

DWT/dwt

Cc: Linda Majeed- City of Celina
Riley Teague- Garver Engineers
James Vines- Austin Bridge & Road

Austin Infrastructure

PCM #13B- Changes in Condition and Interferences Encountered During 36" W1 Laying Operation (Revised with changes from Garver email of 3/11/2024)

DESCRIPTION		QTY	UOM	< MANUAL INPUT UNIT/CREW COST > LBR-SLRY	LBR-HRLY	MTL/ OTHER	EQM	SUB	<---------- TOTAL COST ----------> LBR-SLRY	LBR-HRLY	MTL	EQM	SUB	LINE TOTAL
(2 Days) 9/18-9/19: RELOCATE CONDUIT TO OUTSIDE OF PIPE ALIGNMENT ONLY TO FIND IT ABANDONED AND LEFT IN PLACE. NOT LOCATED DURING INITIAL SITE POTHOLING														
LABOR	Pipe Crew (10-Hour Day @ Standard Time)	0.0	Crew Day		$ 1,320.00				$ -	$ -	$ -	$ -	$ -	$ -
Typ Pipe Crew: 1-Op @ $32/ea, 1-L @ $25/ea, 1-PL @ $30/ea, 1-F @ $45/ea									$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
MATERIAL	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	John Deer 310 Rubber Tire Backhoe	0.0	day				$ 106.11		$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	Walk Behind Double Roller Compactor	0.0	day				$ 111.37		$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	Foreman's Truck	0.0	day				$ 49.37		$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
SUB	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
(4 Days) 9/20-9/25: CHIP STRUCTURAL CONCRETE PIPE CRADLE AT EXISTING TIE-IN LOCATION; HANDWORK AROUND LIVE LINE AND EXISTING VALVE.														
LABOR	Pipe Crew (10-Hour Day @ Standard Time)	4.0	Crew Day		$ 1,320.00				$ -	$ 5,280.00	$ -	$ -	$ -	$ 5,280.00
Typ Pipe Crew: 1-Op @ $32/ea, 1-L @ $25/ea, 1-PL @ $30/ea, 1-F @ $45/ea									$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
MATERIAL	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	Rivet Busters	4.0	day				$ 153.50		$ -	$ -	$ -	$ 614.00	$ -	$ 614.00
EQUIPMENT	Air Compressor	4.0	day				$ 51.50		$ -	$ -	$ -	$ 206.00	$ -	$ 206.00
EQUIPMENT	John Deere 350 Excavator	4.0	day				$ 451.43		$ -	$ -	$ -	$ 1,805.71	$ -	$ 1,805.71
EQUIPMENT	Case 721G Wheeled Loader	4.0	day				$ 357.03		$ -	$ -	$ -	$ 1,428.11	$ -	$ 1,428.11
EQUIPMENT	Walk Behind Double Roller Compactor	4.0	day				$ 111.37		$ -	$ -	$ -	$ 445.49	$ -	$ 445.49
EQUIPMENT	Foreman's Truck	4.0	day				$ 49.37		$ -	$ -	$ -	$ 197.49	$ -	$ 197.49
EQUIPMENT	10' Trench Box & Shoring Setup #1 (rec'd 9/19)	4.0	day				$ 147.23		$ -	$ -	$ -	$ 588.90	$ -	$ 588.90
EQUIPMENT	14' Trench Box & Shoring Setup #2 (rec'd 9/20)	4.0	day				$ 157.55		$ -	$ -	$ -	$ 630.19	$ -	$ 630.19
EQUIPMENT	Trench Box Rigging Setup #3 (rec'd 9/21)	3.0	day				$ 42.21		$ -	$ -	$ -	$ 126.62	$ -	$ 126.62
									$ -	$ -	$ -	$ -	$ -	$ -
SUB	Haul off Concrete Rubble	1.0	load					$ 125.00	$ -	$ -	$ -	$ -	$ 125.00	$ 125.00
									$ -	$ -	$ -	$ -	$ -	$ -
(3 Days)- MULTIPLE ENCOUNTERS OVER MANY DIFFERENT WORKING DAYS WITH GROUNDING GRID, GROUNDING CABLES, TEST WELLS AND RANDOM ELECTRICAL. SOME ITEMS ABANDONED, SOME ITEMS ASSUMED CURRENT, AND NONE ARE SHOWN ON DOCUMENTS.														
LABOR	Pipe Crew (10-Hour Day @ Standard Time)	2.0	Crew Day		$ 1,320.00				$ -	$ 2,640.00	$ -	$ -	$ -	$ 2,640.00
Typ Pipe Crew: 1-Op @ $32/ea, 1-L @ $25/ea, 1-PL @ $30/ea, 1-F @ $45/ea									$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
MATERIAL	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	John Deere 350 Excavator	2.0	day				$ 451.43		$ -	$ -	$ -	$ 902.86	$ -	$ 902.86
EQUIPMENT	Case 721G Wheeled Loader	2.0	day				$ 357.03		$ -	$ -	$ -	$ 714.06	$ -	$ 714.06
EQUIPMENT	John Deer 310 Rubber Tire Backhoe	2.0	day				$ 106.11		$ -	$ -	$ -	$ 212.23	$ -	$ 212.23
EQUIPMENT	Walk Behind Double Roller Compactor	2.0	day				$ 111.37		$ -	$ -	$ -	$ 222.74	$ -	$ 222.74
EQUIPMENT	Foreman's Truck	2.0	day				$ 49.37		$ -	$ -	$ -	$ 98.74	$ -	$ 98.74
EQUIPMENT	10' Trench Box & Shoring Setup #1 (rec'd 9/19)	2.0	day				$ 147.23		$ -	$ -	$ -	$ 294.45	$ -	$ 294.45
EQUIPMENT	14' Trench Box & Shoring Setup #2 (rec'd 9/20)	2.0	day				$ 157.55		$ -	$ -	$ -	$ 315.10	$ -	$ 315.10
EQUIPMENT	Trench Box Rigging Setup #3 (rec'd 9/21)	2.0	day				$ 42.21		$ -	$ -	$ -	$ 84.41	$ -	$ 84.41
									$ -	$ -	$ -	$ -	$ -	$ -
SUB	None								$ -	$ -	$ -	$ -	$ -	$ -

DESCRIPTION		QTY	UOM	< MANUAL INPUT UNIT/CREW COST >					<---------- TOTAL COST ---------->					
				LBR-SLRY	LBR-HRLY	MTL/ OTHER	EQM	SUB	LBR-SLRY	LBR-HRLY	MTL	EQM	SUB	LINE TOTAL
									$ -	$ -	$ -	$ -	$ -	$ -
(3 days) 10/23-10/25: FOUND SECOND, DEEPER DUCTBANK RUNNING PARALLEL TO ONE SHOWN IN DRAWINGS AND LOCATED DURING INITIAL SITE POTHOLING. THE SECOND DUCTBANK REQUIRED ADDITIONAL SHORING AND MUCH HANDWORK AS ITS PROXIMATY TO THE UPPER DUCT PROHIBITED USE OF EXCAVATOR OR BACKHOE.														
LABOR	Pipe Crew (10-Hour Day @ Standard Time)	3.0	Crew Day		$ 1,320.00				$ -	$ 3,960.00	$ -	$ -	$ -	$ 3,960.00
Typ Pipe Crew: 1-Op @ $32/ea, 1-L @ $25/ea, 1-PL @ $30/ea, 1-F @ $45/ea									$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
MATERIAL	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	John Deere 350 Excavator	3.0	day				$ 451.43		$ -	$ -	$ -	$ 1,354.29	$ -	$ 1,354.29
EQUIPMENT	Case 721G Wheeled Loader	3.0	day				$ 357.03		$ -	$ -	$ -	$ 1,071.09	$ -	$ 1,071.09
EQUIPMENT	Walk Behind Double Roller Compactor	3.0	day				$ 111.37		$ -	$ -	$ -	$ 334.11	$ -	$ 334.11
EQUIPMENT	Foreman's Truck	3.0	day				$ 49.37		$ -	$ -	$ -	$ 148.11	$ -	$ 148.11
EQUIPMENT	10' Trench Box & Shoring Setup #1 (rec'd 9/19)	3.0	day				$ 147.23		$ -	$ -	$ -	$ 441.68	$ -	$ 441.68
EQUIPMENT	14' Trench Box & Shoring Setup #2 (rec'd 9/20)	3.0	day				$ 157.55		$ -	$ -	$ -	$ 472.65	$ -	$ 472.65
EQUIPMENT	Trench Box Rigging Setup #3 (rec'd 9/21)	3.0	day				$ 42.21		$ -	$ -	$ -	$ 126.62	$ -	$ 126.62
EQUIPMENT	Trench Box & Shoring Setup #4 (rec'd 10/19 for Meter MH)	0.0	day				$ 368.94		$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	Trench Box & Shoring Setup #5 (rec'd 10/23) for Ductbank	3.0	day				$ 109.41		$ -	$ -	$ -	$ 328.24	$ -	$ 328.24
									$ -	$ -	$ -	$ -	$ -	$ -
SUB	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
(3 Days) 10/31-11/2: WORK AREA FLOODED AND IMPACTED BY 30" WATER MAIN BREAK AT SOUTH END (HIGHER END) OF SITE. TIME SPENT BUILDING BERMS, DEWATERING, DEMUCKING, AND REPAIRING AREAS THAT SLOUGHED OFF DURING INITIAL FLOODING OF PIPE TRENCH.														
LABOR	Pipe Crew (10-Hour Day @ Standard Time)	3.0	Crew Day		$ 1,320.00				$ -	$ 3,960.00	$ -	$ -	$ -	$ 3,960.00
Typ Pipe Crew: 1-Op @ $32/ea, 1-L @ $25/ea, 1-PL @ $30/ea, 1-F @ $45/ea									$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
MATERIAL	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	John Deere 350 Excavator	3.0	day				$ 451.43		$ -	$ -	$ -	$ 1,354.29	$ -	$ 1,354.29
EQUIPMENT	Case 721G Wheeled Loader	3.0	day				$ 357.03		$ -	$ -	$ -	$ 1,071.09	$ -	$ 1,071.09
EQUIPMENT	John Deer 310 Rubber Tire Backhoe	3.0	day				$ 106.11		$ -	$ -	$ -	$ 318.34	$ -	$ 318.34
EQUIPMENT	Walk Behind Double Roller Compactor	3.0	day				$ 111.37		$ -	$ -	$ -	$ 334.11	$ -	$ 334.11
EQUIPMENT	Foreman's Truck	3.0	day				$ 49.37		$ -	$ -	$ -	$ 148.11	$ -	$ 148.11
EQUIPMENT	10' Trench Box & Shoring Setup #1 (rec'd 9/19)	3.0	day				$ 147.23		$ -	$ -	$ -	$ 441.68	$ -	$ 441.68
EQUIPMENT	14' Trench Box & Shoring Setup #2 (rec'd 9/20)	3.0	day				$ 157.55		$ -	$ -	$ -	$ 472.65	$ -	$ 472.65
EQUIPMENT	Trench Box Rigging Setup #3 (rec'd 9/21)	3.0	day				$ 42.21		$ -	$ -	$ -	$ 126.62	$ -	$ 126.62
EQUIPMENT	Trench Box & Shoring Setup #4 (rec'd 10/19 for Meter MH)	3.0	day				$ 368.94		$ -	$ -	$ -	$ 1,106.82	$ -	$ 1,106.82
EQUIPMENT	Trench Box & Shoring Setup #5 (rec'd 10/23) for Ductbank	3.0	day				$ 109.41		$ -	$ -	$ -	$ 328.24	$ -	$ 328.24
									$ -	$ -	$ -	$ -	$ -	$ -
SUB	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
(2.5 Days)- RFI #38 DELETED STEEL ENCASEMENT OF 6" SEWER. REPLACED WITH FLOWABLE FILL. DELETED MATERIALS TRANSFERRED TO THE CITY. LABOR IS LOST TIME WAITING TO GET ON BOOKS WITH CONCRETE DISPATCH AND HALF DAY WAITING FOR FLOWABLE FILL TO CURE BEFORE STARTING BACKFILL OPERATION; PLACEMENT OF THE FLOWABLE FILL IS A WASH WITH THE ORIGINAL LABOR.														
LABOR	Pipe Crew (10-Hour Day @ Standard Time)	2.5	Crew Day		$ 1,320.00				$ -	$ 3,300.00	$ -	$ -	$ -	$ 3,300.00
Typ Pipe Crew: 1-Op @ $32/ea, 1-L @ $25/ea, 1-PL @ $30/ea, 1-F @ $45/ea									$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -
MATERIAL	Flowable Fill (6CY) and Environ Fee	1.0	ls			$ 835.00			$ -	$ -	$ 835.00	$ -	$ -	$ 835.00
									$ -	$ -	$ -	$ -	$ -	$ -
EQUIPMENT	John Deere 350 Excavator	2.5	day				$ 451.43		$ -	$ -	$ -	$ 1,128.57	$ -	$ 1,128.57
EQUIPMENT	Case 721G Wheeled Loader	2.5	day				$ 357.03		$ -	$ -	$ -	$ 892.57	$ -	$ 892.57
EQUIPMENT	Walk Behind Double Roller Compactor	2.5	day				$ 111.37		$ -	$ -	$ -	$ 278.43	$ -	$ 278.43
EQUIPMENT	Foreman's Truck	2.5	day				$ 49.37		$ -	$ -	$ -	$ 123.43	$ -	$ 123.43
EQUIPMENT	10' Trench Box & Shoring Setup #1 (rec'd 9/19)	2.5	day				$ 147.23		$ -	$ -	$ -	$ 368.06	$ -	$ 368.06
EQUIPMENT	14' Trench Box & Shoring Setup #2 (rec'd 9/20)	2.5	day				$ 157.55		$ -	$ -	$ -	$ 393.87	$ -	$ 393.87
EQUIPMENT	Trench Box Rigging Setup #3 (rec'd 9/21)	2.5	day				$ 42.21		$ -	$ -	$ -	$ 105.52	$ -	$ 105.52
EQUIPMENT	Trench Box & Shoring Setup #4 (rec'd 10/19 for Meter MH)	2.5	day				$ 368.94		$ -	$ -	$ -	$ 922.35	$ -	$ 922.35
EQUIPMENT	Trench Box & Shoring Setup #5 (rec'd 10/23) for Ductbank	2.5	day				$ 109.41		$ -	$ -	$ -	$ 273.53	$ -	$ 273.53
									$ -	$ -	$ -	$ -	$ -	$ -
SUB	None								$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -

DESCRIPTION	QTY	UOM	< MANUAL INPUT UNIT/CREW COST >					<---------- TOTAL COST ---------->					
			LBR-SLRY	LBR-HRLY	MTL/ OTHER	EQM	SUB	LBR-SLRY	LBR-HRLY	MTL	EQM	SUB	LINE TOTAL
								$ -	$ -	$ -	$ -	$ -	$ -
							SUBTOTAL:	$ -	$ 19,140.00	$ 835.00	$ 23,352.17	$ 125.00	$ 43,452.17
				FUEL, OIL, & PARTS:	15.00%	OF	$ 23,352.17 OF EQM	$ -	$ -	$ -	$ 3,502.83	$ -	$ 3,502.83
				OVERTIME FACTOR (INCLUDED ABOVE):	0.00%	OF	$ 19,140.00 OF LBR	$ -	$ -	$ -	$ -	$ -	$ -
				LABOR BURDEN(SALARY):	55.00%	OF	$ - OF LBR	$ -	$ -	$ -	$ -	$ -	$ -
				LABOR BURDEN(HOURLY):	55.00%	OF	$ 19,140.00 OF LBR	$ -	$ 10,527.00	$ -	$ -	$ -	$ 10,527.00
				TAX:	0.00%	OF	$ 835.00 OF MTL	$ -	$ -	$ -	$ -	$ -	$ -
							DIRECT COSTS:	$ -	$ 29,667.00	$ 835.00	$ 26,854.99	$ 125.00	$ 57,481.99
					Compensation	LABOR @	15.00%	$ -	$ 4,450.05	$ -	$ -	$ -	$ 4,450.05
						MATERIAL @	15.00%	$ -	$ -	$ 125.25	$ -	$ -	$ 125.25
						EQUIPMENT @	15.00%	$ -	$ -	$ -	$ 4,028.25	$ -	$ 4,028.25
						SUBCONTRACTS @	5.00%	$ -	$ -	$ -	$ -	$ 6.25	$ 6.25
						SUBTOTAL		$ -	$ 34,117.05	$ 960.25	$ 30,883.24	$ 131.25	$ 66,091.79
				SMALL TOOLS AND CONSUMABLES	5.00%	OF	$ 34,117.05 OF LBR	$ -	$ -	$ 1,705.85	$ -	$ -	$ 1,705.85
						SUBTOTAL		$ -	$ 34,117.05	$ 2,666.10	$ 30,883.24	$ 131.25	$ 67,797.64
						BOND @	2.00%	$ -	$ 682.34	$ 53.32	$ 617.66	$ 2.63	$ 1,355.95
							TOTAL COST:	$ -	$ 34,799.39	$ 2,719.42	$ 31,500.91	$ 133.88	$ 69,154.00

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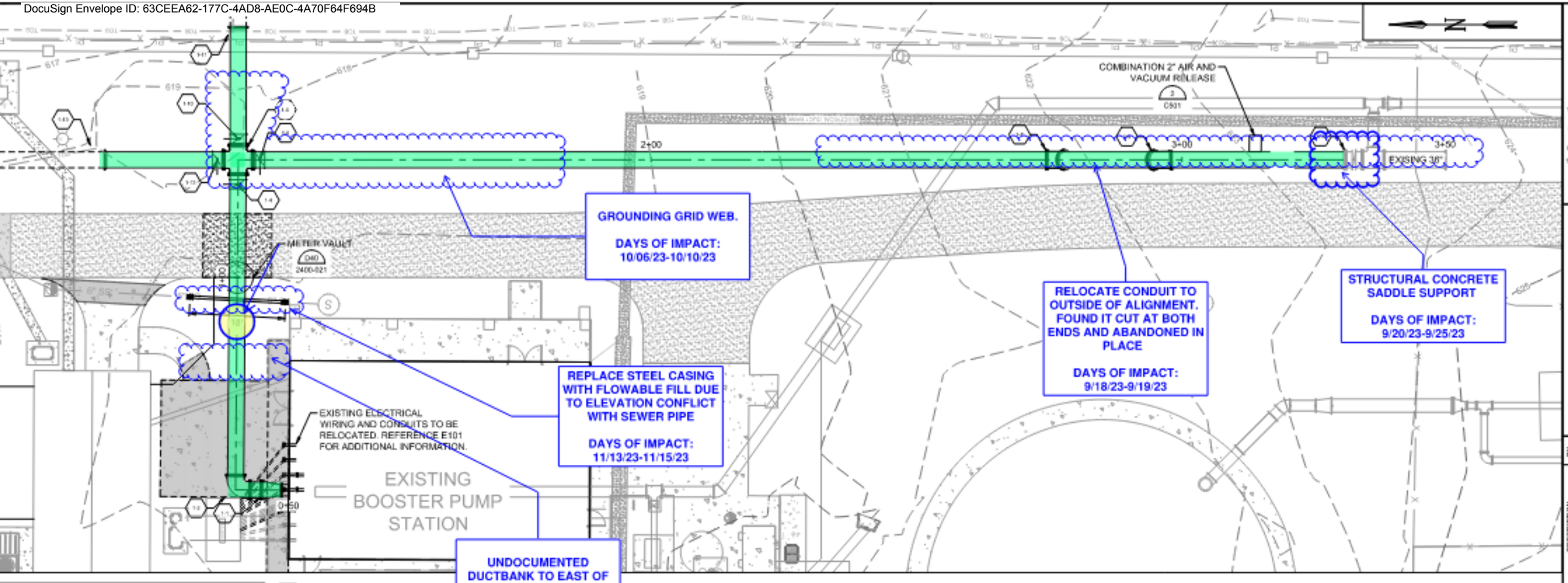


1 102 C302 36" W1 PLAN
SCALE: 1" = 10'

YARD PIPING COORDINATES

NT #	NORTHING	EASTING	CENTERLINE ELEVATION	DESCRIPTION
-2	7162933.44	2476520.09	615.08	36" 90° VERTICAL FITTING
-3	7162933.45	2476521.56	609.48	36" 90° VERTICAL FITTING
-5	7162932.95	2476582.31	609.48	36"X36" CROSS W/ RESTRAINED JOINTS AND BFV'S ATTACHED TO NORTH AND EAST PORTIONS OF THE CROSS
-7	7162778.09	2476582.32	613.57	36" 22.5° VERTICAL FITTING
-8	7162758.13	2476582.31	617.50	36" 22.5° VERTICAL FITTING
-11	7162932.93	2476606.27	612.25	36" PLUG VALVE
-13	7162958.06	2476582.31	612.54	36" PLUG VALVE
01	7162933.31	2476560.16	609.48	2" PRESSURE RELIEF VALVE
V-1	7162722.75	2476582.32	617.50	EXISTING 36" BFV
V-2	7162719.11	2476582.33	617.50	EXISTING 36" TEE

VALVE COORDINATES

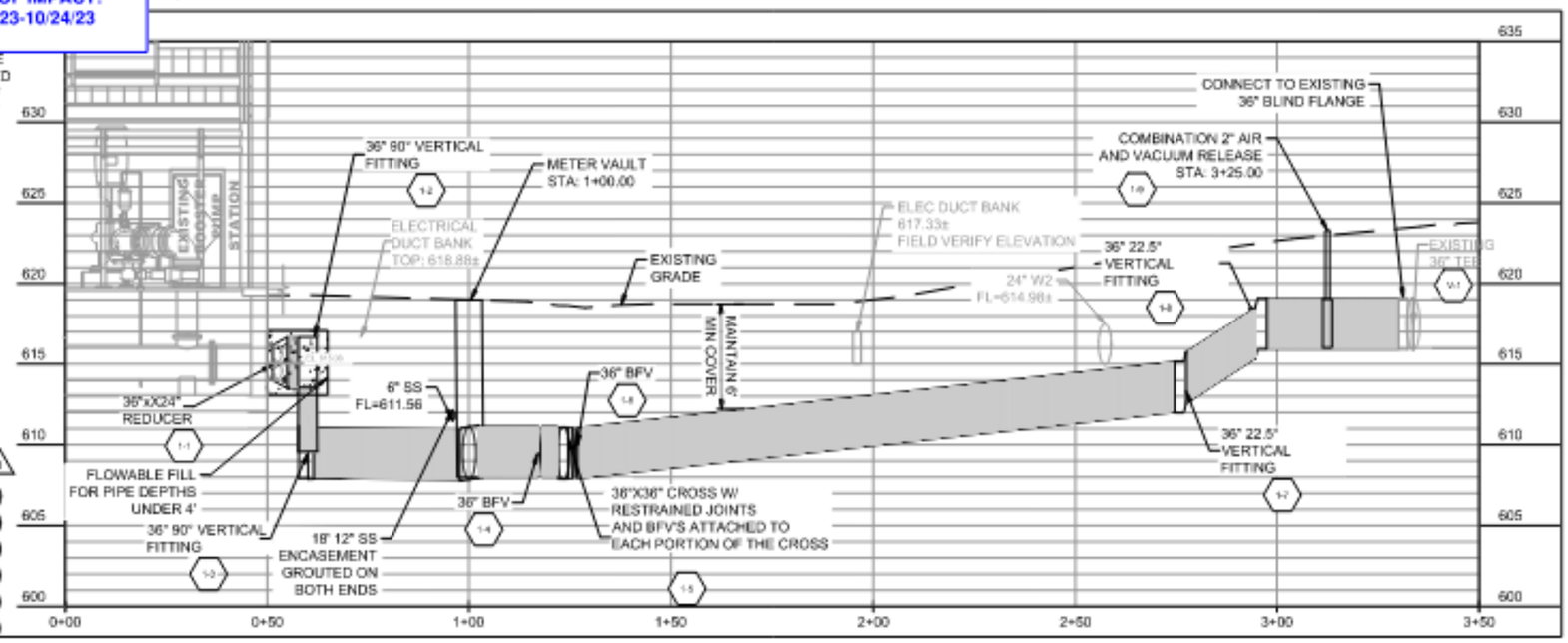
NT #	NORTHING	EASTING	CENTERLINE ELEVATION	DESCRIPTION
-4	7162932.97	2476577.71	609.57	36" BFV
-6	7162928.84	2476582.31	609.48	36" BFV
-10	7162932.95	2476586.27	611.15	36" BFV
-12	7162936.89	2476582.31	616.22	36" BFV

A PIPING KEY NOTES

(#) PIPING LAYOUT COORDINATES

NOTES:

1. EXISTING PIPING IS SHOWN BASED ON AVAILABLE RECORD DRAWINGS AND INFORMATION PROVIDED TO THE ENGINEER. CONTRACTOR SHALL REVIEW EXISTING RECORD DRAWINGS AND FIELD VERIFY LOCATIONS AND DEPTHS OF ALL PERTINENT LINES PRIOR TO CONSTRUCTION.
2. PIPING ELEVATIONS ARE FOR CONTRACTORS BENEFIT. CONTRACTOR SHALL VERIFY ELEVATIONS IN FIELD.
3. SEE D31 2323-001 FOR PIPE TRENCH, BEDDING, AND BACKFILL DETAIL.
4. SEE D003 3000-500 FOR SLAB ON GRADE CONTROL JOINTS DETAIL.
5. SEE 1 05-C501 FOR CONCRETE JOINTING DETAILS.
6. SEE CITY OF CELINA STREET DEETAILS 6 FOR HORIZONTAL THRUST AT PIPE BENDS AND VERTICAL THRUST AT AT PIPE BENDS.
7. ALL BURIED PIPING SHALL BE DIP RESTRAINED PER SPECIFICATION SECTION 40 23 39 CL-150 RESTRAINED JOINTS AND COATED WITH POLYETHYLENE ENCASEMENT. REFER TO CIVIL GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.



2 C103 C302 36" W1 PROFILE
SCALE: 1" = 20'

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REGISTRATION NO.
F-5713

STATE OF TEXAS
CHRISTOPHER D. SMITH
130412
LICENSED PROFESSIONAL ENGINEER
Digitally Signed On: 9/5/2023

BY	DESCRIPTION	DATE	REV
ALH	ADDENDUM #2	04-14-22	1

CITY OF CELINA
CELINA, TEXAS

CELINA ROAD PUMP STATION - PHASE 3

36" W2 PLAN AND PROFILE

JOB NO.: 21W05030
DATE: MARCH 2022
DESIGNED BY: MSM
DRAWN BY: ALH

IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
C302

SHEET NUMBER 14

DocuSign Envelope ID: 63CEEA62-177C-4AD8-AE0C-4A70F64F694B

PURCHASE ORDER

CITY OF CELINA
142 North Ohio St
Celina, Texas 75009
PH: (972) 382-2682

Life Connected.

PO Number: 22-00004127-R1 **Date:** 10/01/2023

Requisition #: REQ05091 **Vendor #:** 3572

ISSUED TO:
AUSTIN INDUSTRIES INC
6330 COMMERCE DR
STE 150
IRVING, TX 75063-

SHIP TO:
City of Celina
Attn:Finance
142 N OHIO STREET
CELINA, TX 75009

REMIT TO:
City of Celina
Accounts Payable
142 N. Ohio Street
Celina, TX 75009
accountspayable@celina-tx.gov

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	CELINA RD PUMP STATION PHASE 3	722-117-000-8502	W49-8502-722	0.00	917,611.20
		BID 2022-0100. APPROVED AT CITY COUNCIL 5/10/2022				
2	0	CO 1	722-117-000-8502	W49-8502-722	0.00	107,398.00
3	0	VOIDED PAYMENT 83487	722-117-000-8502	W49-8502-722	0.00	116,456.42
4	0	VOIDED PAYMENT 83905	722-117-000-8502	W49-8502-722	0.00	99,190.00
5	0	CO 4	722-117-000-8502	W49-8502-722	0.00	2,253.00
6	0	CO 5	722-117-000-8502	W49-8502-722	0.00	7,307.00
7	0	CO 6	722-117-000-8502	W49-8502-722	0.00	6,792.00
8	0	CO 7	722-117-000-8502	W49-8502-722	0.00	2,803.00
9	0	DECREASE FUNDING	722-117-000-8502	W49-8502-722	0.00	-238,372.81
10	0	CO 8	722-117-000-8502	W49-8502-722	0.00	13,188.00

Approvals:

Purchasing: _____

Requested By: RYAN QUIGLEY

SUBTOTAL:	1,034,625.81
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,034,625.81

1. City of Celina payment terms are **Net 30.**
2. PO number must appear on all packages, packing slips, and invoices. Failure to comply may result in the delay of payment.
3. All goods are shipped FOB Destination unless otherwise stated.
4. The City of Celina is not liable for payment of invoices received six (6) months after order completion and acceptance. Vendor is responsible for submitting invoices within ten (10) days of completion/acceptance.
5. A complete list of terms and conditions are available on the City's website at www.celina-tx.gov/procurement.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Beech Street Rail Road Grade Crossing Construction and Maintenance Agreement

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and BNSF Railroad Company for the reconstruction of Beech Street roadway approaches, new center medians, rail-road crossing signals and activation equipment across the BNSF right of way. (Glasgow)

Background Information:
In 2019, city staff initiated a discussion with BNSF and the Federal Railroad Administration (FRA) to discuss the criteria for a quiet zone through Downtown. In September 2021, the City of Celina filed the required notice of intent to establish quiet zones in these areas with the FRA. A total of six crossings have been identified to be improved to meet FRA criteria for a Quiet Zone. The six crossings that have been identified as part of this quiet zone are Malone Street, Beech Street, Pecan Street, Walnut Street, Elm Street, and Ash Street. The quiet zone will limit the sound of train horns after all six crossings are improved, since the railroad will not be required to automatically sound the horn at each crossing except in emergencies, for track maintenance or construction work within 25 feet of live track. The staff met with representatives from BNSF to complete the required diagnostic analysis which determines what improvements are necessary.

A preliminary Engineering Services Agreement was signed in November 2020. The required crossing improvements will be completed in phases by BNSF starting with the Beech Street crossing. BNSF will work with city staff to coordinate these improvements with the reconstruction of the adjacent roadway. Beech Street was recently reconstructed as a concrete street with a city project. BNSF will install a new concrete crossing, railroad crossing arms, raised medians, and appropriate pedestrian crossings to align with the existing concrete roadway. This

agreement will authorize the city to pay for the actual cost of the improvements and BNSF will complete the construction with their crews. The estimated total cost is $1,067,341.77.

Legal Review:
The legal staff reviewed the attached agreement.

Supporting Documents:
1. RR Signal Estimate for Beech St
2. RR Surface and Turnout Reloc Estimate for Beech St
3. Downtown Quiet Zone Map
4. ROE - Beech St
5. GCCM Agreement for Beech St
6. crossing plans for Beech Street
7. FRA Train Horn and Quiet Zone Fact Sheet
8. Beech Street consent presentation

Financial Consideration:
Funding for the proposed project will not exceed available funds. A roadway capital recovery fee will be used to fund the proposed improvements.

Staff Recommendation:
Staff recommends approval.

EXHIBIT "B"
Railroad SIGNAL Estimate for
Beech Street - DOT No. 672105T
Revised on 5/29/2024

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CELINA

LOCATION CELINA | DETAILS OF ESTIMATE | PLAN ITEM : 000347122 | VERSION : 5

PURPOSE, JUSTIFICATION AND DESCRIPTION

BEECH STREET - CELINA, TX; REPLACE CONSTANT WARNING / FLASHERS / GATES; RED RIVER DIV; MADILL SUBDIV; LS 1046; MP 673.40; DOT# 672105T; SEQ# 87935.

MONTHLY POWER UTILITY COST CENTER : 61698.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

********** SIGNAL WORK ONLY **********

THE CITY OF CELINA IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M		COST	TOTAL $
**********					
LABOR					
**********					
ELECTRICAL LABOR F/SIGNAL EQUIPMENT	108.0	MH		5,240	
INSTALL INSULATED JOINT	19.04	MH		771	
PLACE FIELD WELDS - CAP	37.95	MH		1,626	
SIGNAL FIELD - REPLACE	1324.0	MH		65,832	
SIGNAL SHOP LABOR - CAP	57.6	MH		2,807	
PAYROLL ASSOCIATED COSTS				49,850	
DA OVERHEADS				112,656	
EQUIPMENT EXPENSES				27,091	
INSURANCE EXPENSES				15,115	
TOTAL LABOR COST				280,988	280,988
**********					
MATERIAL					
**********					
INSUL JT W/PLATES-GENERIC-40 FT-BONDED FOR	2.0	EA	**	4,510	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.0	KT	**	306	
ARRESTOR, MDSA-2 XS	1.0	EA	N	805	
BATTERY, VGL-255	10.0	EA	N	2,578	
BATTERY, VGL-350	9.0	EA	N	3,030	
BELLS	2.0	EA	N	411	
BUNGALOW 8X8 W/ AC	1.0	LS	N	17,119	
BUNGALOW MATERIAL	1.0	LS	N	13,500	
CABLE, 12C/14	1500.0	FT	N	6,135	
CABLE, 2C/6 TW	1000.0	FT	N	1,730	
CABLE, 3C/2	250.0	FT	N	1,608	
CABLE, 5C/10	170.0	FT	N	385	
CABLE, 5C/6	700.0	FT	N	4,039	
CABLE, 7C/14	950.0	FT	N	2,565	
CHARGERS, 12/80 (20/40/60)	2.0	EA	N	3,262	
CONSTANT WARNING, XP4, 1TK	1.0	EA	N	17,722	
CONVERTER, 2TC	1.0	EA	N	329	
ELECTRICAL MATERIAL	1.0	LS	N	3,000	
EVENT RECORDER	1.0	EA	N	5,641	
FIELD MATERIAL	1.0	LS	N	6,645	
FILL DIRT	40.0	CY	N	1,000	
FOUNDATION	2.0	EA	N	1,572	
GATE KEEPER	2.0	EA	N	3,152	
GATE MECHANISM, S-60	2.0	EA	N	11,639	
LED LIGHT	8.0	EA	N	1,787	
RELAY	4.0	EA	N	5,381	
SHUNT, NBS	2.0	EA	N	2,003	
SURFACE ROCK	40.0	CY	N	2,000	

X-MP 673.37 - EC SWL TYP 1TK	1.0 LS N	38,728	
MATERIAL HANDLING		240	
USE TAX		13,268	
OFFLINE TRANSPORTATION		1,978	
TOTAL MATERIAL COST		178,068	178,068
**********			
OTHER			
**********			
AC POWER SERVICE	1.0 EA N	6,250	
BUNGALOW, WIRE AND TEST	1.0 LS N	6,811	
CONTRACT ENGINEERING	1.0 LS N	29,000	
CONTRACT FLAGGING/SIGNS/CONES	1.0 LS N	10,000	
DIRECTIONAL BORING	300.0 FT N	25,500	
X-MP 673.37 - AC POWER SERVICE	1.0 EA N	12,500	
X-MP 673.37 - DIRECTIONAL BORING	50.0 FT N	4,250	
TOTAL OTHER ITEMS COST		94,311	94,311
PROJECT SUBTOTAL			553,367
CONTINGENCIES			51,564
BILL PREPARATION FEE			6,050
GROSS PROJECT COST			610,981
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			610,981

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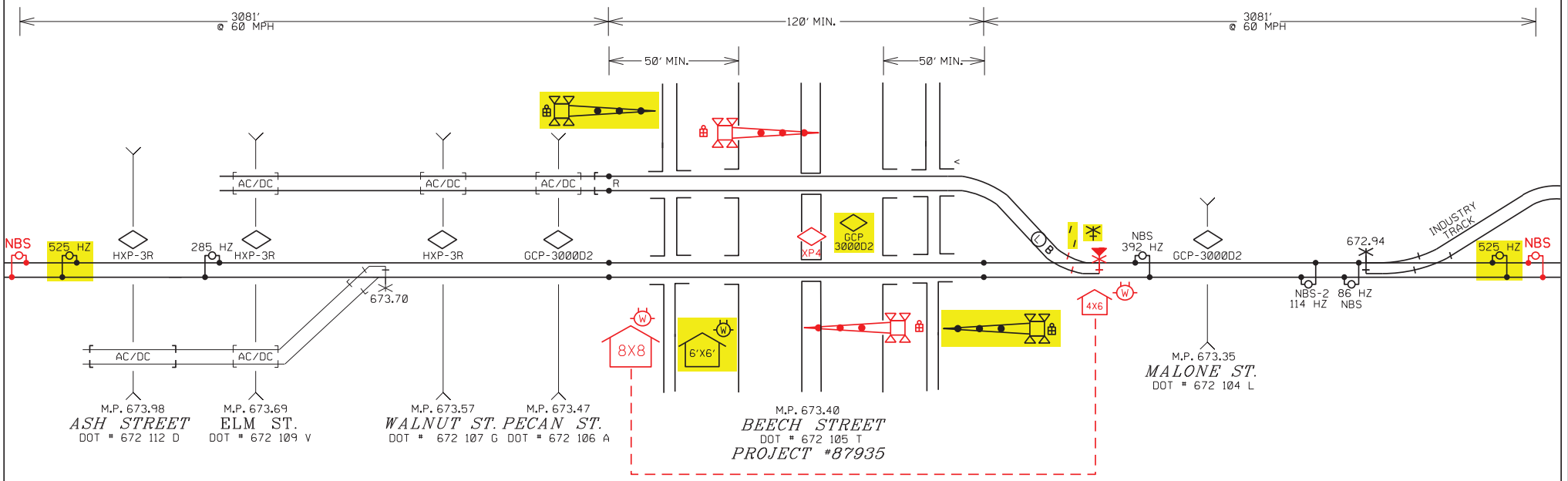
BNSF RAILWAY COMPANY



Railroad SIGNAL Estimate
Page 3 of 3

DRAWING SYMBOLS

8'X8' RAILROAD BUNGALOW	BIDIRECTIONAL CROSSING CONTROL	GATE MECHANISM	NARROW BAND SHUNT
BELL	CROSSING CONTROL CONNECTION	AC POWER METER	UNIDIRECTIONAL CROSSING CONTROL

SCOPE OF WORK

REPLACE: FLASHERS, GATES & BUNGALOW
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

GENERAL INFORMATION

LOCATION	CELINA, TX
STREET	BEECH ST.
LINE SEGMENT	1046
MILEPOST	673.40
DOT#	672 105 T
DIVISION	RED RIVER
SUBDIVISION	MADILL
OFFICE	LENEXA, KS
SCALE	NOT TO SCALE
DATE	05/29/2024
FILE	87935-STATESKETCH-.DGN
DRAW	AMW

RED = IN YELLOW = OUT

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT "B"
Railroad SURFACE & TURNOUT RELOCATION Estimate for
Beech Street - DOT No. 672105T
Revised on 6/11/2024

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CELINA

LOCATION CELINA | DETAILS OF ESTIMATE | PLAN ITEM : 915380000 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP-RDW DIV MADILL SUB LS 1046 MP 673.5-DOT# 672105T- 80% BILLABLE TO CITY OF CELINA

BNSF TO RELOCATE TURNOUT 80' TO THE NORTH & REMOVE EXISTING ROAD XINGS & INSTALL TWO NEW 64-FT CONCRETE XINGS FOR THE ROADWAY AND PROPOSED SIDEWALKS AT BEECH ST.

CITY OF CELINA TO PLACE ASPHALT ON ROADWAY APPROACHES & CONSTRUCT SIDEWALKS.

PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE FIELD WELDS - CAP	192.0	MH	7,627	
PLACE FIELD WELDS - OPER	198.36	MH	8,423	
RELOCATE TURNOUT	96.0	MH	3,611	
REMOVE PUBLIC CROSSING	96.0	MH	3,611	
REMOVE TRACK	17.55	MH	746	
REPLACE CROSS TIES - CAP	5.94	MH	237	
REPLACE PUBLIC CROSSING - TOTAL REHAB	128.0	MH	4,815	
REPLACE TRACK PANELS - CAP	70.0	MH	2,633	
SUPPORT REPLACE CROSS/SWITCH TIE - CAP	1.3	MH	55	
SURFACE TRACK - REPLACEMENT - CAP	96.0	MH	3,735	
SURFACE TRACK - REPLACEMENT - CAP	72.0	MH	2,802	
SURFACE TRACK - REPLACEMENT - OPER	156.0	MH	6,770	
UNLOAD BALLAST - REPLACEMENT - CAP	20.0	MH	753	
UNLOAD BALLAST - REPLACEMENT - OPER	18.2	MH	764	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	64.0	MH	2,408	
UNLOAD OTM - REPLACEMENT - CAP	41.6	MH	1,746	
UNLOAD TRACK PANELS - REPLACEMENT	35.0	MH	1,317	
WORK TRAIN - BALLAST - REPLACEMENT - OPER	7.0	MH	447	
PAYROLL ASSOCIATED COSTS			34,523	
DA OVERHEADS			77,477	
EQUIPMENT EXPENSES			56,729	
INSURANCE EXPENSES			10,396	
TOTAL LABOR COST			231,625	231,625
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	336.0	NT **	4,936	
BALLAST NT, SYSTEM AVERAGE COST	300.0	NT **	4,407	
WORK TRAIN FUEL - OTHER TRACK MATERIAL	270.0	GAL	927	
WORK TRAIN FUEL - CROSS TIES	7.0	GAL	25	
PANEL,TRACK;40FT;136LB;SC;10FT;PANDROL	6.0	EA **	44,124	
PANEL,TRACK;40FT;136LB;SC;10FT;PANDROL	7.0	EA **	51,478	
RAIL, TRANS,136N;132W; 40 FT; UNVRSL	8.0	EA	9,848	
RAIL, TRANS,136N;132W; 40 FT; UNVRSL	8.0	EA	9,848	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	288.0	EA **	862	
TIE 10FT,PRE-PLATED, PANDROL, 6IN, ROUND HOLE	20.0	EA **	2,942	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	24.0	KT **	1,836	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0	KT **	1,224	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	64.0	FT **	12,048	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	64.0	FT **	12,048	
XING CONC RAMP 136LB COMPLETE SET	2.0	ST **	698	
MATERIAL HANDLING			7,809	
ONLINE TRANSPORTATION			9,898	
USE TAX			12,101	
OFFLINE TRANSPORTATION			1,809	

TOTAL MATERIAL COST			188,868	188,868
**********				
OTHER				
**********				
ASPHALT UNDER CROSSING	576.0	NT	89,856	
EQUIPMENT RENTAL	1.75	DAY	2,625	
EQUIPMENT RENTAL - OPEX	2.0	DAY	7,000	
EQUIPMENT RENTAL - OPEX	2.0	DAY	7,000	
TOTAL OTHER ITEMS COST			106,481	106,481
PROJECT SUBTOTAL				526,974
CONTINGENCIES				37,830
BILL PREPARATION FEE				5,649
GROSS PROJECT COST				570,453
LESS COST PAID BY BNSF				114,093
TOTAL BILLABLE COST				456,360

EXHIBIT "B"
Railroad SIGNAL Estimate for
Beech Street - DOT No. 672105T
Revised on 5/29/2024

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**********			
OTHER			
**********			
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BUNGALOW, WIRE AND TEST	1.0 LS N	6,811	
CONTRACT ENGINEERING	1.0 LS N	29,000	
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X-MP 673.37 - AC POWER SERVICE	1.0 EA N	12,500	
X-MP 673.37 - DIRECTIONAL BORING	50.0 FT N	4,250	
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PROJECT SUBTOTAL			553,367
CONTINGENCIES			51,564
BILL PREPARATION FEE			6,050
GROSS PROJECT COST			610,981
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			610,981

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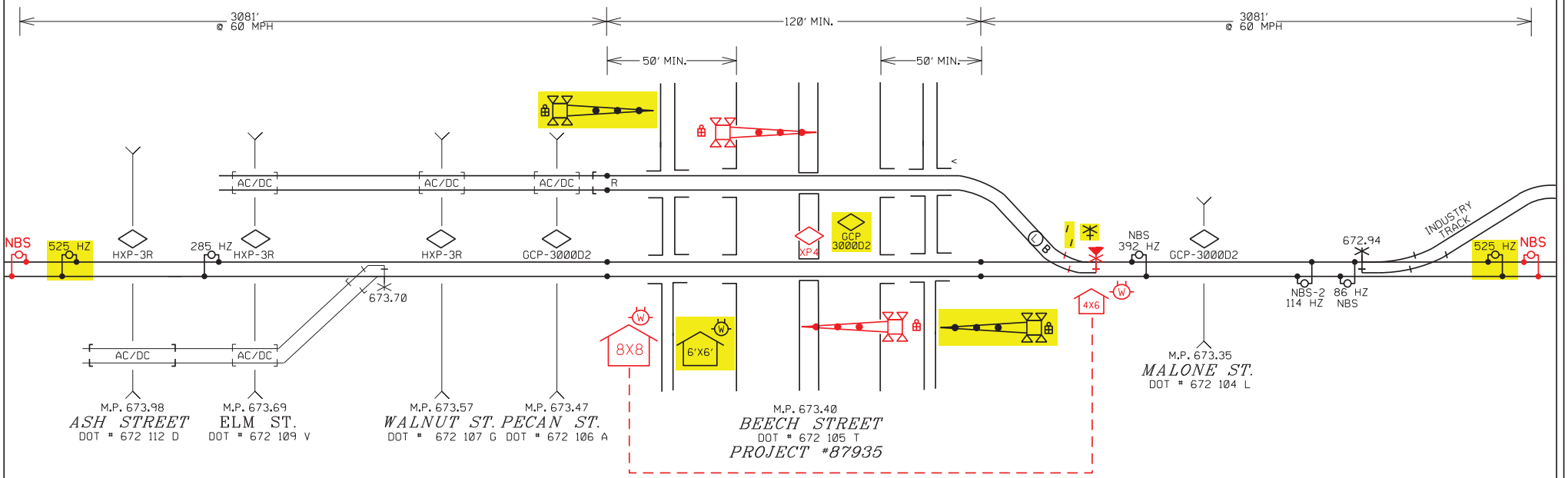
BNSF RAILWAY COMPANY



Railroad SIGNAL Estimate
Page 3 of 3

DRAWING SYMBOLS

8'X8' RAILROAD BUNGALOW	BIDIRECTIONAL CROSSING CONTROL	GATE MECHANISM	NARROW BAND SHUNT
BELL	CROSSING CONTROL CONNECTION	AC POWER METER	UNIDIRECTIONAL CROSSING CONTROL

SCOPE OF WORK

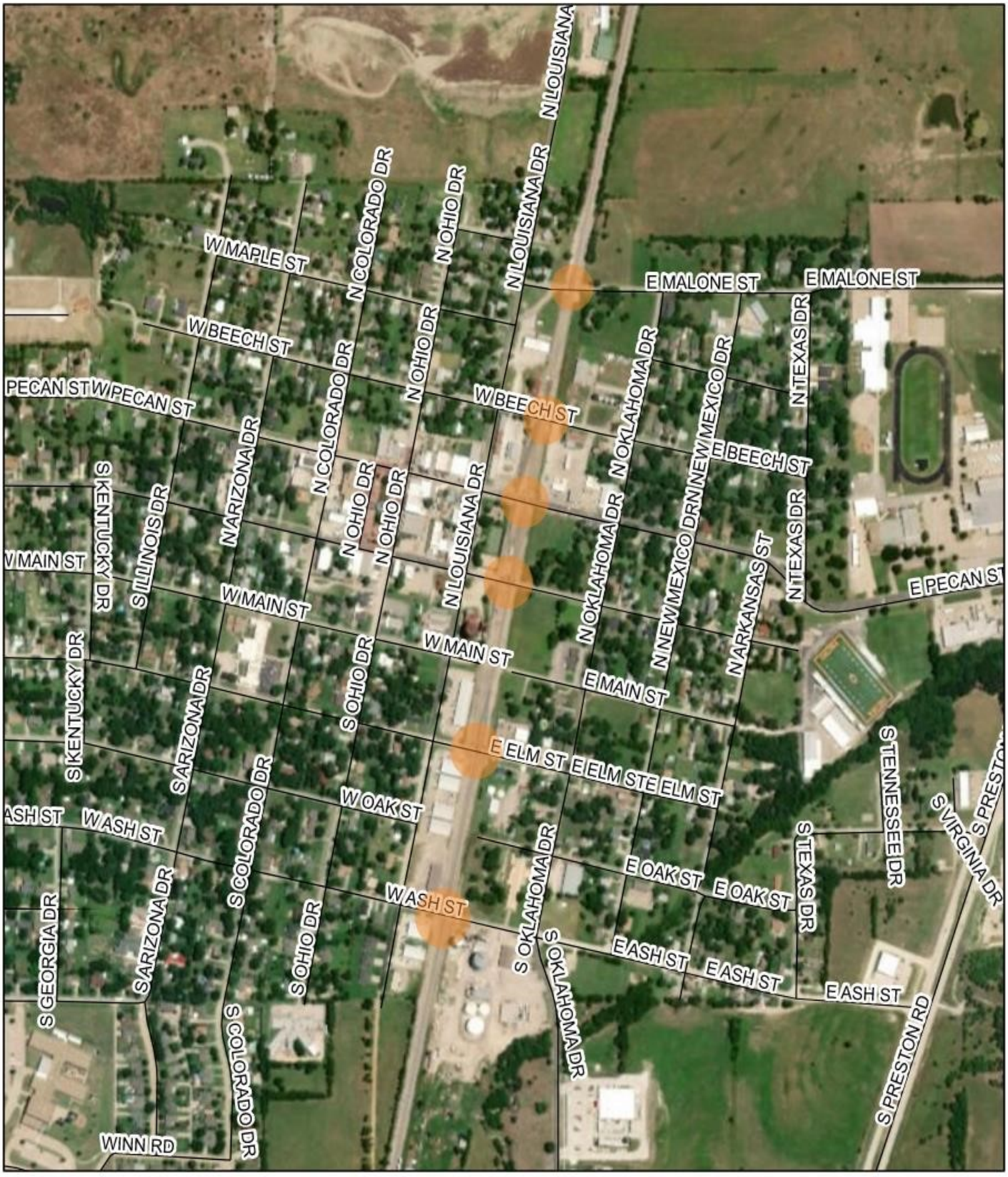
REPLACE: FLASHERS, GATES & BUNGALOW
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

GENERAL INFORMATION

LOCATION	CELINA, TX
STREET	BEECH ST.
LINE SEGMENT	1046
MILEPOST	673.40
DOT#	672 105 T
DIVISION	RED RIVER
SUBDIVISION	MADILL
OFFICE	LENEXA, KS
SCALE	NOT TO SCALE
DATE	05/29/2024
FILE	87935-STATESKETCH-.DGN
DRAW	AMW

RED = IN YELLOW = OUT

Downtown Quiet Zone



3/12/2019, 5:36:45 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Mutual Boundary Agreement

Aubrey

Gunter

McKinney

Pilot Point

Prosper

Weston

Roads

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Web AppBuilder for ArcGIS

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Esri, HERE | User should include a credit reference to NCTCOG, Inc and

Contract Number: BF-_____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction and widening of the roadway approaches, sidewalk approaches, concrete medians, and concrete curbing at BEECH STREET – DOT No. 672105T located at railroad milepost 673.500 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046, in Celina, Texas in Collin County.

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop

construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Andy Glasgow
Director of Engineering
142 N. Ohio Street
Celina, TX 75009
Email: AGlasgow@celina-tx.gov

E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

F. The Contractor must notify City of Celina Director of Engineering (Andy Glasgow) at Office # 972-382-2682 and E-Mail: AGlasgow@celina-tx.gov and Railway's Manager Public Projects (Tim Huya) at Office # 817-352-2902 and E-Mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file 672105T & Contract No. _____.

G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor

must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Division Engineer **Jason Paquette at (651) 318-7085** and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Celina, Texas** and must not be undertaken until approved in writing by the Railway, and until the **City of Celina, Texas** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Celina, Texas** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and

other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.erailsafe.com**, in addition to any other applicable regulatory requirements.

ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized

identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give Railway's **Roadmaster** Adam Schildhammer at Mobile # 817-269-8580 or email Adam.Schildhammer @bnsf.com a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

i) **FOR THIS PROJECT, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail: BNSFinfo@railpros.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.**

B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

i) When, upon inspection by Railway's Representative, other conditions warrant.

ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

iii) When work in any way interferes with the safe operation of trains at timetable speeds.

iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR (contractor name _____)**. The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately $1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

iv) The average train traffic on this route is 12 freight trains per 24-hour period at a timetable speed 40 MPH and 0 passenger trains at a timetable speed of n/a MPH.

6) Contractor General Safety Requirements

A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by

contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment

requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within

the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (Adam Schildhammer) at 817-269-8580 and BNSF's Signal Supervisor (Andy Bass) at 817-881-3609.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) Hazardous Waste, Substances and Material Reporting:

A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

9) Personal Injury Reporting

A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an

employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

Contract Number: BF-_____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

_____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Contract Number: BF-_____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

_____

_____

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

_____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT…." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

Contract Number: BF-_____

EXHIBIT "C-1"

Agreement Between

BNSF RAILWAY COMPANY

and the

CONTRACTOR

Railway File: DOT No. 672105T

Agency Project: BEECH STREET reconstruction

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") with **City of Celina, Texas** for the performance of certain work in connection with the following project: construction and widening of the roadway approaches, sidewalk approaches, concrete medians, and concrete curbing at BEECH STREET – DOT No. 672105T located at railroad milepost 673.500 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046, in Celina, Texas in Collin County. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Celina, Texas** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees,

and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury and Advertising Injury

(3) Fire legal liability

(4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.

(2) Waiver of subrogation in favor of and acceptable to RAILWAY; and

(3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and

(4) Separation of insureds; and

(5) The policy will be primary and non-contributing with respect to any insurance carried

by RAILWAY.

iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

i) The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:

(1) Bodily injury and property damage

(2) Any and all vehicles owned, used or hired

ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to RAILWAY;

(2) Additional insured endorsement in favor of and acceptable to RAILWAY;

(3) Separation of insureds;

(4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

(1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(2) Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000

by disease policy limit, $500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits.

Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

iv) Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

v) Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible

for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

E. Contractor and its subcontractors must give Railway's **Roadmaster Adam Schildhammer at Mobile # 817-269-8580 and email Adam.Schildhammer @bnsf.com** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

Contract Number: BF-_____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

_____
(CONTRACTOR)

Signature:_____

Printed Name: _____

Title: _____

Date:_____

Contact Person: _____

E-mail: _____

Address:_____

City:_____

State: _____ Zip:_____

Phone:_____

Mobile #: _____

On-Site Project
Contact Person: _____

E-mail: _____

Mobile #: _____

Contact Person: _____

E-mail: _____

Mobile #: _____

Contract Number: BF-_____

BNSF RAILWAY COMPANY

Signature:_____

Printed Name: Timothy J. Huya_____

Title: Manager Public Projects_____

Accepted and
Effective Date:_____

Contract Number: BF-20431188

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF-20431188
Mile Post: 673.500
Line Segment: 1046
U.S. DOT Number: 672105T
Madill Subdivision

This Agreement **("Agreement")**, is executed to be effective as of the date last signed **("Effective Date")**, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation **("BNSF")** and **CITY OF CELINA, TEXAS**, a political subdivision of the State of Texas **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Celina and Collin County, State of Texas;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to modify the BEECH STREET at-grade crossing, located at BNSF Line Segment 1046 and Milepost 673.500 and designated by D.O.T. No. 672105T, by reconstructing the roadway approaches, constructing new center medians and sidewalks, and installing railroad crossing signals and activation equipment across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Agency also desire BNSF to install a new crossing surface at BEECH STREET with a new concrete and rubber crossing surface;

WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at BEECH STREET.

WHEREAS, the BNSF agrees to purchase and install, at Agency's sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Contract Number: BF-20431188

ARTICLE I – SCOPE OF WORK

1) The term **"Project"** as used herein includes any and all work related to the construction of concrete curbing, concrete medians, concrete/asphalt pavement, proposed sidewalks and pavement markings on the roadway approaches by the Agency and installation of crossing signals/activation equipment/new crossing surfaces by BNSF at U.S. D.O.T No. 672105T, (hereinafter referred to as the **"Crossing"**) by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1) BNSF hereby grants to Agency, their successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct and widen and thereafter maintain, the Crossing as described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;

C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Crossing, or (ii) twelve (12) months following the Effective Date. The Temporary Construction License and related

rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other purpose. Agency acknowledge and agree that Agency shall not have the right, under the Temporary Construction License, to use the Crossing for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit B attached hereto and made a part hereof. Any item of work incidental to the items listed on Exhibit B not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

A. Procurement of materials, equipment and supplies necessary for the railroad work;

B. Preliminary engineering, design, and contract preparation;

C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

D. Furnishing engineering and inspection as required in connection with the construction of the Project;

E. Provide and place asphalt beneath the track(s) to provide further sub-grade stability prior to BNSF installing new concrete crossing surfaces;

F. Removal and relocation of No. 11 Turnout (Switch) to be about 80 feet north of Beech Street;

G. Installation of one 2 - 64-foot concrete crossing surfaces for the roadway and proposed sidewalks on the two tracks complete with new rail, ties, ballast,

fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;

H. Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A ;

I. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked

on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1) Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof.

2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3) Agency must acquire all rights of way necessary for the construction of the Project.

4) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

5) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

A. Design and Construction of BEECH STREET;

B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

C. Installation of advance warning signs in accordance with the MUTCD;

D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

E. Provide suitable drainage, both temporary and permanent;

F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment;

G. Construct asphalt/concrete roadway surface on approaches to the track. Roadway surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least nine (9) feet from centerline of track;

H. Construct concrete shoulder curbing. Concrete curbing must terminate 10 feet minimum and 12 feet maximum from centerline of the railroad track and provide a 16-foot minimum curb-cut in the northeast corner for the proposed 12-foot wide railroad access driveway to the Railroad Crossing Control Signal House, located 25 feet from nearest rail on track, as shown on Exhibit A;

I. Construct concrete sidewalk surface on approaches to the track. Sidewalk concrete pavement must terminate 6 feet minimum from centerline of the railroad track. An asphalt expansion joint, 1-foot minimum width, must be placed between the end of sidewalk pavement and the edge of railroad concrete crossing panel. Sidewalk surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least 17 feet from centerline of track. Detectable Warnings must be installed on each sidewalk approach to the crossing, must extend across the full width of the sidewalk, provide a 2-foot minimum depth, and be located 12 feet minimum from the outside rail in the track.

J. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

6) The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.

7) The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.

8) The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without

limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFcontractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's Roadmaster (Adam Schildhammer, mobile # 817-269-8580 and Adam.Schildhammer@bnsf.com) and BNSF's Signal Supervisor (Andy Bass, mobile # 817-881-3609 and Andy.Bass@bnsf.com) and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.

C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

D. In addition to the liability terms contained elsewhere in this Agreement, the Contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

D. If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

E. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15) Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16) TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL

REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS 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 AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE CROSSING BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

ARTICLE IV – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to

conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2) The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.

3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

A. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work

on the Project, BNSF agrees to immediately notify the following individual in writing:

Andy Glasgow
Director of Engineering
142 N. Ohio Street
Celina, TX 75009
Email: AGlasgow@celina-tx.gov

4) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Andy Glasgow for appropriate corrective action.

5) Pursuant to this section and Article II, Section 6 herein, Agency must, out of funds made available to it for the construction of the Project", reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

6) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

7) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number: BF-20431188 and D.O.T. Crossing No. 672105T and must state the time that construction activities will begin.

8) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

A. Agency will continue to own and be fully responsible for repairs, maintenance, future construction or reconstruction of the BEECH STREET roadway and sidewalks.

B. Agency will maintain the elevation of the BEECH STREET roadway and sidewalk approaches to match the elevation on the railroad track crossing surfaces.

C. Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to, to the extent allowed by law, hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.

D. Agency will do nothing and permit nothing to be done in the maintenance of the BEECH STREET roadway and sidewalks, which will interfere with or endanger facilities of BNSF.

E. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

F. BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.

G. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF, to the extent allowed by law, will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.

H. If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such

rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

I. If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.

9) Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

10) To the extent allowed by law, any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Texas and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

11) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

12) In the event construction of the Project does not commence within two (2) years of the Effective Date, this Agreement will become null and void.

13) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

14) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

15) This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

16) Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:	BNSF's Manager Public Projects 4200 Deen Road Fort Worth, TX 76106-3099
Agency:	Director of Engineering 142 N. Ohio Street Celina, TX 75009

SIGNATURE PAGE FOLLOWS

Contract Number: BF-20431188

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

AGENCY

CITY OF CELINA, TEXAS

By: _____

Name & Title: _____

ATTEST:

By: _____

Name & Title: _____

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

(Agency signature page)

Contract Number: BF-20431188

BNSF

BNSF RAILWAY COMPANY

By: _____

Printed Name: Craig Rasmussen

Title: AVP Engineering Services & Structures

Accepted and effective: _____

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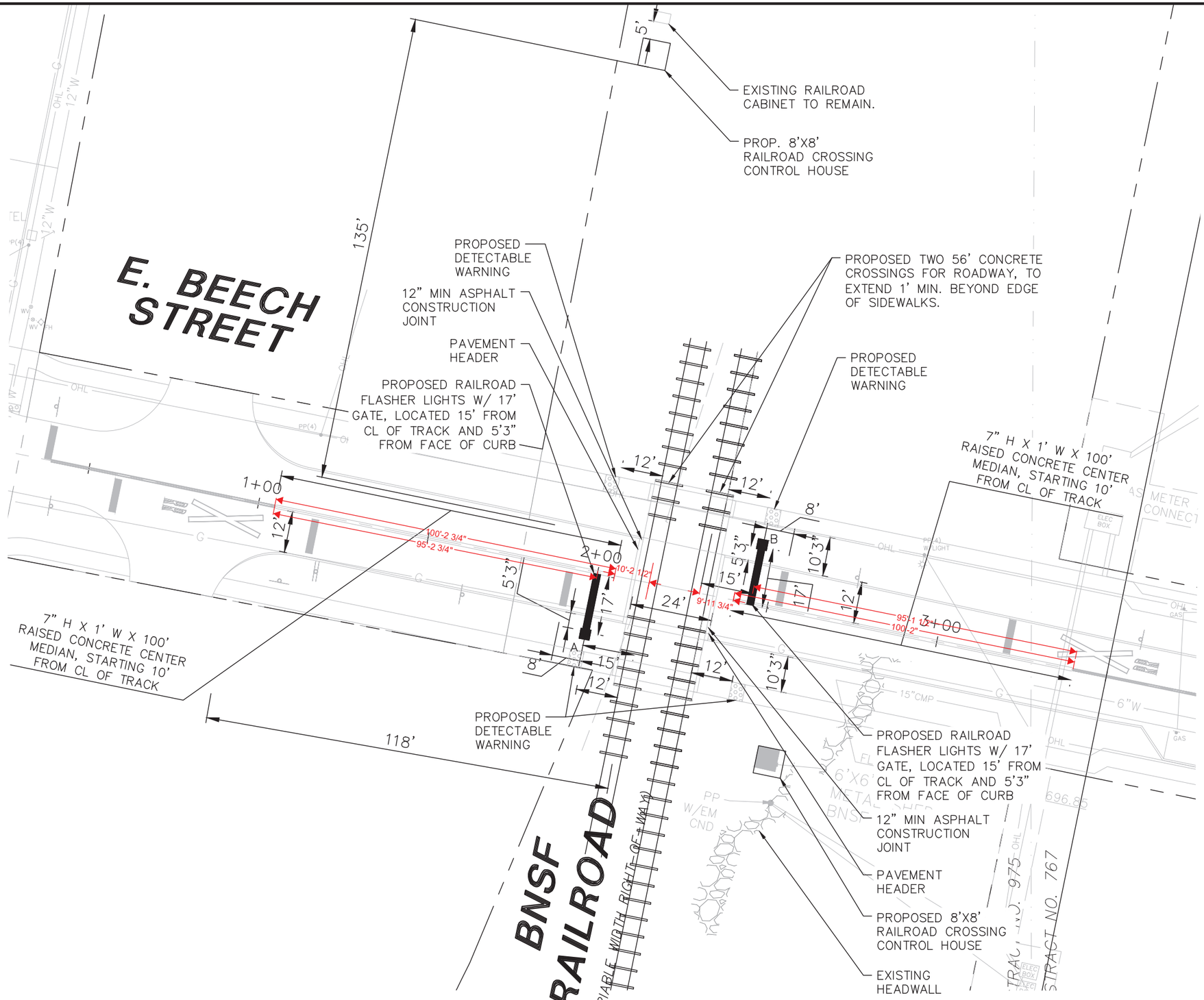
(BNSF signature page)



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GRAPHIC SCALE IN FEET

LEGEND

FOUR QUADRANT GATE

EXISTING RAILROAD CABINET

BLACK - PROPOSED QUIET ZONE DESIGN

GREY - REFERENCE INFORMATION

NOTE:
SIDEWALKS MUST INTERSECT TRACK AT 90 DEGREES AND MAINTAIN A STRAIGHT ALIGNMENT AND TOP-OF-RAIL (TOP-OF-CROSSING) ELEVATION / PROFILE FOR 17' MIN. FROM NEAREST RAIL PRIOR TO CHANGING IN ELEVATION OR ALIGNMENT.

STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CARL B. LAFERNEY, P.E. 108697 ON 03/08/2022. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

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NO.	DATE	REVISION

Pacheco Koch
118 N. OHIO STREET
CELINA, TX 75009 214.451.2765
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

EXHIBIT "A" - CROSSING LAYOUT
DOT NO. 672105T - BEECH STREET
RAILROAD MILEPOST 673.50

PAVING, WATER, SEWAGE, AND DRAINAGE

CITY OF CELINA, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CLF	CLF	Mar 2023	1"=15'			30

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Federal Railroad Administration Locomotive Horn Sounding and Quiet Zone Establishment Fact Sheet

Why Do Locomotives Need to Sound Their Horns?

Since their inception, railroads have sounded locomotive horns or whistles in advance of grade crossings and under other circumstances as a universal safety precaution. During the 20th century, nearly every state in the nation enacted laws requiring railroads to do so. Some states allowed local communities to create "whistle bans" where the train horn was not routinely sounded.

In accordance with a statutory mandate, FRA issued regulations which took effect in 2005 that require locomotive horns be sounded in advance of all public highway-rail crossings, and provide local communities the option of silencing them by establishing quiet zones. Under the Federal regulation, locomotive engineers must sound train horns for a minimum of 15 seconds, and a maximum of 20 seconds, in advance of all public grade crossings, except:

- If a train is traveling faster than 45mph, engineers do not have to sound the horn until it is within ¼ mile of the crossing, even if the advance warning is less than 15 seconds.
- If a train stops in close proximity to a crossing, the horn does not have to be sounded when the train begins to move again.
- A "good faith" exception at locations where engineers can't precisely estimate their arrival at a crossing.

Wherever feasible, train horns must be sounded in a standardized pattern of 2 long, 1 short and 1 long and the horn must continue to sound until the lead locomotive or train car occupies the grade crossing. The minimum volume level for locomotive horns is 96 decibels and the maximum volume level is 110 decibels.

Establishing a Quiet Zone

Only local governments or public agencies may establish a quiet zone, which must be at least ½ mile in length, and have at least one public highway-rail grade crossing. Every public grade crossing in a quiet zone must be equipped at minimum with the standard or conventional automatic warning devices (i.e. flashing lights and gates). Communities have the option to establish partial quiet zones restricting locomotive horn sounding during overnight hour's between10:00 P.M. to 7:00 A.M.

Local governments must work in cooperation with the railroad that owns the track, and the appropriate state transportation authority to convene a diagnostic team to assess the risk of collision at each grade crossing where they wish to silence the horn. An objective determination is made about where and what type of additional safety engineering improvements are necessary to effectively reduce the risk associated with silencing the horns based on localized conditions such as highway traffic volumes, train traffic volumes, the accident history and physical characteristics of the crossing, including existing safety measures.

Examples of additional safety engineering improvements that may be necessary to reduce the risk of collisions include: medians on one or both sides of the tracks to prevent a motorist from driving around a lowered gate; a four-quadrant gate system to block all lanes of highway traffic; converting a two-way street into a one-way street; permanent closure of the crossing to highway traffic; or approved variations of these treatments.

As an alternative to quiet zones, communities may also choose to silence locomotive horns through the installation of wayside horns at each crossing (train-activated stationary acoustical devices directed at highway traffic), as a one for one substitute for train horns.

Once all necessary safety engineering improvements are made, the local community must certify to FRA that the required level of risk reduction has been achieved. A quiet zone may only take effect after all necessary safety measures are installed and operational.

Notably, in a quiet zone engineers have no legal duty to sound the horn, but may exercise discretion during emergency situations (i.e. the presence of a vehicle or a person on the track). Under federal regulations, engineers must sound the horn to warn railroad maintenance employees or contractors working on the tracks. If a railroad or individual engineer fails to sound the locomotive horn as required or is unnecessarily sounding the horn in an established quiet zone, they are subject to enforcement action by FRA.

Pre-Rule Quiet Zones In some locations, communities had legacy "whistle bans," which were established by local ordinance or through agreements with railroads in accordance with state laws, or through informal agreements honored or abided by a railroad. Whistle ban communities were required by law and FRA's regulations to affirmatively state their intention to preserve them by submitting specific paperwork converting the ban to a "pre-rule quiet zone." Those that failed to do so lost their special status and railroads resumed routine sounding of horns. Pre-rule quiet zone communities that completed the required paperwork were granted an extended grace period (from 5 to 8 years) to achieve compliance with certain rule requirements.

Additional information can be found at: http://www.fra.dot.gov/Page/P0104

FRA Office of Public Affairs
(202) 493-6024
www.fra.dot.gov
February 2013

BEECH STREET RAIL ROAD GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

July 9, 2024

LOCATION MAP

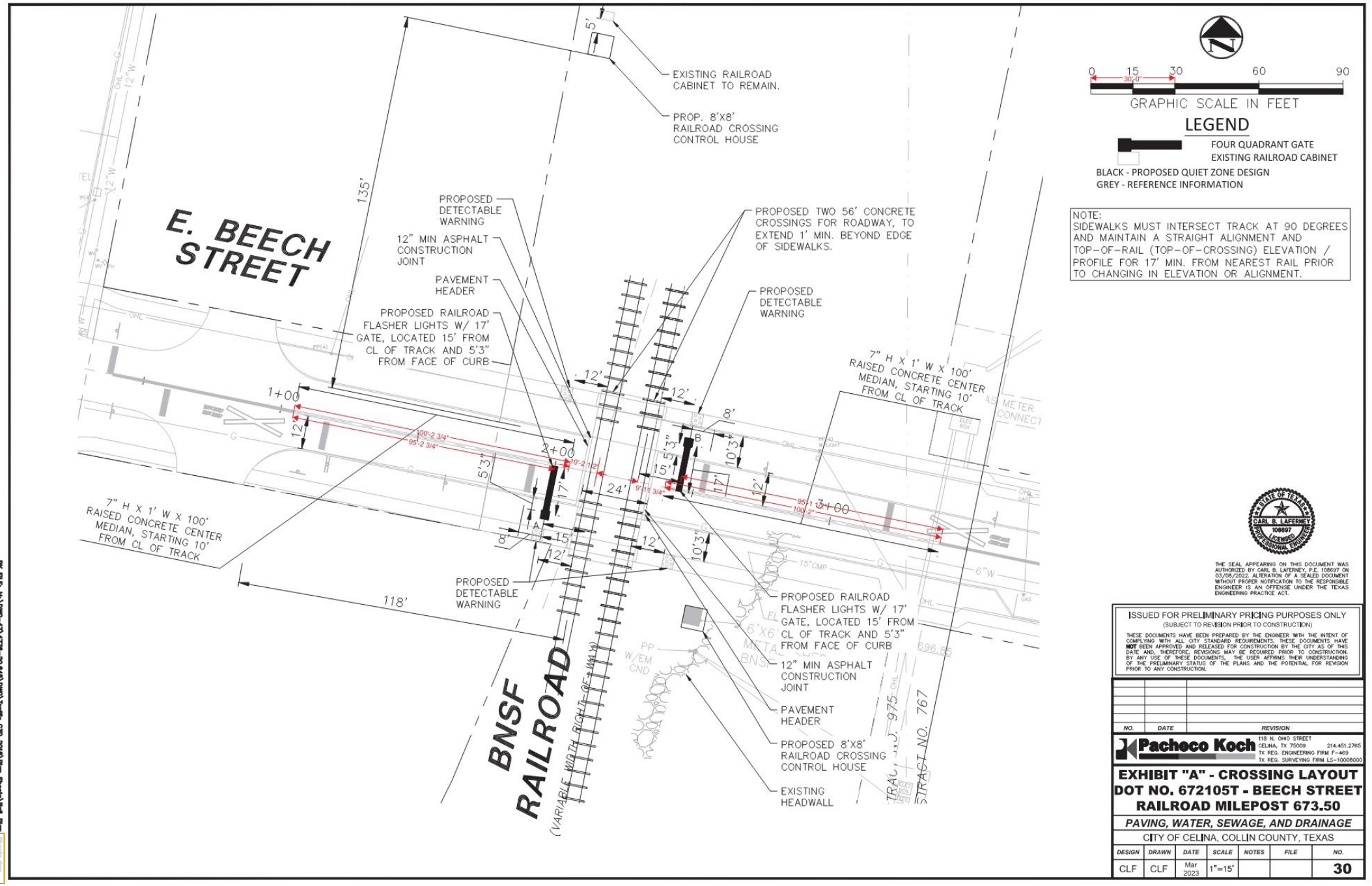
Beech Street

FACTS

A. Project Description: Agreement with BNSF for construction of quiet zone improvements at Beech Street

B. Action requested: Approval of agreement with BNSF for the city to fund the improvements

C. Total cost: $ 1,067,341



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GRAPHIC SCALE IN FEET

LEGEND

FOUR QUADRANT GATE
EXISTING RAILROAD CABINET

BLACK - PROPOSED QUIET ZONE DESIGN
GREY - REFERENCE INFORMATION

NOTE:
SIDEWALKS MUST INTERSECT TRACK AT 90 DEGREES AND MAINTAIN A STRAIGHT ALIGNMENT AND TOP-OF-RAIL (TOP-OF-CROSSING) ELEVATION / PROFILE FOR 17' MIN. FROM NEAREST RAIL PRIOR TO CHANGING IN ELEVATION OR ALIGNMENT.

STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED
PROFESSIONAL ENGINEER

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NO.	DATE	REVISION

Pacheco Koch
118 N. OHIO STREET
CELINA, TX 75009 214.451.2765
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

EXHIBIT "A" - CROSSING LAYOUT
DOT NO. 672105T - BEECH STREET
RAILROAD MILEPOST 673.50

PAVING, WATER, SEWAGE, AND DRAINAGE

CITY OF CELINA, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CLF	CLF	Mar 2023	1"=15'			30

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CELINA
TEXAS
EST. 1876
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Life Connected.

IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Amy Alexander
Date:	July 9, 2024
Re:	IT Staff Augmentation Services

Action Requested:
Consider and act to purchase staff augmentation hours for the IT Department from GTS Technology Solutions Inc. through a cooperative contract with DIR for an amount not to exceed $70,784. (Alexander)

Background Information:
The Information Technology Department recommends contracting with GTS Technology Solutions Inc. for professional staffing services to assist with the new technology needs at the Law Enforcement facility, security projects and daily operations. We previously used contractor service with GTS for a 3-month period in the amount of $41,080. This is an extension of that contract.

Legal Review:
n/a

Supporting Documents:
1. City of Celina - Systems Administrator - Tyler Myers - Quote June 2024
2. City of Celina - Systems Administrator - Tyler Myers - Quote April 2024 - 3 month

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

Staff Recommendation:
Staff recommends awarding the purchase as presented.

Staff Augmentation Proposal

Date: 6/25/2024 **Job ID:** 6103

Customer: City of Celina
Contact: Amy Alexander
Contact Email: aalexander@celina-tx.gov
Contact Phone: 972-382-2682

DIR Contract#: DIR-CPO-4526

		Title of Role	Bill Rate / Hour	Estimated Hours	Total
1.	Tyler Myers	Systems Analyst Level 3	$79.00	376	$29,704.00
				Total:	**$29,704.00**

Assignment:
One (1) Systems Administrator (DIR Title: Systems Analyst Level 3) to provide the City of Celina with maintaining and updating the Enterprise Server Environment as required through the change management process. The Systems Administrator also serves as an escalation point for service issues and requests. The Administrator will be directed by the City of Celina IT staff and perform other duties as assigned.

Time Frame:
One (1) Systems Analyst for 376 hours.

If City of Celina chooses to convert any contractor to a permanent employee before 1040 hours are exhausted, they will refer to the conversion table below based on annual salary:

Number of Hours	Conversion fee
1- 520	20%
520-1039	10%
1040	No Conversion Fee

Renewal Option:
City of Celina can renew for additional weeks under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by City of Celina.

Background Requirements:
All GTS personnel must be able to pass GTS's criminal background check (7-year criminal check). GTS will certify to the City that the criminal history check has been performed and will provide all required documentation, as requested.

Breakdown of Costs:
This quote includes all costs necessary to provide the services quoted, including but not limited to cover the following mandated taxes and insurances: FICA, (Federal Insurance Contribution Act) for Social Security and Medicare, SUTA, (State Unemployment Tax Act), FUTA, (Federal Unemployment Tax Act) and Workers' Compensation Insurance. Payrolling costs also include Professional and General Liability Insurance, benefits administration, human resource consultation and administration, DIR fees, and payroll processing.

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996 **FAX** 512.452.0691
Jenny.Kertsos@gts-ts.com

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

Staff Augmentation Proposal

Date: 4/18/2024 **Job ID:** 6103

Customer: City of Celina
Contact: Amy Alexander
Contact Email: aalexander@celina-tx.gov
Contact Phone: 972-382-2682

DIR Contract#: DIR-CPO-4526

		Title of Role	Bill Rate / Hour	Estimated Hours	Total
1.	Tyler Myers	Systems Analyst Level 3	$79.00	520	$41,080.00
				Total:	**$41,080.00**

Assignment:
One (1) Systems Administrator (DIR Title: Systems Analyst Level 3) to provide the City of Celina with maintaining and updating the Enterprise Server Environment as required through the change management process. The Systems Administrator also serves as an escalation point for service issues and requests. The Administrator will be directed by the City of Celina IT staff and perform other duties as assigned.

Time Frame:
One (1) Systems Analyst for 520 hours.

If City of Celina chooses to convert any contractor to a permanent employee before 1040 hours are exhausted, they will refer to the conversion table below based on annual salary:

Number of Hours	Conversion fee
1- 520	20%
520-1039	10%
1040	No Conversion Fee

Renewal Option:
City of Celina can renew for additional weeks under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by City of Celina.

Background Requirements:
All GTS personnel must be able to pass GTS's criminal background check (7-year criminal check). GTS will certify to the City that the criminal history check has been performed and will provide all required documentation, as requested.

Breakdown of Costs:
This quote includes all costs necessary to provide the services quoted, including but not limited to cover the following mandated taxes and insurances: FICA, (Federal Insurance Contribution Act) for Social Security and Medicare, SUTA, (State Unemployment Tax Act), FUTA, (Federal Unemployment Tax Act) and Workers' Compensation Insurance. Payrolling costs also include Professional and General Liability Insurance, benefits administration, human resource consultation and administration, DIR fees, and payroll processing.

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996 **FAX** 512.452.0691
Jenny.Kertsos@gts-ts.com

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Justin Beamis, Division Chief
CC:	Eric Everson, Assistant Fire Chief
Intiated by:	JUSTIN BEAMIS
Date:	July 9, 2024
Re:	Fire Department Uniforms for FY 24

Action Requested:
Consider and act to purchase uniforms for the Fire Department through a cooperative contract with Galls for an amount not to exceed $75,000.00. (Berry)

Background Information:
Staff requests authorization to purchase uniforms for Fire Department staff through the following cooperative agreement.

- Cooperative Agency: North Texas Share (NCTCOG)
- Cooperative Contract#: 2021-073

Current purchases for this fiscal year are $49,000.00. Staff anticipate spending an additional $26,000.00 this fiscal year. This puts the amount over $50,000.00 and requires Council authorization.

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:

Supporting Documents:

None

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

Staff Recommendation:
Authorize the purchase as recommended.

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
Intiated by:	Ty Behringer
Date:	July 9, 2024
Re:	Alley Improvement Agreement - Bears on the Square - The Forge

Action Requested:
Consider and act upon a Chapter 380 Economic Development Agreement between the City of Celina and Bears on the Square, LLC, for Alley Improvements; not to exceed $21,000. (Behringer)

Background Information:
The Economic Development Incentive Agreement between the City of Celina, Texas, and Bears on the Square, LLC, outlines that the Developer will renovate a property to establish a restaurant called The Forge 1912. In support, the City agrees to provide a grant not exceeding $21,000 to cover part of the costs for constructing alley improvements south of the property within public right-of-way. The Developer must commence construction by July 1, 2024, and complete it by August 1, 2024. The Agreement includes provisions for insurance, indemnification, and conditions for grant payment. It also stipulates that the Developer must maintain the alley improvements until the City takes over maintenance post-construction. Termination clauses and other standard legal provisions are included to ensure compliance and proper execution of the Agreement.

This Economic Development Agreement is separate from the Performance Agreement with the Developer.

Legal Review:
The City Attorney has reviewed the attached agreement.

Supporting Documents:

1. Bears on the Square LLC Reimbursement Agreement v2.1 CS clean 7.2 Final PE

Financial Consideration:
Developer represents that it will spend at least $21,000 on the Alley Improvements. The City intends to reimburse the Developer for costs associated with the Alley Improvements within the Alley Improvement Area for an amount not to exceed $21,000.

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BEARS ON THE SQUARE, LLC

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Bears on the Square, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of real property described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes, which consists of an approximately 4,500 square foot building and some surrounding land, Celina Original Donation, Block 6, Lot 1B, 2B, 3B, 4B, 5B in Celina, Collin County, Texas, generally located at 132 N Louisiana, Celina, Texas 75009 (the "Property").

WHEREAS, the Developer intends to renovate the Property and operate a restaurant called The Forge 1912 (the "Facility") on the Property; and

WHEREAS, the City has previously provided the Developer with economic development incentives pursuant to a performance agreement, and the City intends to supplement economic development of the Property with additional incentives upon Developer meeting metrics described as provided herein; and

WHEREAS, the Developer has advised the City that a contributing factor that would induce the Developer to renovate the Property for the Facility would be an agreement with the City to participate in the costs of construction of certain alley improvements which will benefit the Property and the public, as depicted and described in **Exhibit "B"**, attached hereto and incorporated herein for all purposes ("Alley Improvement Area"), consisting of improving an alley walkway, and necessary lighting and other improvements thereon, adjacent to the Property to extend from N. Louisiana Drive to the west boundary of the Property (the "Alley Improvements"), and connecting to a City-owned patio, through economic development grants and incentives as set forth herein; and

WHEREAS, the City desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base, and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to reimburse the Developer for costs associated with the Alley Improvements within the Alley Improvement Area for an amount not to exceed twenty-one thousand and no/100 dollars ($21,000.00); and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"Alley Improvements" shall have the meaning ascribed in the Recitals above.

"Alley Improvement Area" shall have the meaning ascribed in the Recitals above.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall have the meaning ascribed in the introductory paragraph above.

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Improvements not to exceed twenty-one thousand dollars ($21,000.00), to be paid as set forth herein.

"City Regulation" 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.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, as the case may be; (ii) all necessary permits for the construction of the Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction of the Improvements has commenced.

"Completion of Construction" shall mean that (i) construction of the Improvements have been substantially completed, and (ii) the City has inspected and accepted such Improvements.

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

"Expenditure Information" shall have the meaning ascribed in 3.2(b).

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the Developer or any of its affiliates or related entities.

"Party" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the City, respectively, for payment of the City Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Improvements.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the City and the Developer.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Improvements

3.1

(a) Alley Improvements Construction Timeframe. The Developer shall design and construct, or cause to be designed and constructed, the Alley Improvements in accordance with this Agreement. Developer shall cause Commencement of Construction of the Alley Improvements to occur not later than July 1, 2024, and cause Completion of Construction of the Alley Improvements to occur not later than August 1, 2024.

(b) Development of the Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of any and all plans required by the City and the City's Code of Ordinances for the Alley Improvements, and the Alley Improvements shall be constructed in accordance with any such approved plans, and the City's design standards for alley walkways. The construction of the Alley Improvements shall comply with the City Regulations of the City. Developer represents that it will spend at least twenty-one thousand and no/100 dollars ($21,000.00) on the Alley Improvements.

(c) License for Alley Improvements in Alley Improvement Area.

i. The City hereby grants a revocable, non-exclusive license to Developer to construct the Alley Improvements in public right-of-way maintained by the City in the Alley Improvement Area. This license is subject and subordinate to: (a) the right of the City to use the Alley Improvement Area for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley Improvement Area; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City, and (e) the terms and conditions of this Agreement. Developer shall fully pay all labor and materials used for the installation of the Alley Improvements in, on or about the Alley Improvement Area and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Alley Improvement Area by reason of any work done or materials furnished to the Alley Improvement Area at Developer's instance or request. This license shall terminate upon the Expiration Date.

ii. Developer agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Alley Improvements, if the City determines, in its sole discretion, that the then current location of the Alley Improvements will unreasonably prevent the City's use and enjoyment of the Alley Improvement Area, and (b) any damage to the Alley Improvements. In the event the City determines that the Alley Improvements must be removed or relocated from the Alley Improvement Area to allow the City full use and enjoyment of the Alley Improvement Area, the Developer agrees that, if requested by the City, the Developer will allow the Alley Improvements to be relocated or removed (at Developer's sole cost and expense) within the Alley Improvement Area if reasonably practicable and to the extent only that such relocation or removal strictly conforms with all provisions of the City's Code of Ordinances.

iii. After Completion of Construction and approval by the City, the City will maintain the Alley Improvements.

iv. Developer, or Developer's contractors for the Alley Improvements, shall purchase and maintain during the term of this Agreement commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000. Coverage must be on an "occurrence" basis.

a. Such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Certified copies of all of such policies shall be delivered to the City upon the execution of this Agreement; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

v. The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

vi. DEVELOPER SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF

DEVELOPER, ITS OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE IN CONNECTION WITH DEVELOPER'S USE OF THE ALLEY IMPROVEMENT AREA EXCEPT FOR ANY LOSS, DAMAGE, INJURY, ACCIDENT OR OTHER LIABILITY, CLAIM, COST OR EXPENSE ARISING OUT OF, OR IN CONNECTION WITH CITY'S WILLFUL OR NEGLIGENT ACTS OR OMISSIONS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3.2 Alley Improvements Project.

(a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Alley Improvements through the payment of the City Grant. The grant payment not to exceed twenty-one thousand dollars ($21,000.00) shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City's receipt of the Payment Request; and (ii) acceptance of the Alley Improvements by the City, if there is an ongoing business on the Property that is generating taxable sales. Additionally, the City agrees to waive all fees imposed by the City related to the Alley Improvements.

(b) Alley Improvements Cost Verification. Following Completion of Construction of the Alley Improvements, but not later than thirty (30) days after Completion of Construction of the Alley Improvements, Developer shall submit to the City the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construct the Alley Improvements, and such other records as the City may reasonably request to verify such that the final actual costs are at least twenty-one thousand dollars ($21,000.00) on Alley Improvements (the "Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

4.1 The obligation of the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Acceptance by City. Developer shall have timely received acceptance of the Alley Improvements by the City.

(e) Expenditure Information. Developer timely submits the Expenditure Information to the City and the City verifies that Developer incurred costs of at least $21,000 on the Alley Improvements.

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the City, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely, lawfully, and properly protest and contest any such Impositions);
(d) by the City if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable;
(f) by the City immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
(g) by the City, if any applicable permits required for the Alley Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits or revise existing permits, if applicable, as determined by the City and such default is not cured by Developer within thirty (30) days after written notice thereof; or
(h) by the City immediately upon the filing by Developer of any lawsuit against the City.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the Parties to this Agreement, as well as their successors and permitted assigns of the Parties hereto; provided, however that the right of the Developer to receive the City Grant shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City's obligations to pay the City Grant as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Alley Improvements and/or the Property, and Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Party hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for Developer, to:

Bears on the Square, LLC
4105 Rosewood Lane
Celina, Texas 75009
Attn: Brian Ethridge
Telephone: (972) 978-5561

With Copy to:

_____
_____
_____

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Severability and Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers in accordance with Chapter 2264 of the Texas Government Code, as amended, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the City Grant herein and any other funds received by the Developer from the City as of the date of such violation within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid.

6.17 Report Agreement to Comptroller's Office. City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

6.18 Form 1295 Certificate**.** Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and 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.

6.19 Non-Boycott of Israel Provision**.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code 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) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

6.20 Prohibition on Contracts with Certain Companies Provision**.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer 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.

6.21 Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

6.22 Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

EXECUTED on be effective the ___ day of _____, 2024.

CITY OF CELINA, TEXAS

By: _____
Robert Ranc, City Manager

BEARS ON THE SQUARE, LLC

By:_____
Brian Ethridge, Manager

EXHIBIT "A"
Property Description

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LAND:

SITUATED IN THE CITY OF CELINA, IN THE JOHN WILLOCK SURVEY, ABSTRACT NO. 975 OF COLLIN COUNTY, TEXAS AND BEING PART OF LOTS 1, 2, 3, 4, AND 5, BLOCK 6 OF THE ORIGINAL DONATION TO THE CITY OF CELINA ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1, PAGE 114, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.) AND BEING THE SAME TRACT OF LAND DESCRIBED IN A DEED TO RONALD G. CHILDERS, RECORDED IN VOLUME 3975, PAGE 1129, D.R.C.C.T., AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID CHILDERS TRACT, ON THE WEST RIGHT-OF-WAY OF LOUISIANA STREET (60' WIDE R-O-W) AND THE EAST LINE OF SAID LOT 1, BLOCK 6 AND SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO SAMUEL A. PIGA AND NENA FLOR C. PIGA, RECORDED IN DOCUMENT NO. 95-0045554, D.R,C.C.T. AND SAID POINT BEAR SOUTH 12 DEG. 30 MIN. 00 SEC. WEST -67.17 FEET FROM A 1/2 INCH IRON ROD FOUND FOR REFERENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 6 AND SAME BEING THE NORTHEAST CORNER OF SAID PIGA TRACT;

THENCE; SOUTH 12 DEG. 30 MIN. 00 SEC. WEST, ALONG THE COMMON LINE OF SAID BLOCK 6 AND LOUISIANA STREET, A DISTANCE OF 78.00 FEET TO AN X CARVED IN A CONCRETE SIDEWALK FOR THE SOUTHEAST CORNER OF LOT 1, BLOCK 6 AND SAID CHILDERS TRACT AND SAME BEING ON THE NORTH LINE OF A 10 FOOT ALLEY;

THENCE: NORTH 77 DEG. 20 MIN. 14 SEC. WEST, ALONG THE NORTH LINE OF SAID ALLEY AND THE SOUTH LINE OF SAID CHILDERS TRACT AND LOTS 1, 2, 3, 4 & 5, BLOCK 6, A DISTANCE OF 126.17 FEET (PLAT DISTANCE = 125.00') TO A 1/2 INCH IRON ROD, TOPPED WITH A PLASTIC CAP, STAMPED "RPLS 5312" FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 5, BLOCK 6 AND SAID CHILDERS TRACT AND SAME BEING THE SOUTHEAST CORNER LOT 6, BLOCK 6 AS DESCRIBED IN A DEED TO CELINA REALITY, L.P., RECORDED IN INSTRUMENT NO. 20130308000316090, D.R.C. C.T.;

THENCE: NORTH 12 DEG. 55 MIN. 10 SEC. EAST, ALONG THE COMMON LINE OF SAID LOT 5 AND LOT 6, A DISTANCE OF 78.00 TO A 1/2 INCH IRON ROD, TOPPED WITH A RED PLASTIC CAP, STAMPED "RPLS 4701", SET FOR THE NORTHWEST CORNER OF SAID CHILDERS TRACT AND SAME BEING THE SOUTHWEST CORNER OF THE ABOVE MENTIONED PIGA TRACT:

THENCE: SOUTH 77 DEG. 20 MIN. 15 SEC, EAST, DEPARTING FROM THE WEST LINE OF SAID LOT 5 AND OVER AND ACROSS SAID LOTS 5, 4, 3, 2, AND 1 OF BLOCK 6, WITH THE COMMON LINE OF SAID CHILDERS TRACT AND PIGA TRACT, A DISTANCE OF 125.60 FOOT (PLAT DISTANCE = 125.00') TO THE POINT OF BEGINNING AND CONTAINING 9,819 SQUARE FEET OR 0.225 ACROSS OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

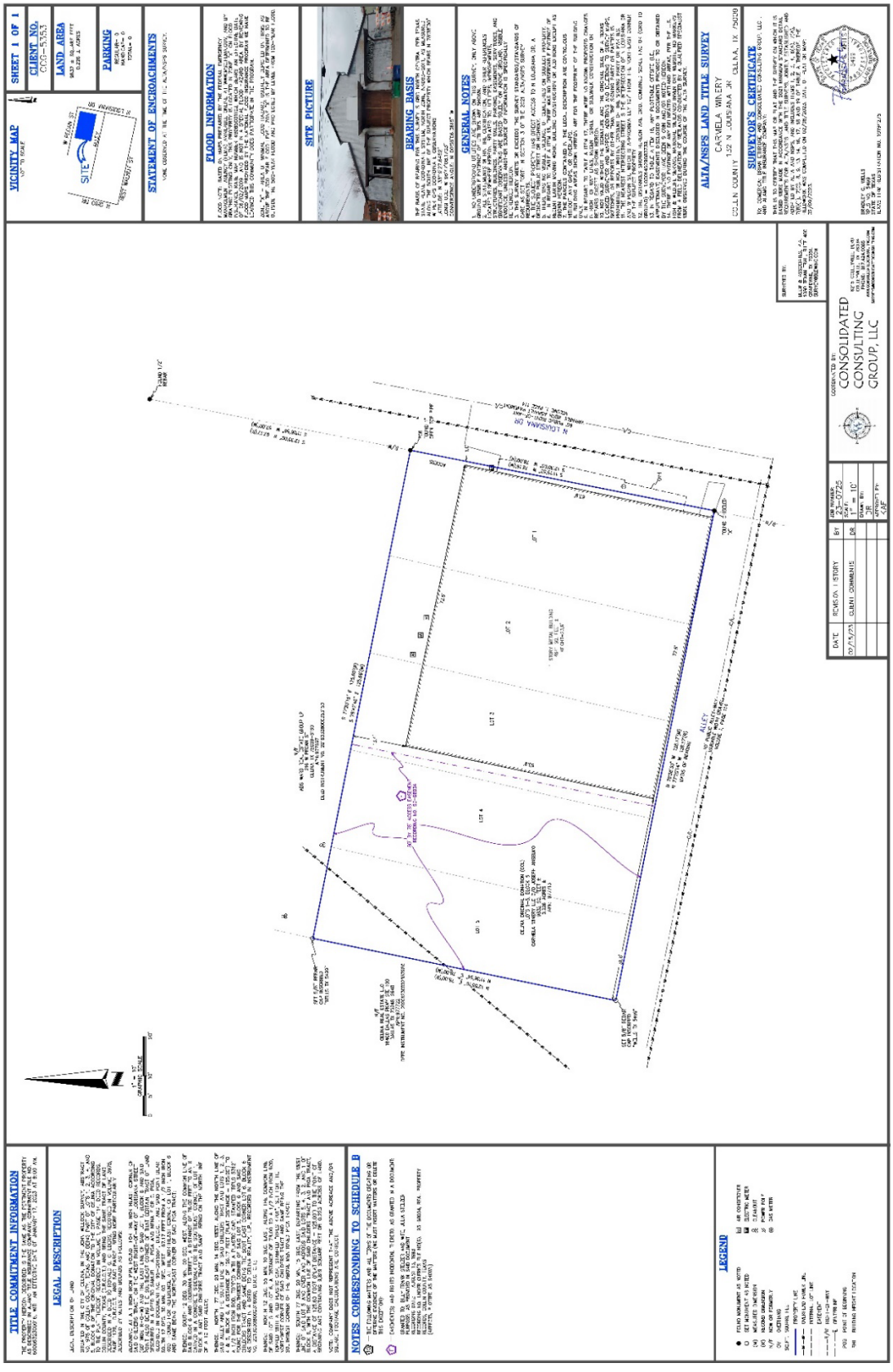
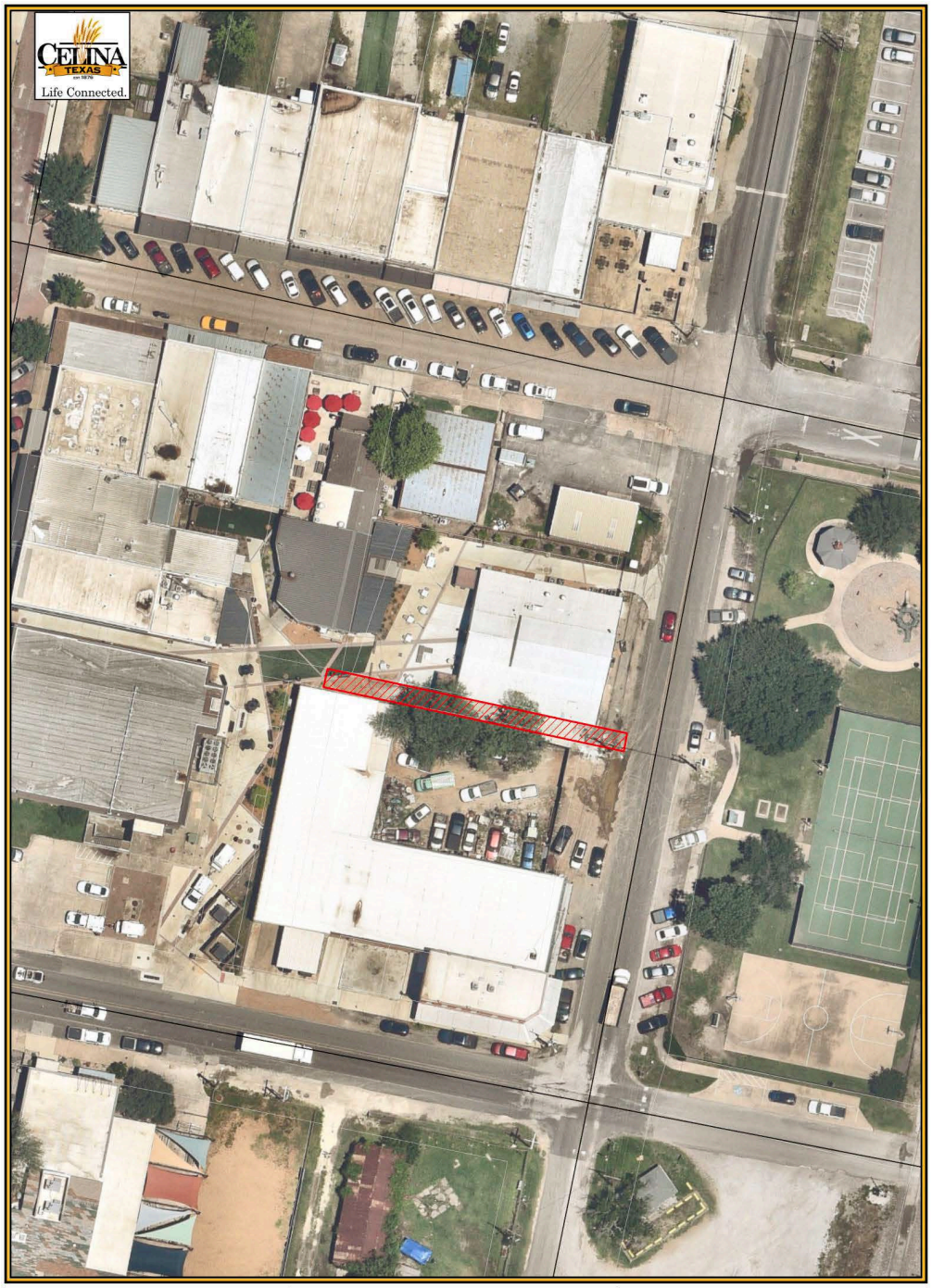

SHEET 1 OF 1
CLIENT NO.
CCG-5553
LAND AREA
PARKING
VICINITY MAP
STATEMENT OF ENCROACHMENTS
FLOOD INFORMATION
SITE PICTURE
BEARING BASIS
GENERAL NOTES
SURVEYOR'S CERTIFICATE
ALTA/NSPS LAND TITLE SURVEY
CARMELA WINERY
COLLIN COUNTY
LEGAL DESCRIPTION
TITLE COMMITMENT INFORMATION
NOTES CORRESPONDING TO SCHEDULE B
LEGEND
CONSOLIDATED CONSULTING GROUP, LLC

EXHIBIT "B"
Alley Improvement Area



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Parkside Lift Station Improvements Easement Acquisition Resolution

Action Requested:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary easements for Parkside Lift Station improvements to improve the safety of ingress and egress to the Parkside Lift Station Facility. (Glasgow)

Background Information:
During the design for the Parkside Lift Station Improvements, TRC Engineering identified improvements needed to the Parkside Lift Station, including improvements to the access driveway for the facility. To improve the access, an additional access easement is required within the Homeowner's Association's (HOA) landscape buffer.

Legal Review:
Legal Counsel has reviewed the proposed resolution for compliance with state law.

Supporting Documents:
1. Resolution_Esmt Acquisition for Parkside LS Improvements
2. Parkside lift station consent presentation
3. Parkside LS Location Map
4. ParksideLiftStationStarMap

Financial Consideration:
Funding for the acquisition of the easement will be paid from the 2023 Bonds.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF EASEMENTS FOR THE PARKSIDE LIFTSTATION IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the property described in Exhibit "A" for construction of Parkside Liftstation Improvements project (the "Project").

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit "B" on behalf of the City of Celina.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 9th day of July 2024.

ATTEST: **APPROVED:**

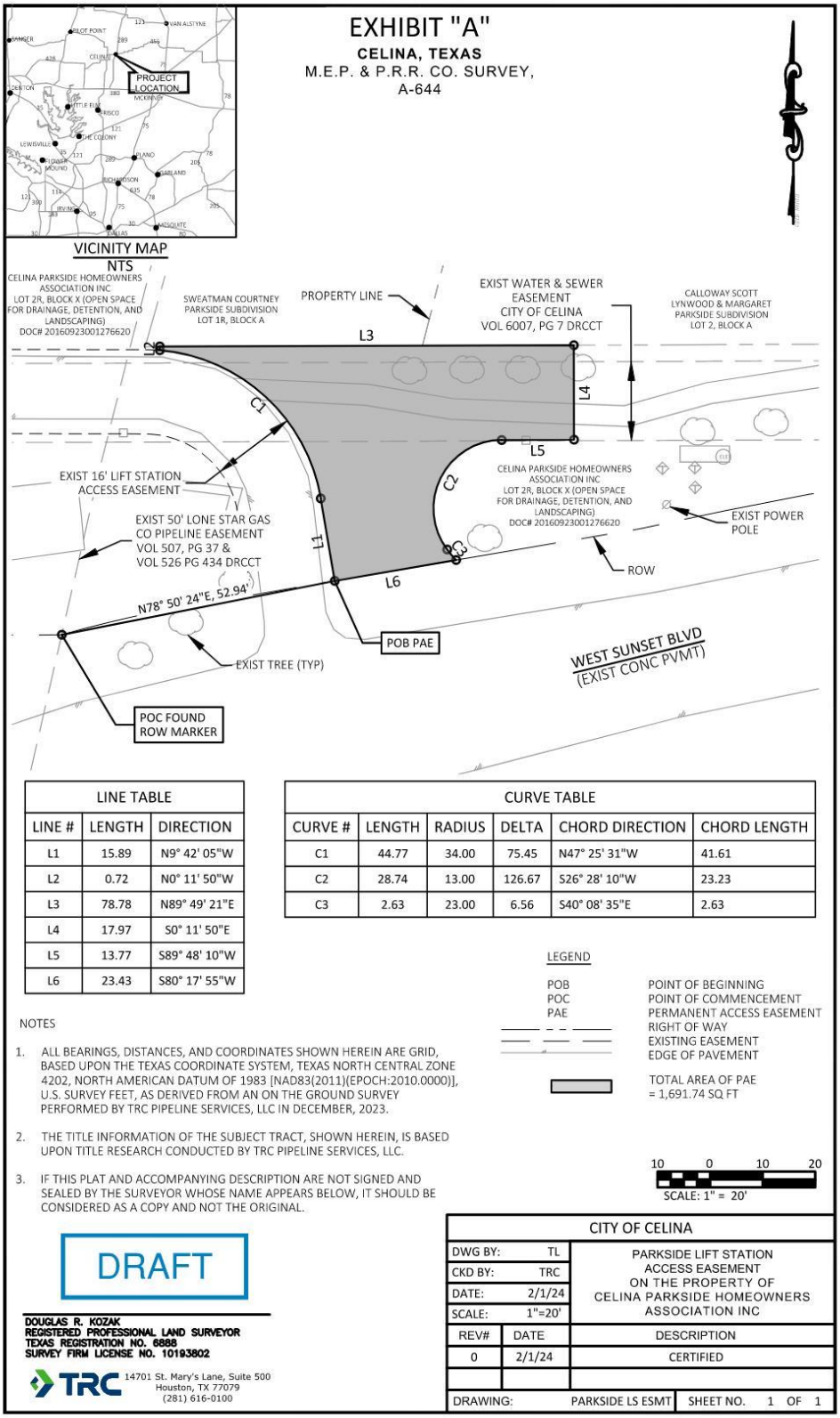
_____ _____

Lauren Vaughns, City Secretary Ryan Tubbs, Mayor

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2743356	Celina Parkside Homeowners Association Inc	PARKSIDE PHASE 1, BLK X, LOT 2R; (REPLAT OPEN SPACE FOR DRAINAGE,DETENTION & LANDSCAPING PURPOSES)	Celina	TX	75009

Exhibit B



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.89	N9° 42' 05"W
L2	0.72	N0° 11' 50"W
L3	78.78	N89° 49' 21"E
L4	17.97	S0° 11' 50"E
L5	13.77	S89° 48' 10"W
L6	23.43	S80° 17' 55"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.77	34.00	75.45	N47° 25' 31"W	41.61
C2	28.74	13.00	126.67	S26° 28' 10"W	23.23
C3	2.63	23.00	6.56	S40° 08' 35"E	2.63

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PAE PERMANENT ACCESS EASEMENT
RIGHT OF WAY
EXISTING EASEMENT
EDGE OF PAVEMENT

TOTAL AREA OF PAE
= 1,691.74 SQ FT

NOTES

1. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN DECEMBER, 2023.
2. THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

10 0 10 20
SCALE: 1" = 20'

DRAFT

DOUGLAS R. KOZAK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6888
SURVEY FIRM LICENSE NO. 10193802

TRC 14701 St. Mary's Lane, Suite 500 Houston, TX 77079 (281) 616-0100

CITY OF CELINA		
DWG BY:	TL	PARKSIDE LIFT STATION ACCESS EASEMENT ON THE PROPERTY OF CELINA PARKSIDE HOMEOWNERS ASSOCIATION INC
CKD BY:	TRC	
DATE:	2/1/24	
SCALE:	1"=20'	
REV#	DATE	DESCRIPTION
0	2/1/24	CERTIFIED
DRAWING:	PARKSIDE LS ESMT	SHEET NO. 1 OF 1

PARKSIDE LIFT STATION IMPROVEMENTS EASEMENT ACQUISITION RESOLUTION

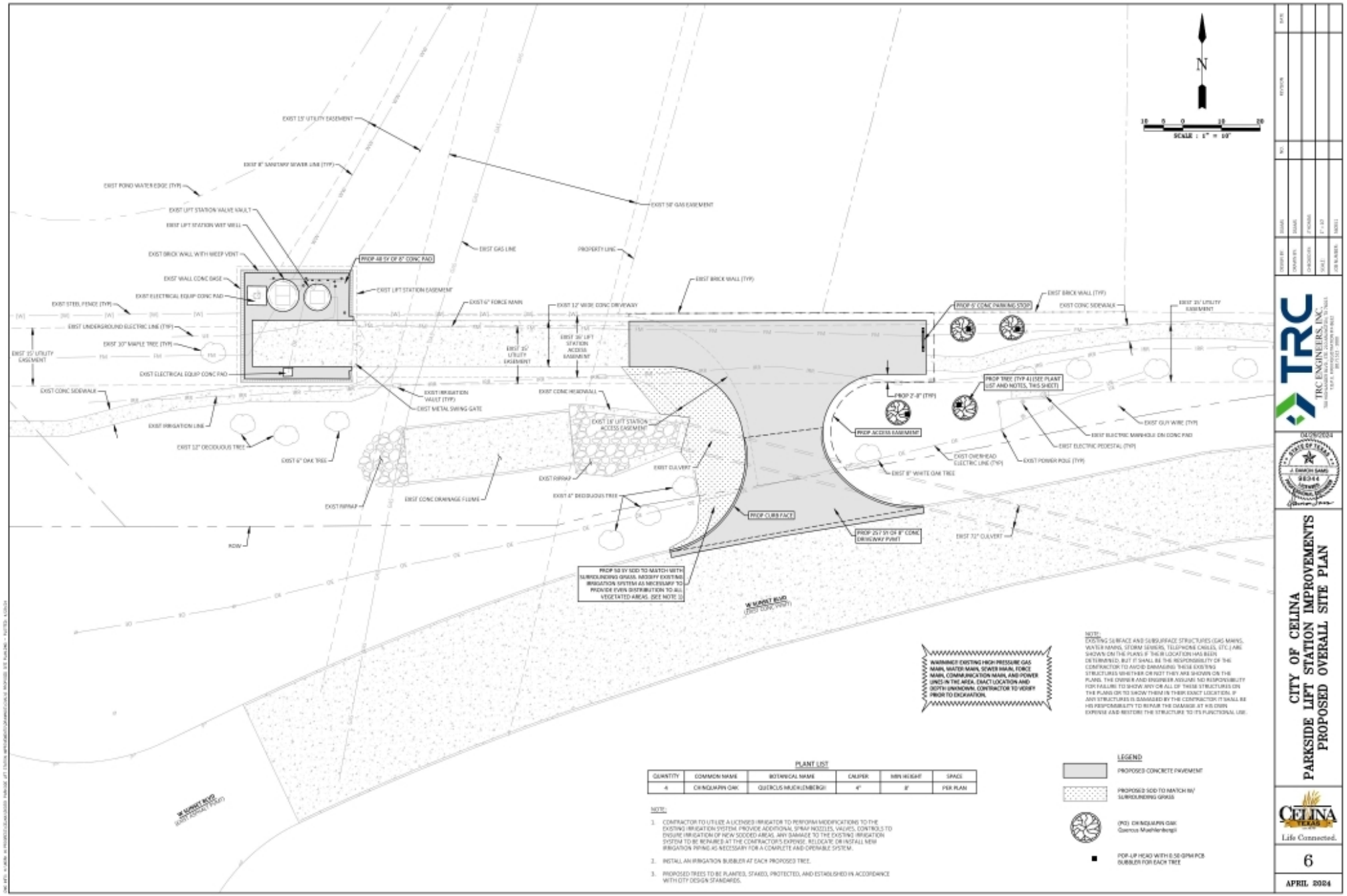
July 9, 2024

LOCATION MAP

Parkside Lift Station

FACTS

- Project Description: Improvements are needed to the Parkside Lift Station, including improvements to the access driveway for the facility.
- Action requested: Approval of resolution authorizing the City manager to negotiate an access easement with the Parkside HOA
- Total cost: TBD


N
SCALE : 1" = 10'
EXIST 15' UTILITY EASEMENT
EXIST 8" SANITARY SEWER LINE (TYP)
EXIST POND WATER EDGE (TYP)
EXIST LIFT STATION VALVE VAULT
EXIST LIFT STATION WET WELL
EXIST BRICK WALL WITH WEEP VENT
EXIST WALL CONC BASE
EXIST ELECTRICAL EQUIP CONC PAD
EXIST STEEL FENCE (TYP)
EXIST UNDERGROUND ELECTRIC LINE (TYP)
EXIST 30" MAPLE TREE (TYP)
EXIST 15' UTILITY EASEMENT
EXIST ELECTRICAL EQUIP CONC PAD
EXIST CONC SIDEWALK
EXIST IRRIGATION LINE
EXIST 12" DECIDUOUS TREE
EXIST 6" OAK TREE
EXIST RIPRAP
EXIST CONC DRAINAGE FLUME
ROW
PROP 48 SY OF 8" CONC PAD
EXIST LIFT STATION EASEMENT
EXIST 6" FORCE MAIN
EXIST 12' WIDE CONC DRIVEWAY
EXIST 15' UTILITY EASEMENT
EXIST 16' LIFT STATION ACCESS EASEMENT
EXIST IRRIGATION VAULT (TYP)
EXIST METAL SWING GATE
EXIST CONC HEADWALL
EXIST 18' LIFT STATION ACCESS EASEMENT
EXIST RIPRAP
EXIST 4" DECIDUOUS TREE
EXIST CULVERT
PROP CURB FACE
PROP 50 SY SOD TO MATCH WITH SURROUNDING GRASS. MODIFY EXISTING IRRIGATION SYSTEM AS NECESSARY TO PROVIDE EVEN DISTRIBUTION TO ALL VEGETATED AREAS. (SEE NOTE 1)
EXIST 50' GAS EASEMENT
EXIST GAS LINE
PROPERTY LINE
EXIST BRICK WALL (TYP)
PROP 5' CONC PARKING STOP
EXIST BRICK WALL (TYP)
EXIST CONC SIDEWALK
EXIST 15' UTILITY EASEMENT
PROP TREE (TYP 4) (SEE PLANT LIST AND NOTES, THIS SHEET)
PROP 2'-8" (TYP)
PROP ACCESS EASEMENT
EXIST GUY WIRE (TYP)
EXIST ELECTRIC MANHOLE ON CONC PAD
EXIST ELECTRIC PEDESTAL (TYP)
EXIST OVERHEAD ELECTRIC LINE (TYP)
EXIST POWER POLE (TYP)
EXIST 8" WHITE OAK TREE
PROP 257 SY OF 8" CONC DRIVEWAY PVMT
EXIST 72" CULVERT
W. SUMMIT BLVD
(EXIST CONC. PVMT)
W. SUMMIT BLVD
(EXIST ASPHALT PVMT)
WARNING! EXISTING HIGH PRESSURE GAS MAIN, WATER MAIN, SEWER MAIN, FORCE MAIN, COMMUNICATION MAIN, AND POWER LINES IN THE AREA. EXACT LOCATION AND DEPTH UNKNOWN. CONTRACTOR TO VERIFY PRIOR TO EXCAVATION.
NOTE:
EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS. IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURES IS DAMAGED BY THE CONTRACTOR IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS FUNCTIONAL USE.
PLANT LIST
QUANTITY | COMMON NAME | BOTANICAL NAME | CALIPER | MIN HEIGHT | SPACE
4 | CHINQUAPIN OAK | QUERCUS MUEHLENBERGII | 4" | 8' | PER PLAN
NOTE:
1. CONTRACTOR TO UTILIZE A LICENSED IRRIGATOR TO PERFORM MODIFICATIONS TO THE EXISTING IRRIGATION SYSTEM. PROVIDE ADDITIONAL SPRAY NOZZLES, VALVES, CONTROLS TO ENSURE IRRIGATION OF NEW SODDED AREAS. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEM TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE. RELOCATE OR INSTALL NEW IRRIGATION PIPING AS NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM.
2. INSTALL AN IRRIGATION BUBBLER AT EACH PROPOSED TREE.
3. PROPOSED TREES TO BE PLANTED, STAKED, PROTECTED, AND ESTABLISHED IN ACCORDANCE WITH CITY DESIGN STANDARDS.
LEGEND
PROPOSED CONCRETE PAVEMENT
PROPOSED SOD TO MATCH W/ SURROUNDING GRASS
(PQ) CHINQUAPIN OAK Quercus Muehlenbergii
POP-UP HEAD WITH 0.50 GPM PCB BUBBLER FOR EACH TREE
TRC
TRC ENGINEERS, INC.
CITY OF CELINA
PARKSIDE LIFT STATION IMPROVEMENTS
PROPOSED OVERALL SITE PLAN
CELINA TEXAS
Life Connected.
6
APRIL 2024

CELINA
TEXAS
EST. 1876
Life Connected.

1201 W Sunset Blvd, Celina TX 75009

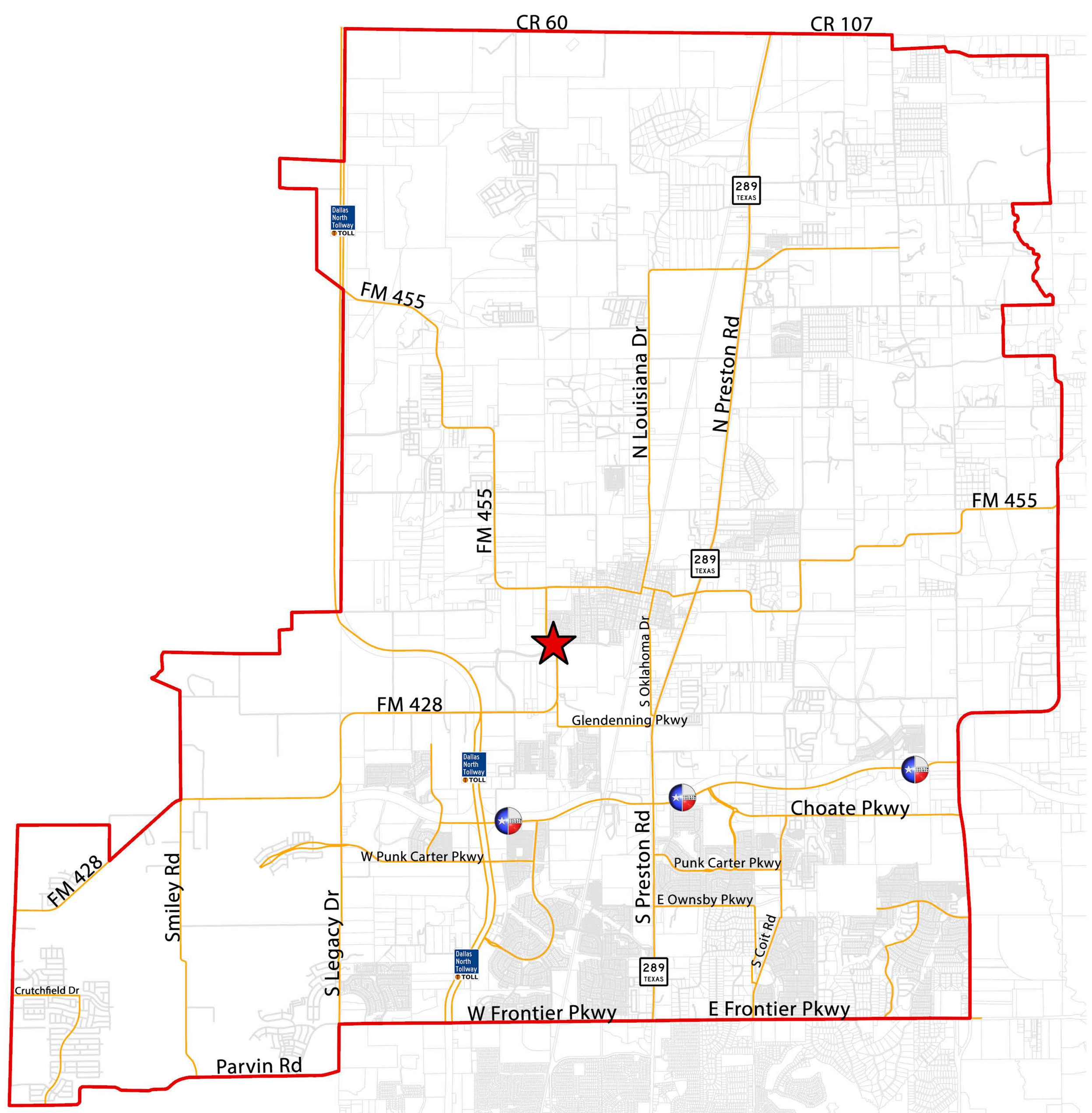
February 6, 2023

1:1,505

0 55 110 220 ft

0 15 30 60 m

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar, Microsoft


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

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Right-of-way and Easement Acquisition Amendment for East GA Moore Parkway from Preston Road to Coit Road

---

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

Background Information:
The City of Celina entered into a development agreement (DA) with HFI Celina Realty, LLC in August 2023. As part of this agreement, HFI Celina Realty, LLC assumed the responsibility to construct E GA Moore Parkway from Preston Road to approximately 1,850 feet east of Coit Road. The proposed roadway will require approximately sixty feet (60') of right-of-way (ROW) and will provide two concrete lanes as an interim condition. The City has agreed to acquire the necessary offsite ROW through an escrow account to facilitate this construction. These easements will each be acquired by separate instruments. Even though the acquisition of the easements is the Developer's responsibility, the Developer is experiencing difficulty securing these offsite easements and has requested the City's assistance. Because these easements are for the public good and per the DA, the City will assist in the necessary acquisition. The City's assistance will not relieve the owner of the cost of purchasing the easements.

Legal Review:
Resolution amendment has been previously reviewed and approved.

Supporting Documents:

1. Property Resolution Acquistion GA Moore Parkway (Rainwater) Amendment 1_2024.06.17
2. Location Map GA Moore Parkway Alignment Update 5.6.24
3. GA Moore consent presentation

Financial Consideration:
The developer will be responsible for the cost of the acquisition.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024-734R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING RESOLUTION NO. 2024-21R, AND AUTHORIZING THE EXECUTION BY THE CITY MANAGER OF DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY, WATER EASEMENTS, WASTEWATER EASEMENTS, DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR THE RAINWATER DEVELOPMENT OFFSITE GA MOORE PARKWAY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of GA Moore Parkway from Preston Road to approximately 0.35 miles east of Coit Road (Rainwater Development);

WHEREAS, the City Council originally passed Resolution No. 2024-21R, providing certain properties on which the City Manager is authorized to acquire property interests from, and the now City Council desires to amend Resolution No. 2024-21R by adding additional properties to the City Manager's authority.

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

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to negotiate and execute documents necessary to acquire rights-of-way, easements, and any other property interests necessary for the construction of the Rainwater Development in the locations identified in the attached Exhibit "A" on behalf of the City, a majority of which are reiterated from Resolution No. 2024-21R, and certain others that are added by this Resolution.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 9th day of July 2024.

ATTEST: **APPROVED:**

_____ _____

Lauren Vaughns, City Secretary Ryan Tubbs, Mayor

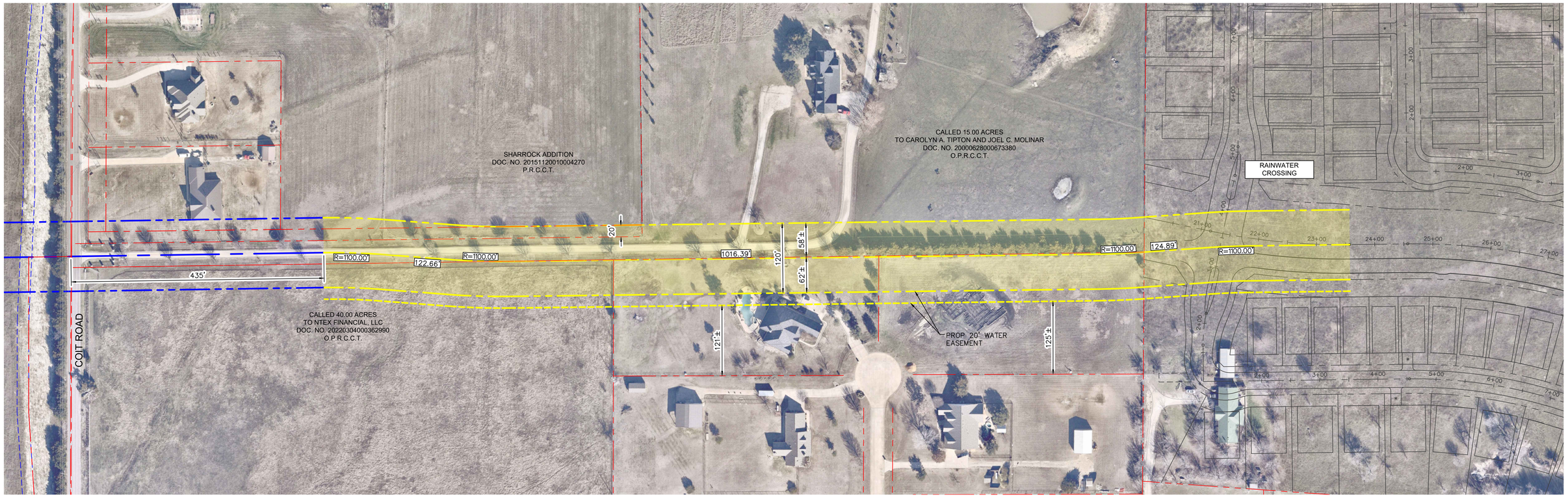
Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
1725743	Preston Acreage/Spartan Texas Six	ABS A0377 JNO M Herron Survey, Tract 7, 50.3334 acres	Celina	TX	75009
2904432	Ramble Investment LP	ABS A0488 George Joy Survey, Tract 2, 94.962 acres	Celina	TX	75009
2907010	Ramble Phase I LLC	ABS A0488 George Joy Survey, Tract 16, 65.24 acres	Celina	TX	75009
2796517	Steven D & Cynthia L Sharrock	Sharrock Addition (GNC), Block A, Lot 3-1	ETJ	TX	75009
2659630	Joel C & Carolyn A Molinar	ABS A0488 George Joy Survey, Tract 13, 11.99 acres	ETJ	TX	75009
2659629	Joel C & Carolyn A Molinar	ABS A0488 George Joy Survey, Tract 11, 3.01 acres	ETJ	TX	75009
2854778	NTEX Financial LLC	ABS A0488 George Joy Survey, Tract 8, 40.0 acres	Celina	TX	75009
2501438	Mihai Herenyi	Prairie Meadows Estates (GNC), Lot 10	Celina	TX	75009
2717990	Sashi Varanasi & Toby Varghese	ABS A0130 BBB & C RY CO Survey, Tract 42, 2.0 acres	ETJ	TX	75009
2663843	Alfredo & Maria Rangel	ABS A0488 George Joy Survey, Tract 5, 23.781 acres	ETJ	TX	75009
2663844	Peter & Rebecca Martinez	ABS A0488 George Joy Survey, Tract 14, 1.0 acres	ETJ	TX	75009
2612973	Rogelio & Lorraine Aragonez	ABS A0488 George Joy Survey, Tract 12, 1.0 acres	ETJ	TX	75009

2866257	Joe E & Janice K Stalling	ABS A0130 BBB & C RY CO Survey, Tract 21, 10.969 acres	ETJ	TX	75009
2715160	Preston 11 Celina Partners LLC	ABS A0753 W H RATTON SURVEY, TRACT 9, 11.001 ACRES	Celina	TX	75009
2501437	Locke Matt B & Jennifer	PRAIRIE MEADOWS ESTATES (GCN), LOT 9	ETJ	TX	75009

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160



Alignment Overview Exhibit

GA Moore Parkway

Celina, Texas
April 24th, 2024

DWG NAME K:\CEL_CIVIL\064537593-RAINWATER CROSSING\CAD\OFFSITE GA MOORE PARKWAY\EXHIBITS\PLANSHEETS\GA MOORE PARKWAY ALIGNMENT(S) OVERVIEW.DWG
LAST SAVED 4/24/2024 5:23 PM

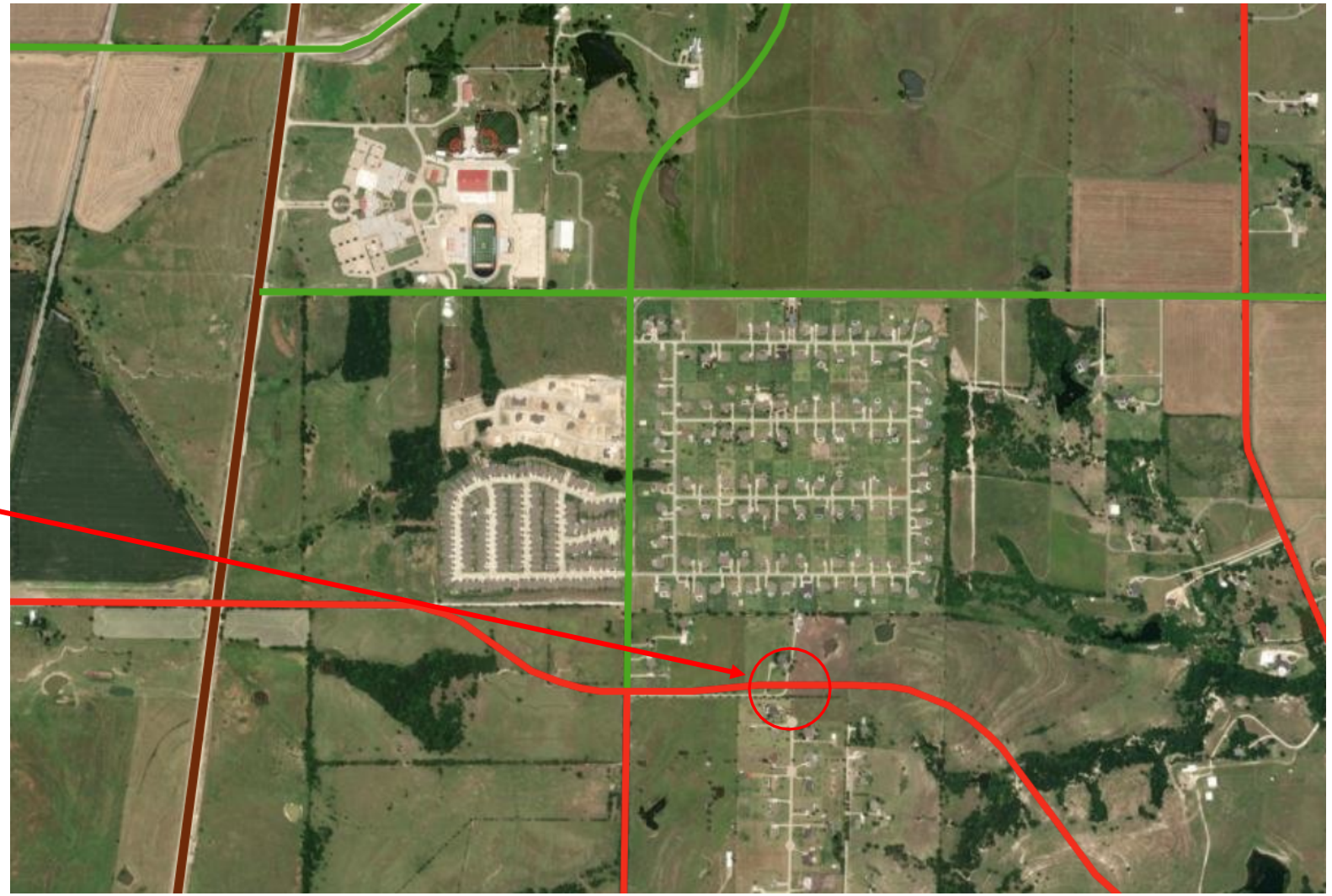
Kimley»Horn
400 N. Oklahoma Drive
Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

RIGHT-OF-WAY AND EASEMENT ACQUISITION AMENDMENT FOR EAST GA MOORE PARKWAY FROM PRESTON ROAD TO COIT ROAD

July 9, 2024

LOCATION MAP



FACTS

- Project Description: The City of Celina entered into a development agreement (DA) with HFI Celina Realty, LLC in August 2023. The amendment will include two a
- Action requested: Approval of resolution authorizing one additional parcel as part of the ROW acquisition
- Total cost: The developer will fund the acquisition costs.

Alignment Overview Exhibit

GA Moore Parkway

Celina, Texas
April 24th, 2024

Kimley»Horn
400 N. Oklahoma Drive
Suite 108
Celina, Texas 75009
469-801-2200
State of Texas Registration No. F-928

CELINA
TEXAS
EST. 1876
Life Connected.

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Assistant Finance Director
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	July 9, 2024
Re:	TIRZ 14 Final Project and Financing Plan

Action Requested:
Consider and act upon an Ordinance approving the final Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone (TIRZ) Number Fourteen. (Kearney)

Background Information:
This item approves the final Project and Financing Plan (PFP) for Tax Increment Reinvestment Zone Number Fourteen (TIRZ 14), which covers the southwestern portion of the Sutton Fields development. A final PFP establishes the projects that are eligible to be paid with TIRZ revenue, estimates the cost of projects, and forecasts the revenues that will be collected.

City Council approved the creation of TIRZ 14 on December 14, 2021. It included 109.926 acres of undeveloped land. The participation rate is 13.22% of the incremental revenues generated from the TIRZ. The maximum TIRZ contribution amount for projects is $15.351 million. The TIRZ will expire once the maximum TIRZ contribution amount is paid or on December 31, 2057, whichever occurs first. The Plan identifies the following eligible public improvements that align with the Sutton Fields East Public Improvement District (PID):

- Water and wastewater,
- Sanitary and storm sewer,
- Roadway and paving,
- Landscape and irrigation, and
- Park amenities and trails.

The TIRZ 14 Board of Directors will meet prior to the City Council meeting to review and approve a resolution for City Council consideration the same day.

Legal Review:

Supporting Documents:

1. TIRZ 14 Final PFP Presentation
2. Ordinance Approving Final PFP
3. TIRZ 14 Final Project Plan and Financing Plan - Exhibit A

Financial Consideration:

The final PFP establishes a 13.22 percent participation rate (13.22 percent of the incremental revenues generated by properties within the TIRZ will be dedicated to the public improvements).

Staff Recommendation:

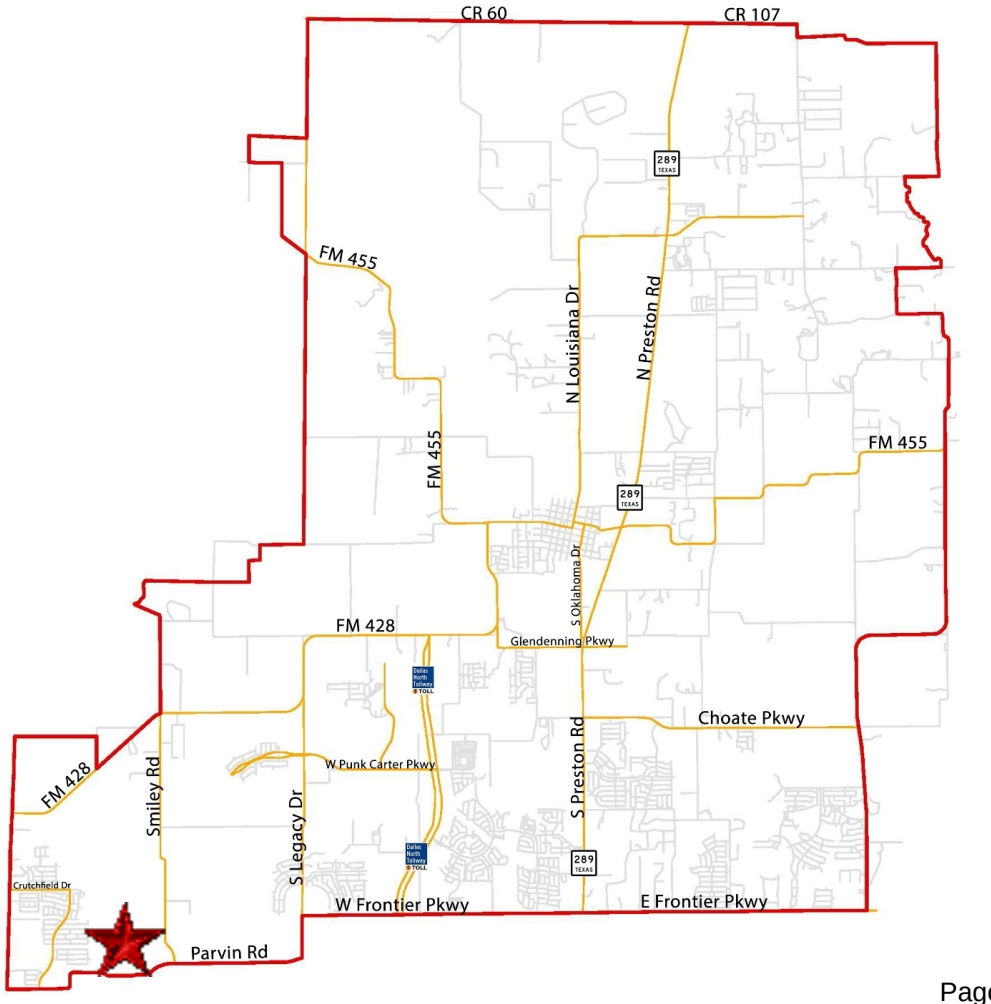
Staff recommends approval.

TIRZ #14 FINAL PROJECT AND FINANCING PLAN

City Council Meeting
July 9, 2024

TIRZ #14 BACKGROUND

- Southwestern Celina
- Portion of Sutton Fields
- Approved Dec. 14, 2021
- 109.926 acres – undeveloped
- 13.22% participation rate
- Expires Dec. 31, 2057 or upon $15.351 million project contribution
- Same geographic boundaries as Sutton Fields East Public Improvement District (PID)



FINAL PROJECT AND FINANCING PLAN

- City Council approved a preliminary project and financing plan to create TIRZ #14
- A final PFP is required by state law to establish the projects that are eligible to be paid with TIRZ revenue, estimates the cost of projects, and forecasts the revenues to be collected
- Projects:
  - Water and wastewater
  - Sanitary and storm sewer
  - Roadway and paving
  - Landscape and irrigation
  - Park amenities and trails

TIMELINE

- ~~October 12, 2021 – TIRZ Petition~~
- ~~December 14, 2021 – Preliminary PFP, Public Hearing, and TIRZ Creation~~
- July 9, 2024 – TIRZ #14 Board Considers Final PFP
- July 9, 2024 – City Council Considers TIRZ #14 Final PFP

QUESTIONS?

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ADOPTING A FINAL PROJECT PLAN AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FOURTEEN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Celina, Texas (the "City") is a home rule municipality created in accordance with the provisions of the Texas Constitution, the Texas Local Government Code and is operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), the City may designate a geographic area within the City and within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by the Act, the City prepared a preliminary project plan and reinvestment zone financing plan, as presented to City Council on December 14, 2021; and

WHEREAS, subsequent to a public hearing, City Council adopted Ordinance No. 2021-112 on December 14, 2021, creating "Tax Increment Reinvestment Zone No. 14, City of Celina" (the "Zone" or "TIRZ") and establishing a Board of Directors for the Zone; and

WHEREAS, pursuant to and as required by the Act, the Zone Board of Directors has prepared the project plan and a reinvestment zone financing plan (the "Final Project Plan and Financing Plan") attached as "Exhibit A"; and

WHEREAS, the Zone Board of Directors approved the Final Project Plan and Financing Plan on July 9, 2024; and

WHEREAS, the Final Project Plan and Financing Plan includes all required components, pursuant to and as required by the Act.

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

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

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan for the Zone conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the Final Project Plan, includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the Zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated non-project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The Final Financing Plan includes, but is not limited to, (1) a detailed list describing the estimated project costs/economic development grants of the Zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the Zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs/grants or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs/economic development grants and the expected sources of revenue to finance or pay project costs/economic development grants, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the Zone that levies taxes on real property in the Zone, (7) the current total appraised value of taxable real property in the Zone, (8) the estimated captured appraised valued of the Zone during each year of its existence, and (9) the duration of the Zone.

SECTION 3. FEASIBILITY. The City Council, pursuant to Section 311.011 of the Act, finds that the Final Project Plan and Financing Plan is feasible.

SECTION 4. APPROVAL OF FINAL PROJECT PLAN AND FINANCING PLAN AND PARTICIPATION AMOUNT. The Board of Directors for the Zone have submitted this Final Project Plan and Financing Plan to the City Council with a recommendation for approval. The City Council hereby approves the Final Project Plan and Financing Plan, a copy of which is attached hereto as "Exhibit A" and is incorporated herein for all purposes. The percent of participation in the Zone shall be as reflected in the Plan.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be effective from and after its date of passage in accordance with law. The City Council finds and determines that the meeting at which this Ordinance was adopted was held in accordance with the Texas Open Meetings Act.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 9th DAY OF JULY 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
FINAL PROJECT PLAN AND FINANCING PLAN

TAX INCREMENT REINVESTMENT ZONE NO. 14

CITY OF CELINA, TEXAS

FINAL PROJECT PLAN
AND
FINANCING PLAN

_____, 2024

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

TAX INCREMENT REINVESTMENT ZONE NO. 14

CITY OF CELINA, TEXAS

FINAL PROJECT PLAN AND FINANCING PLAN

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1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Celina, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City and within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the tax increment reinvestment zone is feasible, and that creation of the tax increment reinvestment zone is in the best interest of the City and the property in the tax increment reinvestment zone. The purpose of a tax increment reinvestment zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the tax increment reinvestment zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

Except as provided in the Act, an area may be designated as a tax increment reinvestment zone if such area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

The Zone. By City Council action on December 14, 2021, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. 14, City of Celina" (the "Zone" or "TIRZ") that includes approximately 109.926 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and to all of the region quality developments.

1.3. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on December 14, 2021, held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the "Owners") were given a reasonable opportunity to protest the inclusion of the Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated December 14, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.4. CREATION OF THE ZONE

Subsequent to the above-referenced public hearing, the City Council adopted Ordinance No. 2021-112 on December 14, 2021 (the "Creation Ordinance") in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the "Board").

1.5. BOARD RECOMMENDATIONS

Upon the creation of the Zone, the Board, during its _____, 2024, meeting, reviewed the *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 14, City of Celina* (the "Final Plan"), and approved and recommended to the City Council the Final Plan, pursuant to which the City will contribute a portion of the ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone/

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1.6. COUNCIL ACTION

The City Council, taking into consideration the recommendations of the Board, is anticipated to consider and approve the Final Plan on _____, 2024.

1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as proposed by MM Sutton Fields East LLC, a Texas limited liability company (the "Developer");
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this Final Plan;
- The real property tax rate remains static at the fiscal year 2023 level in future years;
- The Zone is anticipated to include the 109.926 acres comprising the Property; and
- The City has committed to use **13.22%** of the incremental revenues generated from the Property.

In summary, the TIRZ financing analysis indicates that, assuming one percent (1%) annual inflation through 2056 (and after completion of all phases), the Zone is estimated to have an incremental value of $208,567,840 as of January 1, 2057.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2057. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Value	Base Value[(a)]	Incremental Value
2057	$208,567,840	$0	$208,567,840

(a) According to DCAD, the base value of $19,570 represents the allocable share of the 2021 assessed value allocated base on the proportional acreage of the applicable parcels within the Zone, however, the land is in the extra-territoria jurisdiction of the City and the taxable value is $0.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B on the following page. The Property is anticipated to be fully built out by December 2028, and such fully built-out values are anticipated to be reflected in the 2029 property appraisal and the related incremental taxes will become fully available on taxes dues as of January 2030. The new proposed development could not occur without the Public Improvements (as defined herein) required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2029, is $157,851,560 with an incremental value of $157,851,560. Table 1-B illustrates the projected assessed value for taxes due as January 2029, assuming one percent (1%) annual inflation.

Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2029	Base Value[(a)]	Total Projected Incremental Appraised Value at Buildout as of January 1, 2029	Total Projected Incremental Tax Revenue as of January 31, 2030
City of Celina	$157,851,560	$0	$157,851,560	$966,295

(a) According to DCAD, the base value of $19,570 represents the allocable share of the 2021 assessed value allocated based on the proportional acreage of the applicable parcels within the Zone, however, the land is in the extra-territorial jurisdiction of the City and the taxable value is $0.

Refer to **Exhibit C** for projected tax increment revenues for each year.

The financing plan for the categories of public works and public improvements (the "Public Improvements") contemplates the issuance of special revenue bonds by the City and/or reimbursement agreement(s) secured by special assessments ("PID Assessments") levied on property within the Sutton Fields East Public Improvement District (the "PID"). The bonds and the reimbursement agreement secured by the PID Assessments are referred to as the "PID Bonds" and the "PID Reimbursement Agreement", respectively, and the total combined estimated par amount is $9,160,000.

A portion of the total Public Improvement costs are proposed to be funded with the PID Bonds and the PID Reimbursement Agreement. As a result, real property tax increment revenues will be used to pay a portion of the Project Costs by offsetting the PID Assessments imposed on the property within the PID.

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2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: https://comptroller.texas.gov/taxes/property-tax/valuing-property.php

2.3 APPEALS

According to the Denton County Appraisal District (the "DCAD"), property owners may utilize the DCAD appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, DCAD or Appraisal Review Board ("ARB") that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the DCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the DCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB's order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the DCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB's order by filing with the chief appraiser of the DCAD a notice of appeal.

2.4 Taxation Procedures

The assessment and property tax process for each tax year includes the steps shown in Table 2-A on the following page.

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Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 Penalties and Interest

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

2.6 Tax Sale

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2023, the real property tax rate in the City is $0.612154 per $100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rate will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C below provides historical tax rates from fiscal years 2015 to 2024.

Table 2-C
Historical Tax Rates 2015-2024

Fiscal Year	City Tax Rate Per $100 Assessed Value (M&O)	City Tax Rate Per $100 Assessed Value (I&S)	City Tax Rate Per $100 Assessed Value (Total)
2015-16	0.433512	0.211488	0.645000
2016-17	0.423269	0.221731	0.645000
2017-18	0.427800	0.217200	0.645000
2018-19	0.385416	0.259584	0.645000
2019-20	0.453683	0.191317	0.645000
2020-21	0.453125	0.191875	0.645000
2021-22	0.429385	0.215615	0.645000
2022-23	0.372702	0.262057	0.315878
2023-24	0.315878	0.296276	0.612154

Source: DCAD and City of Celina website.

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3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous to the City's corporate limits and is currently located within the City's extraterritorial jurisdiction. The Property is comprised of 109.926 acres.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. Once annexed into the City, the Property will be zoned consistent with the development standards (the "Development Standards"), which are included in that certain Sutton Fields East Development Agreement between the Developer and the City, effective October 15, 2021, and which are also attached herein as **Exhibit I** (the "Development Agreement"). A map of the Property is shown on **Exhibit A** and description of the proposed uses within the Property are shown on Table 3-A below and shown on **Exhibit D.**

Table 3-A
Description of Proposes Uses

Property Type	Estimated Completion	Quantity	Measurement
Single-Family - 60 Ft	2027	87	Units
Single-Family - 50 Ft	2028	363	Units
Total		450	

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E.**

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Development Standards.

3.3. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-project costs which are estimated at approximately $3,650,135 for the total property within the Zone.

3.4. RELOCATION OF DISPLACED PERSONS

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

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4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements as well as related interest expense are estimated to be approximately $15,351,333 (the "Maximum TIRZ Contribution Amount"), as set forth in **Exhibit F**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

4.2. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The Public Improvements that are proposed to be financed within the Zone are as follows: water and wastewater improvements, sanitary and storm sewer improvements, road, paving, and landscape and irrigation improvements. All Public Improvements shall be designed and constructed in accordance with the applicable City and/or Mustang Special Utility District (the "District") standards and shall be reviewed, inspected, approved, and accepted by the City and/or the District, respectively. At the discretion of the City, some of the Public Improvements that are to be financed with the TIRZ Increments may be owned by the City and/or the District, but maintained by a homeowners' association as may be agreed by the City from time to time.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements to be constructed within the Zone, as further described in the Service and Assessment Plan for the PID, are shown in **Exhibit G**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan.

The categories of Public Improvements that are proposed to be financed within the Zone may include the economic development grant.

4.3. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit H**, the current aggregate taxable value of the property in the development based on the proportional acreage of the applicable parcels is $0. The development is projected to be fully built out by December 2027 based on the absorption estimated by the Developer.

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For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the Public Improvements to be constructed within the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2028 is $157,851,560, with an incremental value of $157,851,560. The new development is projected to generate approximately $1,276,756 in annual projected incremental real property taxes and approximately $34,784,183 during the anticipated term of the Zone as shown in Table 4-A below.

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value as of January 1, 2056	Total Projected Annual Incremental Tax Revenue (Due by January 31, 2057)	Total Projected Incremental Tax Revenue during the Term of the TIRZ
City of Celina	$208,567,840	$1,276,756	$34,784,183

Approximately 86.78% of the new tax revenue generated from the new development within the Zone will be retained by the City. The remaining approximately 13.22% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs until the earlier of (i) Maximum TIRZ Contribution Amount is paid, or (ii) the term of the Zone expires in 2057. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

These projections assume a one percent (1%) annual property value inflation factor. As shown in **Exhibit C-3**, the total anticipated Maximum TIRZ Contribution Amount towards the Public Improvements is projected to be $15,351,333. As a result, the TIRZ is anticipated to generate $19,432,850 (i.e. $34,784,183 - $15,351,333) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B on the following page shows the projected Maximum TIRZ contribution by each participating jurisdiction.

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Table 4-B
Projected Maximum TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ[(a)]	Total Projected Incremental Tax Revenue Available for payment of Project Costs (Maximum TIRZ Contribution Amount) [(b)]	Total Projected Incremental Tax Revenue Retained by the City[(c)]
City of Celina	$34,784,183	$15,351,333	$19,432,850

[(a)] Represents the projected incremental tax revenues generated from the Property.
[(b)] Represents the total projected incremental tax revenue available for the payment of the Project Costs.
[(c)] Represents the total projected incremental tax revenue available for the City assuming the Maximum TIRZ Contribution is paid out.

4.4. TIRZ Participation Level

For properties within the TIRZ, 13.22% of the total City incremental real property tax revenue will be pledged to the TIRZ Fund as shown in Table 4-C below.

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level
City of Celina	13.22%

4.5. Estimated Bonded Indebtedness

The 109.926 acres comprising the Zone will also be located within the PID. PID Bonds were issued in 2022, in which a credit in the amount equal to 13.22% of the City total incremental real property tax revenue for properties within the Zone was made to offset the PID Assessment imposed on the property in the PID.

4.6. Estimated Time for Costs or Obligations

The Project Costs are estimated to be incurred within 48 months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. Method of Financing

The City, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the Developer. The Final Plan shall obligate the City to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made

solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per $100 of taxable value in the Zone that equals 13.22% of taxable value in the Zone from the City incremental property taxes collected in the Zone for years one through thirty-six (1-36).

4.8. Total Appraised Value

The current total taxable value of taxable real property in the Zone is $0. as shown in **Exhibit H**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be $208,567,840.

4.9. Estimated Captured Appraised Value Taxable by the City

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is $0 as shown in **Exhibit H**, the total taxable value of the Property for the year in which the Zone was designated.

4.10. Duration of the Zone; Termination

The stated term of the Zone shall be thirty-six (36) years and commence on December 14, 2021 (base value as of January 1, 2021), and shall continue until December 31, 2057, unless otherwise terminated in accordance with this section and the Act. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the DCAD. This plan attempts to estimate how the DCAD may estimate the value of the subject properties in the future. The values estimated by the DCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The DCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2023 as shown in Table 2-C. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on one percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2021. Values in any future year may be less than values in 2021.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.

2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.

3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.

4. The subject properties will be served by adequate transportation, utilities and governmental facilities.

5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.

6. The subject properties will be developed, marketed, and operated in a highly professional manner.

7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.

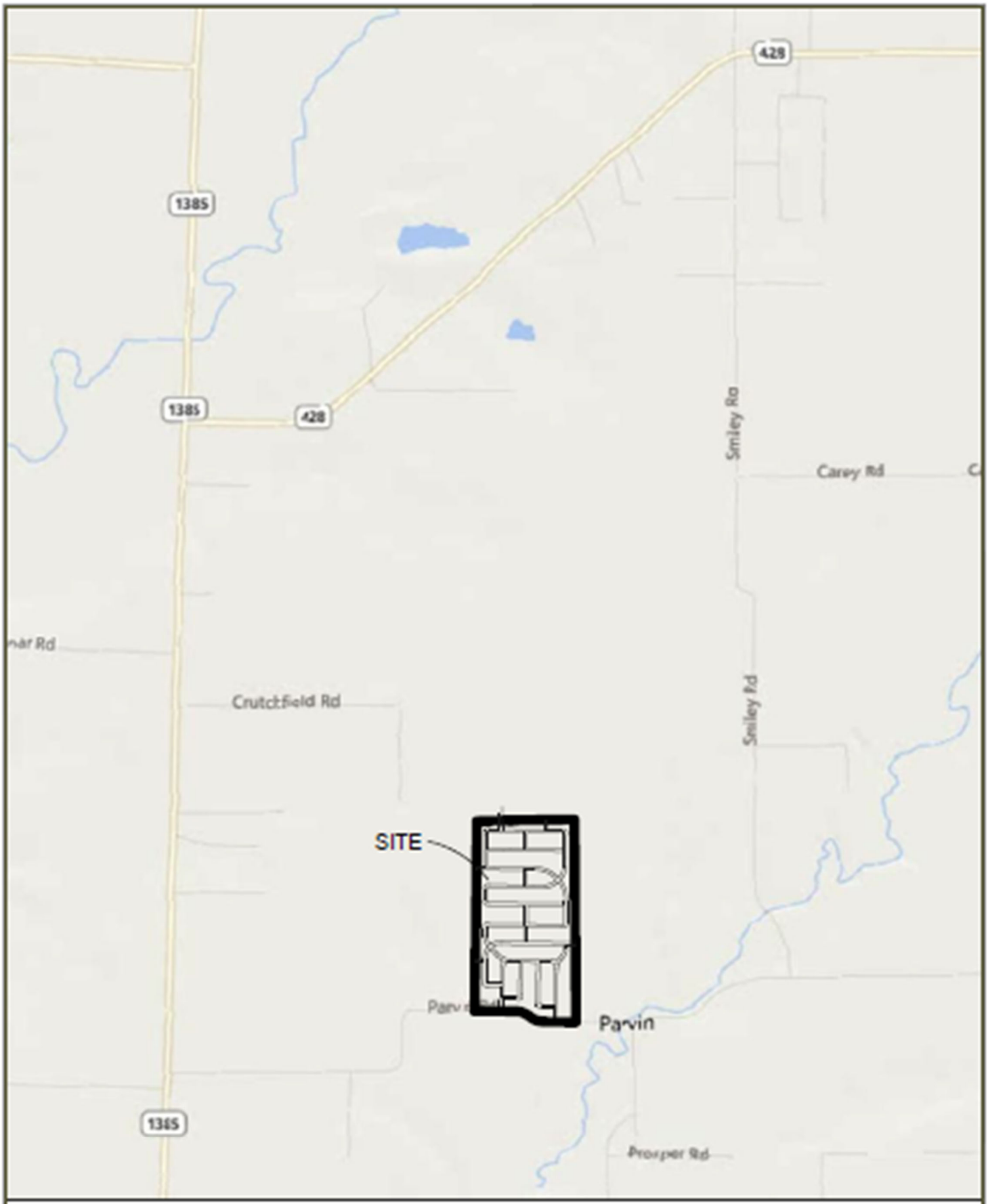
8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

6. LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C-1	Projected Absorption
Exhibit C-2	Projected Assessed Value
Exhibit C-3	Projected Incremental Assessed Values and Incremental Real Property Taxes
Exhibit D	Map and Description of the Proposed Uses of the Property (Current Concept Plan)
Exhibit E	List of Parcels in the Zone
Exhibit F	Project Costs
Exhibit G	Map of Public Improvements
Exhibit H	Current Appraised Value of the Zone (Base Year)
Exhibit I	Development Standards

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE



AREA LOCATION MAP

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT

CELINA, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1" = 3,000'
DATE: SEPT. 2021

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

PROPERTY METES AND BOUNDS DESCRIPTION

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56º15'58" West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11'44" West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

EXHIBIT C
PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL PROPERTY TAXES

Tax Increment Reinvestment Zone No. 14
Celina, Texas

Exhibit C-1: Projected Absorption - All Phases[1]

Development Year Ending	Assessed As Of[2]	Single-Family - 60 Ft		Single-Family - 50 Ft		Total	
		Units	Cumulative	Units	Cumulative	Units	Cumulative
31-Dec-21	1-Jan-22	0	0	0	0	0	0
31-Dec-22	1-Jan-23	0	0	0	0	0	0
31-Dec-23	1-Jan-24	0	0	0	0	0	0
31-Dec-24	1-Jan-25	20	20	100	100	120	120
31-Dec-25	1-Jan-26	20	40	105	205	125	245
31-Dec-26	1-Jan-27	27	67	93	298	120	365
31-Dec-27	1-Jan-28	20	87	57	355	77	442
31-Dec-28	1-Jan-29	0	87	8	363	8	450
31-Dec-29	1-Jan-30	0	87	0	363	0	450
31-Dec-30	1-Jan-31	0	87	0	363	0	450
31-Dec-31	1-Jan-32	0	87	0	363	0	450
31-Dec-32	1-Jan-33	0	87	0	363	0	450
31-Dec-33	1-Jan-34	0	87	0	363	0	450
31-Dec-34	1-Jan-35	0	87	0	363	0	450
31-Dec-35	1-Jan-36	0	87	0	363	0	450
31-Dec-36	1-Jan-37	0	87	0	363	0	450
31-Dec-37	1-Jan-38	0	87	0	363	0	450
31-Dec-38	1-Jan-39	0	87	0	363	0	450
31-Dec-39	1-Jan-40	0	87	0	363	0	450
31-Dec-40	1-Jan-41	0	87	0	363	0	450
31-Dec-41	1-Jan-42	0	87	0	363	0	450
31-Dec-42	1-Jan-43	0	87	0	363	0	450
31-Dec-43	1-Jan-44	0	87	0	363	0	450
31-Dec-44	1-Jan-45	0	87	0	363	0	450
31-Dec-45	1-Jan-46	0	87	0	363	0	450
31-Dec-46	1-Jan-47	0	87	0	363	0	450
31-Dec-47	1-Jan-48	0	87	0	363	0	450
31-Dec-48	1-Jan-49	0	87	0	363	0	450
31-Dec-49	1-Jan-50	0	87	0	363	0	450
31-Dec-50	1-Jan-51	0	87	0	363	0	450
31-Dec-51	1-Jan-52	0	87	0	363	0	450
31-Dec-52	1-Jan-53	0	87	0	363	0	450
31-Dec-53	1-Jan-54	0	87	0	363	0	450
31-Dec-54	1-Jan-55	0	87	0	363	0	450
31-Dec-55	1-Jan-56	0	87	0	363	0	450
31-Dec-56	1-Jan-57	0	87	0	363	0	450
Total		87		363		450	

MuniCap, Inc. *TIRZ No. 14 - Sutton Fields East/TIRZ/Projections/[Sutton Fields East Projection Final PFP v3.0.xlsx]Exhibit C-1*
14-Apr-24

[1]Provided by Developer.
[2]According to the Denton County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

Tax Increment Reinvestment Zone No. 14
Celina, Texas

Exhibit C-2: Projected Assessed Value - All Phases

Development Year Ending	Assessed As Of[1]	1.0% Inflation Factor[2]	Single-Family - 60 Ft Units[3]	Value Per Unit[4]	Projected Assessed Value	Single-Family - 50 Ft Units[3]	Value Per Unit[4]	Projected Assessed Value	Total Projected Assessed Value
31-Dec-21	1-Jan-22	100%	0	$378,000	$0	0	$315,000	$0	$0
31-Dec-22	1-Jan-23	101%	0	$381,780	$0	0	$318,150	$0	$0
31-Dec-23	1-Jan-24	102%	0	$385,598	$0	0	$321,332	$0	$0
31-Dec-24	1-Jan-25	103%	20	$389,454	$7,789,076	100	$324,545	$32,454,482	$40,243,557
31-Dec-25	1-Jan-26	104%	40	$393,348	$15,733,933	205	$327,790	$67,197,004	$82,930,937
31-Dec-26	1-Jan-27	105%	67	$397,282	$26,617,881	298	$331,068	$98,658,313	$125,276,194
31-Dec-27	1-Jan-28	106%	87	$401,255	$34,909,152	355	$334,379	$118,704,491	$153,613,643
31-Dec-28	1-Jan-29	107%	87	$405,267	$35,258,243	363	$337,723	$122,593,317	$157,851,560
31-Dec-29	1-Jan-30	108%	87	$409,320	$35,610,826	363	$341,100	$123,819,250	$159,430,076
31-Dec-30	1-Jan-31	109%	87	$413,413	$35,966,934	363	$344,511	$125,057,443	$161,024,376
31-Dec-31	1-Jan-32	110%	87	$417,547	$36,326,603	363	$347,956	$126,308,017	$162,634,620
31-Dec-32	1-Jan-33	112%	87	$421,723	$36,689,869	363	$351,436	$127,571,097	$164,260,966
31-Dec-33	1-Jan-34	113%	87	$425,940	$37,056,768	363	$354,950	$128,846,808	$165,903,576
31-Dec-34	1-Jan-35	114%	87	$430,199	$37,427,336	363	$358,499	$130,135,276	$167,562,612
31-Dec-35	1-Jan-36	115%	87	$434,501	$37,801,609	363	$362,084	$131,436,629	$169,238,238
31-Dec-36	1-Jan-37	116%	87	$438,846	$38,179,625	363	$365,705	$132,750,995	$170,930,620
31-Dec-37	1-Jan-38	117%	87	$443,235	$38,561,421	363	$369,362	$134,078,505	$172,639,926
31-Dec-38	1-Jan-39	118%	87	$447,667	$38,947,036	363	$373,056	$135,419,290	$174,366,326
31-Dec-39	1-Jan-40	120%	87	$452,144	$39,336,506	363	$376,786	$136,773,483	$176,109,989
31-Dec-40	1-Jan-41	121%	87	$456,665	$39,729,871	363	$380,554	$138,141,218	$177,871,089
31-Dec-41	1-Jan-42	122%	87	$461,232	$40,127,170	363	$384,360	$139,522,630	$179,649,800
31-Dec-42	1-Jan-43	123%	87	$465,844	$40,528,441	363	$388,203	$140,917,856	$181,446,298
31-Dec-43	1-Jan-44	124%	87	$470,503	$40,933,726	363	$392,085	$142,327,035	$183,260,761
31-Dec-44	1-Jan-45	126%	87	$475,208	$41,343,063	363	$396,006	$143,750,305	$185,093,368
31-Dec-45	1-Jan-46	127%	87	$479,960	$41,756,494	363	$399,966	$145,187,808	$186,944,302
31-Dec-46	1-Jan-47	128%	87	$484,759	$42,174,059	363	$403,966	$146,639,686	$188,813,745
31-Dec-47	1-Jan-48	130%	87	$489,607	$42,595,799	363	$408,006	$148,106,083	$190,701,883
31-Dec-48	1-Jan-49	131%	87	$494,503	$43,021,757	363	$412,086	$149,587,144	$192,608,901
31-Dec-49	1-Jan-50	132%	87	$499,448	$43,451,975	363	$416,207	$151,083,016	$194,534,990
31-Dec-50	1-Jan-51	133%	87	$504,442	$43,886,494	363	$420,369	$152,593,846	$196,480,340
31-Dec-51	1-Jan-52	135%	87	$509,487	$44,325,359	363	$424,572	$154,119,784	$198,445,144
31-Dec-52	1-Jan-53	136%	87	$514,582	$44,768,613	363	$428,818	$155,660,982	$200,429,595
31-Dec-53	1-Jan-54	137%	87	$519,728	$45,216,299	363	$433,106	$157,217,592	$202,433,891
31-Dec-54	1-Jan-55	139%	87	$524,925	$45,668,462	363	$437,437	$158,789,768	$204,458,230
31-Dec-55	1-Jan-56	140%	87	$530,174	$46,125,147	363	$441,812	$160,377,665	$206,502,812
31-Dec-56	1-Jan-57	142%	87	$535,476	$46,586,398	363	$446,230	$161,981,442	$208,567,840

MuniCap, Inc. *'municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Celina/3-TIRZs/TIRZ No. 14 - Sutton Fields East/TIRZ/Projections/[Sutton Fields East Projection Final PFP v3.0.xlsx]Exhibit C-2 14-Apr-24*

[1]According to the Denton County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

[2]Assumes an annual inflation factor of 1.0%.

[3]See Exhibit C-1.

[4]Provided by Developer.

Tax Increment Reinvestment Zone No. 14
Celina, Texas

Exhibit C-3: Projected Incremental Assessed Value & Incremental Real Property Taxes

Development Year Ending	Bond Year Ending	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value[3]	Estimated Incremental Value	City of Celina Real Property Tax Rate (Per $100 A.V.)[4]	Total Incremental Tax Revenues	Percent Available for Debt Service[5]	Total Available Incremental Tax Revenues
31-Dec-21	31-Dec-22	100%	$0	$0	$0	$0.612154	$0	13.22%	$0
31-Dec-22	31-Dec-23	101%	$0	$0	$0	$0.612154	$0	13.22%	$0
31-Dec-23	31-Dec-24	102%	$0	$0	$0	$0.612154	$0	13.22%	$0
31-Dec-24	31-Dec-25	103%	$40,243,557	$0	$40,243,557	$0.612154	$246,353	13.22%	$32,568
31-Dec-25	31-Dec-26	104%	$82,930,937	$0	$82,930,937	$0.612154	$507,665	13.22%	$67,113
31-Dec-26	31-Dec-27	105%	$125,276,194	$0	$125,276,194	$0.612154	$766,883	13.22%	$101,382
31-Dec-27	31-Dec-28	106%	$153,613,643	$0	$153,613,643	$0.612154	$940,352	13.22%	$124,315
31-Dec-28	31-Dec-29	107%	$157,851,560	$0	$157,851,560	$0.612154	$966,295	13.22%	$127,744
31-Dec-29	31-Dec-30	108%	$159,430,076	$0	$159,430,076	$0.612154	$975,958	13.22%	$129,022
31-Dec-30	31-Dec-31	109%	$161,024,376	$0	$161,024,376	$0.612154	$985,717	13.22%	$130,312
31-Dec-31	31-Dec-32	110%	$162,634,620	$0	$162,634,620	$0.612154	$995,574	13.22%	$131,615
31-Dec-32	31-Dec-33	112%	$164,260,966	$0	$164,260,966	$0.612154	$1,005,530	13.22%	$132,931
31-Dec-33	31-Dec-34	113%	$165,903,576	$0	$165,903,576	$0.612154	$1,015,585	13.22%	$134,260
31-Dec-34	31-Dec-35	114%	$167,562,612	$0	$167,562,612	$0.612154	$1,025,741	13.22%	$135,603
31-Dec-35	31-Dec-36	115%	$169,238,238	$0	$169,238,238	$0.612154	$1,035,999	13.22%	$136,959
31-Dec-36	31-Dec-37	116%	$170,930,620	$0	$170,930,620	$0.612154	$1,046,359	13.22%	$138,329
31-Dec-37	31-Dec-38	117%	$172,639,926	$0	$172,639,926	$0.612154	$1,056,822	13.22%	$139,712
31-Dec-38	31-Dec-39	118%	$174,366,326	$0	$174,366,326	$0.612154	$1,067,390	13.22%	$141,109
31-Dec-39	31-Dec-40	120%	$176,109,989	$0	$176,109,989	$0.612154	$1,078,064	13.22%	$142,520
31-Dec-40	31-Dec-41	121%	$177,871,089	$0	$177,871,089	$0.612154	$1,088,845	13.22%	$143,945
31-Dec-41	31-Dec-42	122%	$179,649,800	$0	$179,649,800	$0.612154	$1,099,733	13.22%	$145,385
31-Dec-42	31-Dec-43	123%	$181,446,298	$0	$181,446,298	$0.612154	$1,110,731	13.22%	$146,839
31-Dec-43	31-Dec-44	124%	$183,260,761	$0	$183,260,761	$0.612154	$1,121,838	13.22%	$148,307
31-Dec-44	31-Dec-45	126%	$185,093,368	$0	$185,093,368	$0.612154	$1,133,056	13.22%	$149,790
31-Dec-45	31-Dec-46	127%	$186,944,302	$0	$186,944,302	$0.612154	$1,144,387	13.22%	$151,288
31-Dec-46	31-Dec-47	128%	$188,813,745	$0	$188,813,745	$0.612154	$1,155,831	13.22%	$152,801
31-Dec-47	31-Dec-48	130%	$190,701,883	$0	$190,701,883	$0.612154	$1,167,389	13.22%	$154,329
31-Dec-48	31-Dec-49	131%	$192,608,901	$0	$192,608,901	$0.612154	$1,179,063	13.22%	$155,872
31-Dec-49	31-Dec-50	132%	$194,534,990	$0	$194,534,990	$0.612154	$1,190,854	13.22%	$157,431
31-Dec-50	31-Dec-51	133%	$196,480,340	$0	$196,480,340	$0.612154	$1,202,762	13.22%	$159,005
31-Dec-51	31-Dec-52	135%	$198,445,144	$0	$198,445,144	$0.612154	$1,214,790	13.22%	$160,595
31-Dec-52	31-Dec-53	136%	$200,429,595	$0	$200,429,595	$0.612154	$1,226,938	13.22%	$162,201
31-Dec-53	31-Dec-54	137%	$202,433,891	$0	$202,433,891	$0.612154	$1,239,207	13.22%	$163,823
31-Dec-54	31-Dec-55	139%	$204,458,230	$0	$204,458,230	$0.612154	$1,251,599	13.22%	$165,461
31-Dec-55	31-Dec-56	140%	$206,502,812	$0	$206,502,812	$0.612154	$1,264,115	13.22%	$167,116
31-Dec-56	31-Dec-57	142%	$208,567,840	$0	$208,567,840	$0.612154	$1,276,756	13.22%	$168,787
Total							$34,784,183		$4,598,469

MuniCap, Inc. *https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Celina/3-TIRZs/TIRZ No. 14 - Sutton Fields East/TIRZ/Projections/[Sutton Fields East Projection Final PFP v3.0.xlsx]Exhibit C-3*
14-Apr-24

[1]Assumes an annual inflation factor of 1.0%.

[2]See Exhibit C-2.

[3]See Exhibit H.

[4]Represents the City of Celina real property tax rate for tax year 2023. Source: Denton County Tax Assessor-Collector.

[5]Assumes 13.22% of incremental tax revenues are available for the repayment of debt service.

EXHIBIT D

MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY
(CURRENT CONCEPT PLAN)

Sutton Fields East Concept Plan 6

data summary

Gross Site Area:		110 AC.
	Acres	Gross %
Residential Lots	93.9	85%
Public Open Space	8.3	8%
Detention	7.8	7%
Residential Product Type:	Lots	%
50'x 115' Lot	363	81%
60'x 115' Lot	87	19%
Total Lots	450	100%

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SUTTON FIELDS EAST DEVELOPMENT
CITY OF CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=300'
DATE: JULY 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East Concept Plan 07262021.dwg Jul 26,2021 - 1:24 pm chancock

EXHIBIT E
LIST OF PARCELS IN THE ZONE

Tax Increment Reinvestment Zone No. 14
Celina, Texas

Exhibit E: Parcels in the Zone

Property ID	Owner	Value As Of[1]	Acres[2],3
52714	CAREY NINEMIRE, JO LYNN & CAREY VARNER, LAURA JEAN & CAREY, M	January 1, 2021	92.960
635330	CAREY NINEMIRE, JO LYNN & CAREY VARNER, LAURA JEAN & CAREY, M	January 1, 2021	125.523
Total			218.483

[1]Tax Increment Reinvestment Zone No. 14 was created in 2021. As a result, the base value will be based on the taxable value as of January 1, 2021.

[2]According to the Denton County Appraisal District records.

[3]See Exhibit H for allocation of parcels within the TIRZ boundary.

EXHIBIT F
PROJECT COSTS

COMMUNITY NAME: Sutton Fields East
PHASES: Full Development
CITY OR TOWN: Celina ETJ

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	110.4
NET ACREAGE:	110.4
TOTAL LOTS:	450
TOTAL DENSITY:	4.08
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	06/03/21
REVISED:	11/05/21

Direct Phase Costs	TOTALS	PHASE 1	PHASE 2	NOTES
1 Site Preparation	$ 1,663,803	$ 810,468	$ 853,335	
2 Water System	$ 1,755,790	$ 753,000	$ 1,002,790	
3 Sanitary Sewer System	$ 1,465,970	$ 829,945	$ 636,025	
4 Storm Drain System	$ 3,283,930	$ 1,730,660	$ 1,553,270	
5 Roadway Improvements	$ 4,965,685	$ 1,777,930	$ 3,187,755	
6 Screening Walls & Landscaping	$ 172,518	$ -	$ 172,518	
7 Park Amenities & Trails	$ 197,400	$ 3,000	$ 194,400	
8 Prof. & Other Soft Cost	$ 2,452,829	$ 1,166,071	$ 1,286,758	
9 Contingency 0%	$ 321,491	$ -	$ 321,491	
10 District Formation/ Legal/ Consulting	$ 800,000	$ 400,000	$ 400,000	
	$ 17,079,416	$ 7,471,074	$ 9,608,342	

Major Improvements Costs	TOTALS	PHASE 1	FUTURE PHASES	NOTES
1 Site Preparation	$ -			
2 Water System	$ -			
3 Sanitary Sewer System	$ -			
4 Storm Drain System	$ -			
5 Roadway Improvements	$ -			
6 Screening Walls	$ -			
7 Landscape & Hardscape	$ -			
8 Park Amenities & Trails	$ -			
9 Prof. & Other Soft Cost	$ -			
10 Contingency 0%	$ -			
12 District Formation Costs	$ -			
13	$ -			
	$ -	$ -	$ -	

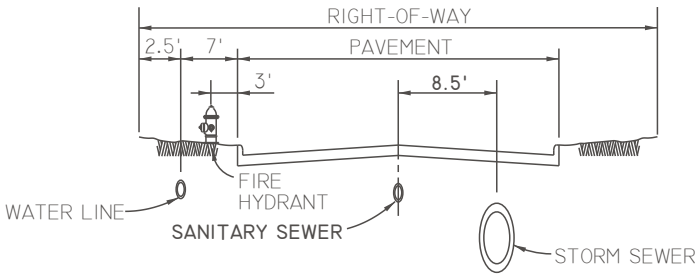
EXHIBIT G
MAP OF PUBLIC IMPROVEMENTS

PHASE 1

FUTURE PHASE 2

PARVIN ROAD

EX SEWER LINE



TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

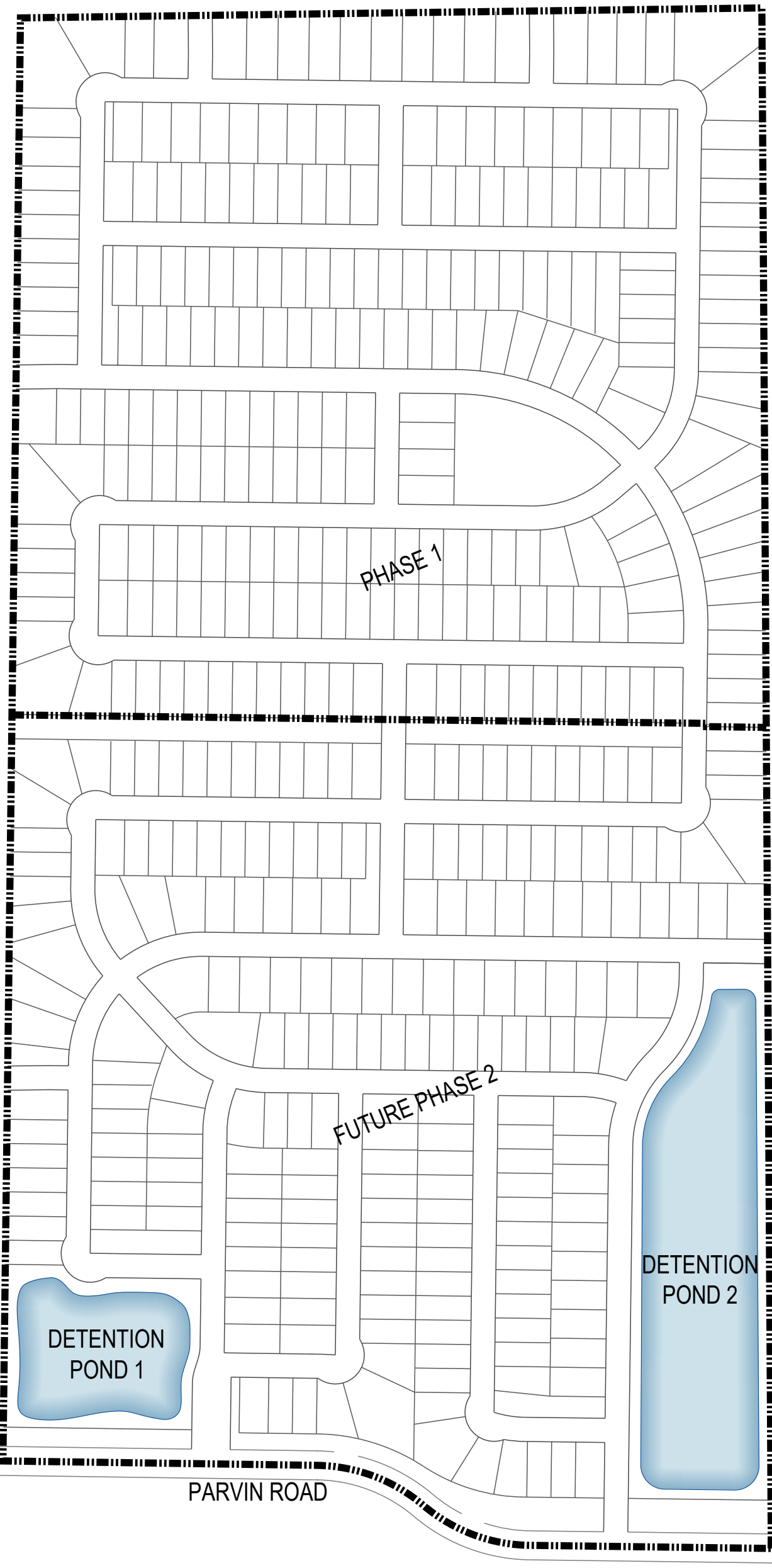
MAJOR SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID MI Sewer 09242021.dwg Sep 24,2021 - 1:32 pm chancock



MAJOR STORM SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

CENTURION AMERICAN

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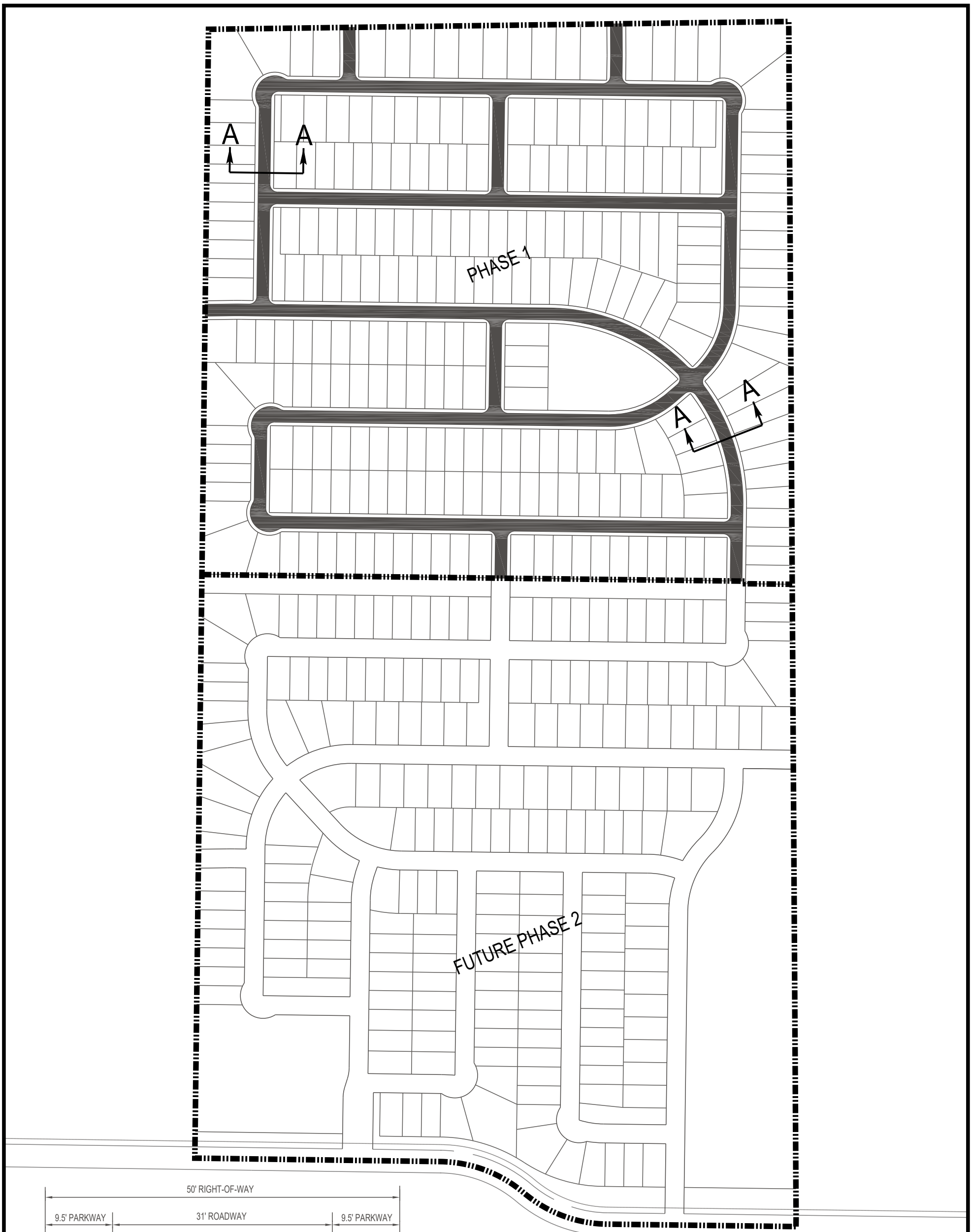

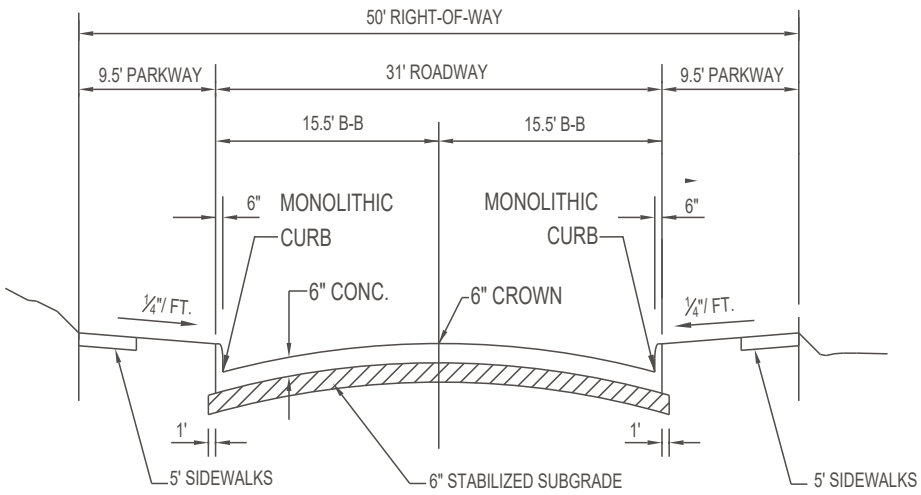

TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

PHASE 1 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=250'
DATE: SEPT. 2021

CENTURION AMERICAN

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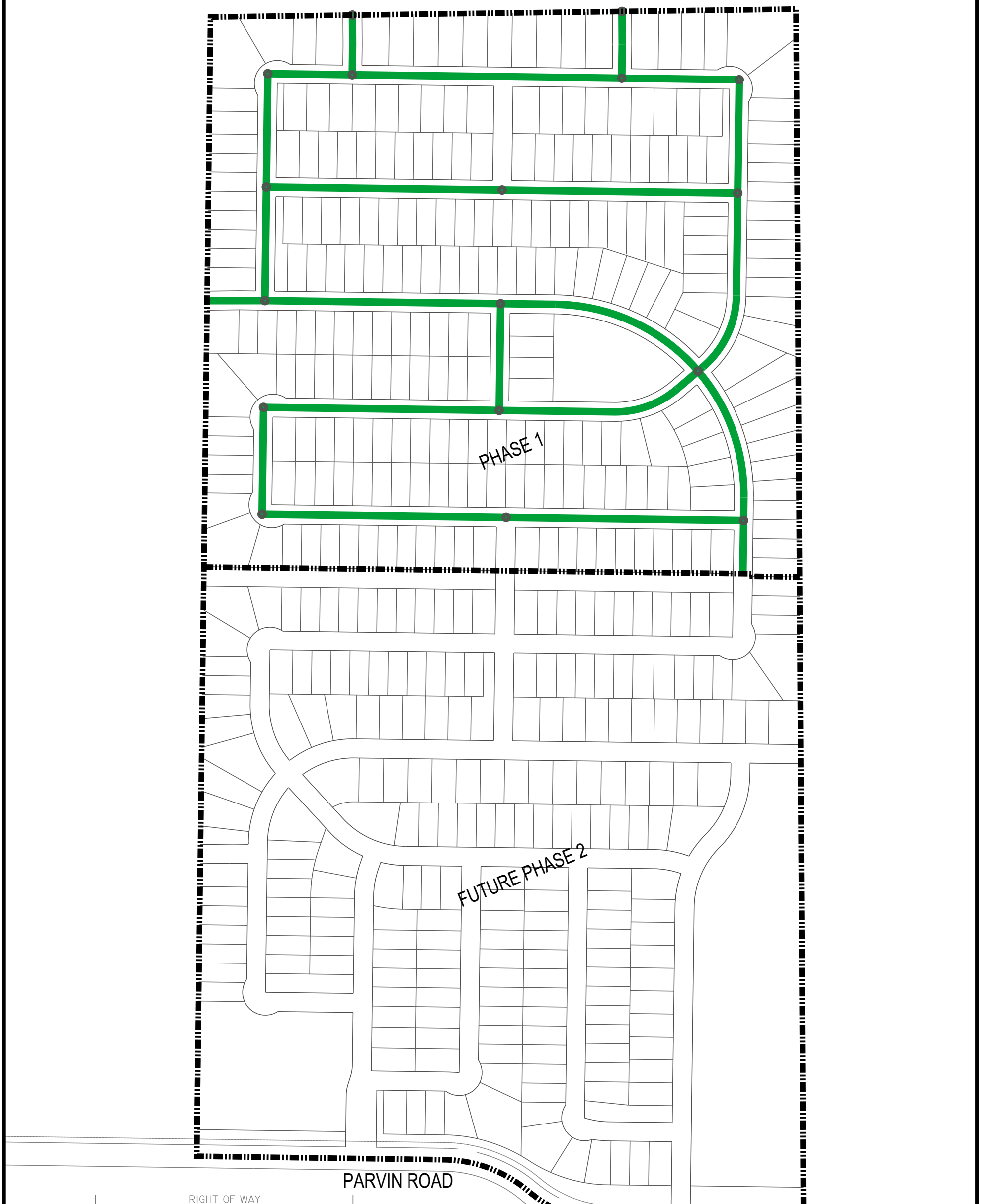


TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

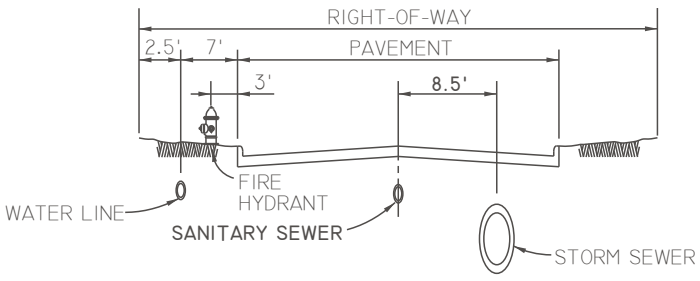
CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Sewer 09242021.dwg Sep 24,2021 - 1:23 pm chancock

PHASE 1

FUTURE PHASE 2

PARVIN ROAD



TYPICAL SEWER LOCATION
N.T.S.

WATER LINE

PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: SEPT. 2021

CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Water 09242021.dwg Sep 24,2021 - 1:22 pm chancock

EXHIBIT H
CURRENT APPRAISED VALUE OF THE ZONE (BASE YEAR)

Tax Increment Reinvestment Zone No. 14
Celina, Texas

Exhibit H: Current Appraised Value of the Zone (Base Year)

Table 1: Total Base Value

Property ID[1]	Owner	Property Address	Value As Of[2]	Acres[3]	Total Assessed Value[2]				TIRZ Assessed Value[4]	Taxable Value[5]
					Included in TIRZ	Land	Improvement	Total		
52714	-	-	January 1, 2021	92.960	100.00%	$17,476	$0	$17,476	$17,476	$0
635330	-	-	January 1, 2021	125.523	13.52%	$15,932	$2,424	$18,356	$2,481	$0
Total				218.483		$33,408	$2,424	$35,832	$19,957	$0

Table 2: Base Value by Phase

Phase	Acres[6]	Allocation[7]	Total Taxable Value[8]	Total Taxable Value By Phase[9]
Major Improvement Area	58.03	52.79%	$0	$0
Phase #1	51.90	47.21%	$0	$0
Total	109.926	100.00%		$0

MuniCap, Inc. *'s East/TIRZ/Projections/[Sutton Fields East Projection Final PFP v2.0.xlsx]Exhibit H*
17-Feb-24

[1]Portions of the tax parcels shown comprise the Tax Increment Reinvestment Zone No. 14.

[2]Tax Increment Reinvestment Zone created in 2021. As a result, the base value will be based on the taxable value as of January 1, 2021.

[3]According to the Denton County Appraisal District records.

[4]Assessed value based on allocation of acres within TIRZ Boundary.

[5]According to the Denton County Tax Assessor records.

[6]Acreage included in the TIRZ Boundary provided by the Developer.

[7]Represents the percent of the phase of development compared to the total acreage for Tax Increment Reinvestment Zone No. 14.

[8]See Table 1.

[9]Represents the allocation per phase multiplied by the total taxable value.

EXHIBIT I
DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS

Base Zoning:

The Development shall follow all standards in the City's Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the residential portion of the Planned Development ("PD") shall be SF-R, Single- Family Residential Detached District.

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of engineering requirements, such as detention.

SF General Regulations

All single-family residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in these development standards.

a) The lot widths shall be measured along the arc of the primary structure setback line.

b) For cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.

Lot Type A:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	School Zone Speed Limits Ordinance Annual Update

Action Requested:
Consider and act upon an amendment to Exhibit A of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to add new school zones for the Prosper ISD and Celina ISD. (Glasgow)

Background Information:
In July 2020, the City of Celina created Ordinance 2000-45 to establish reduced-speed school zones. Exhibit A of Ordinance 2000-45 is updated annually as new schools are constructed or school zones are modified as attendance zones change. Celina ISD will add a new elementary school located in the Parks at Wilson Creek neighborhood. The school zones for the new campus will be on Sunset Boulevard, Roseland Parkway, and Big Bend Lane. In Prosper ISD, Sam Johnson Elementary School will extend the existing school zone to the west of the Roseland Pkwy and Waterview Trail intersection.

Legal Review:
Legal reviewed and approved the ordinance.

Supporting Documents:
1. Annual school zone consent presentation
2. Amended School Zones_Speed Limits 072024

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

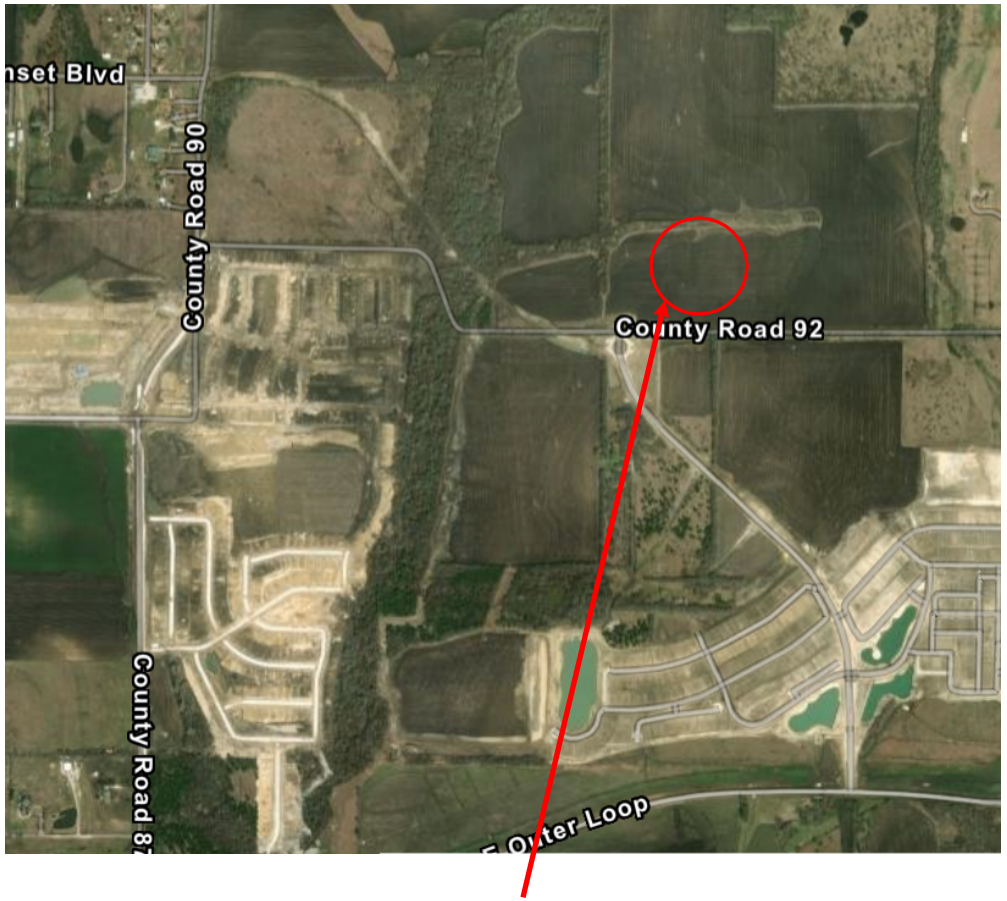
SCHOOL ZONE SPEED LIMITS ORDINANCE

July 9, 2024

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

LOCATION MAP

Sam Johnson - Modified Location



CISD School Site

FACTS

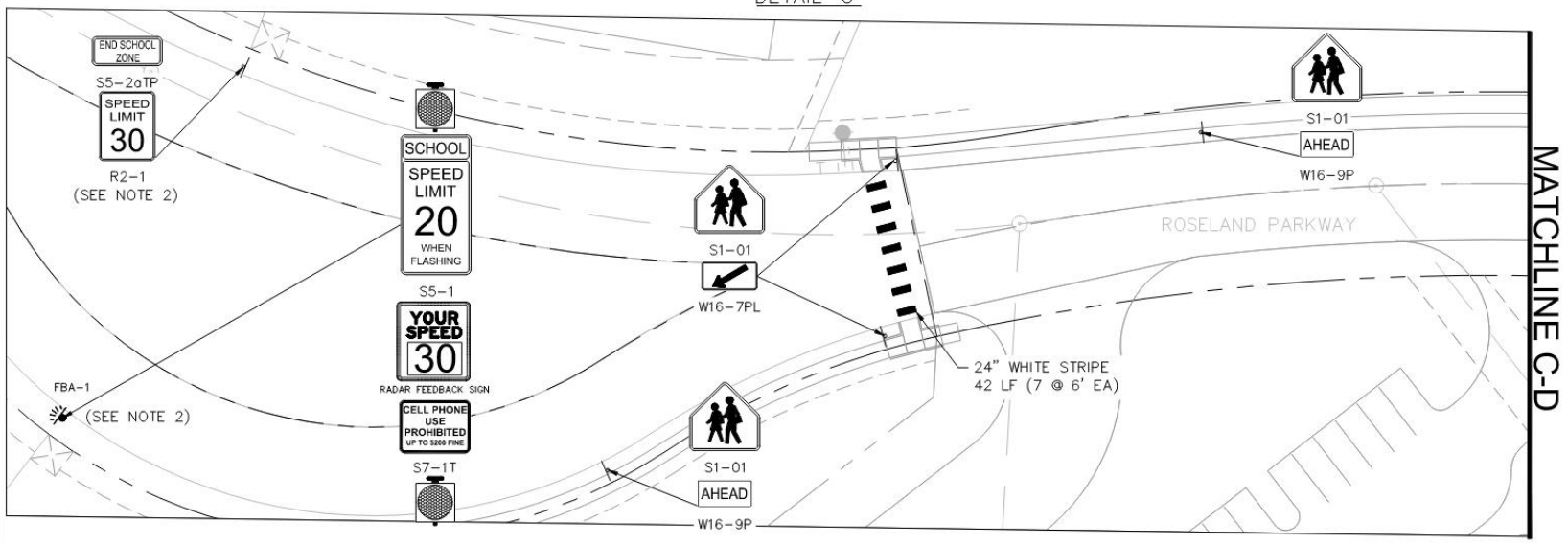
- Project Description: Celina ISD will add a new elementary school located in the Parks at Wilson Creek neighborhood. The school zones will be on Sunset Boulevard, Roseland Parkway, and Big Bend Lane. In Prosper ISD, Johnson Elementary School will extend the school zone to the west of the Roseland Pkwy and Waterview Trail intersection.
- Action requested: Approval of revised Exhibit A for Ordinance 2000-45 adding the new reduced speed school zones.
- Total cost: The cost of the updated school zones will be funded through roadway capital expenses, but these costs are not part of this agenda item.

NOTES:
1. ALL RAMP DESIGNS AND CROSSWALK STRIPING FOR SCHOOL DONE BY OTHERS.

2. SIGN TO BE INSTALLED BETWEEN PROPERTY LINE BOUNDARY.

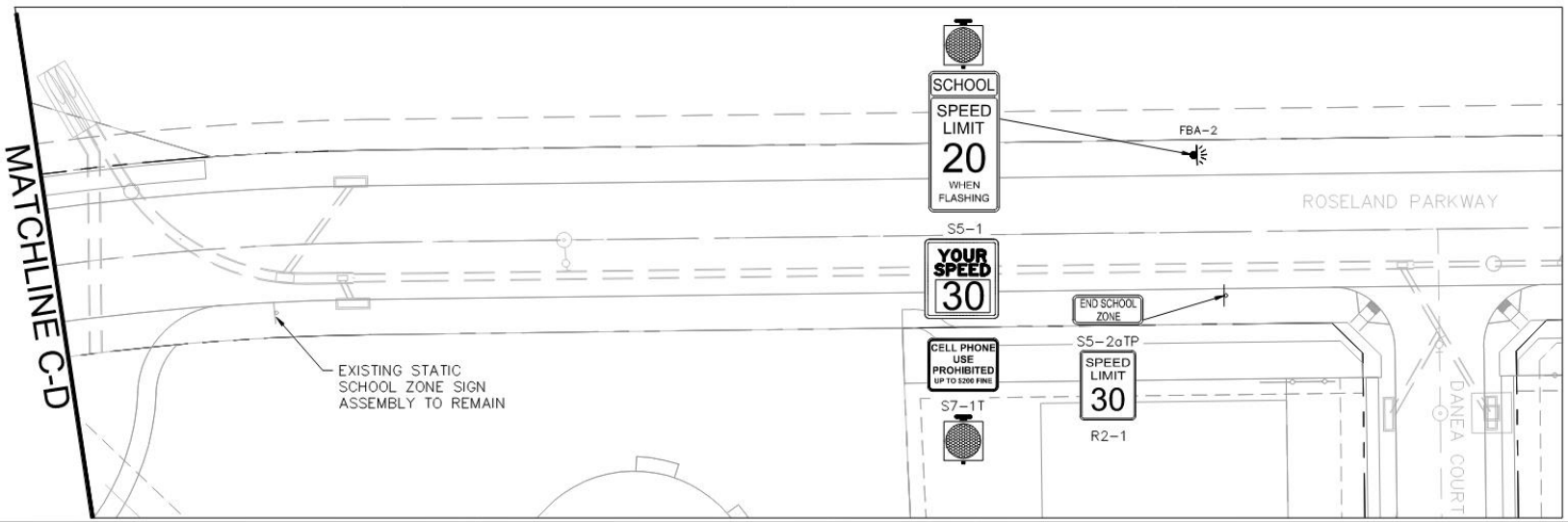
0 20 40 80 120
GRAPHIC SCALE IN FEET

DETAIL 'C'



0 20 40 80 120
GRAPHIC SCALE IN FEET

DETAIL 'D'

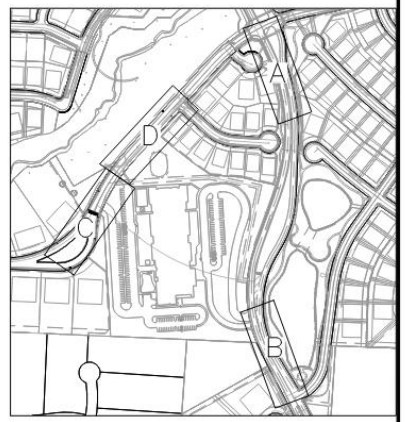


LEGEND

- SIGN POST ASSEMBLY
- SIGN POST REMOVAL
- FLASHER BEACON ASSEMBLY

-BLACK -
PROPOSED SIGNING AND PAVEMENT MARKINGS
-GREY -
BY OTHERS OR EXISTING

KEY MAP



STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CARL B. LAFERNEY, P.E. 108697 ON 06/05/2024. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION

Westwood
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING
SAM JOHNSON ELEMENTARY SCHOOL
SCHOOL ZONE TCP
MARKINGS AND SIGNING C-D
CITY OF CELINA, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CLF	TIA	Jun 2024	1"=40'			5

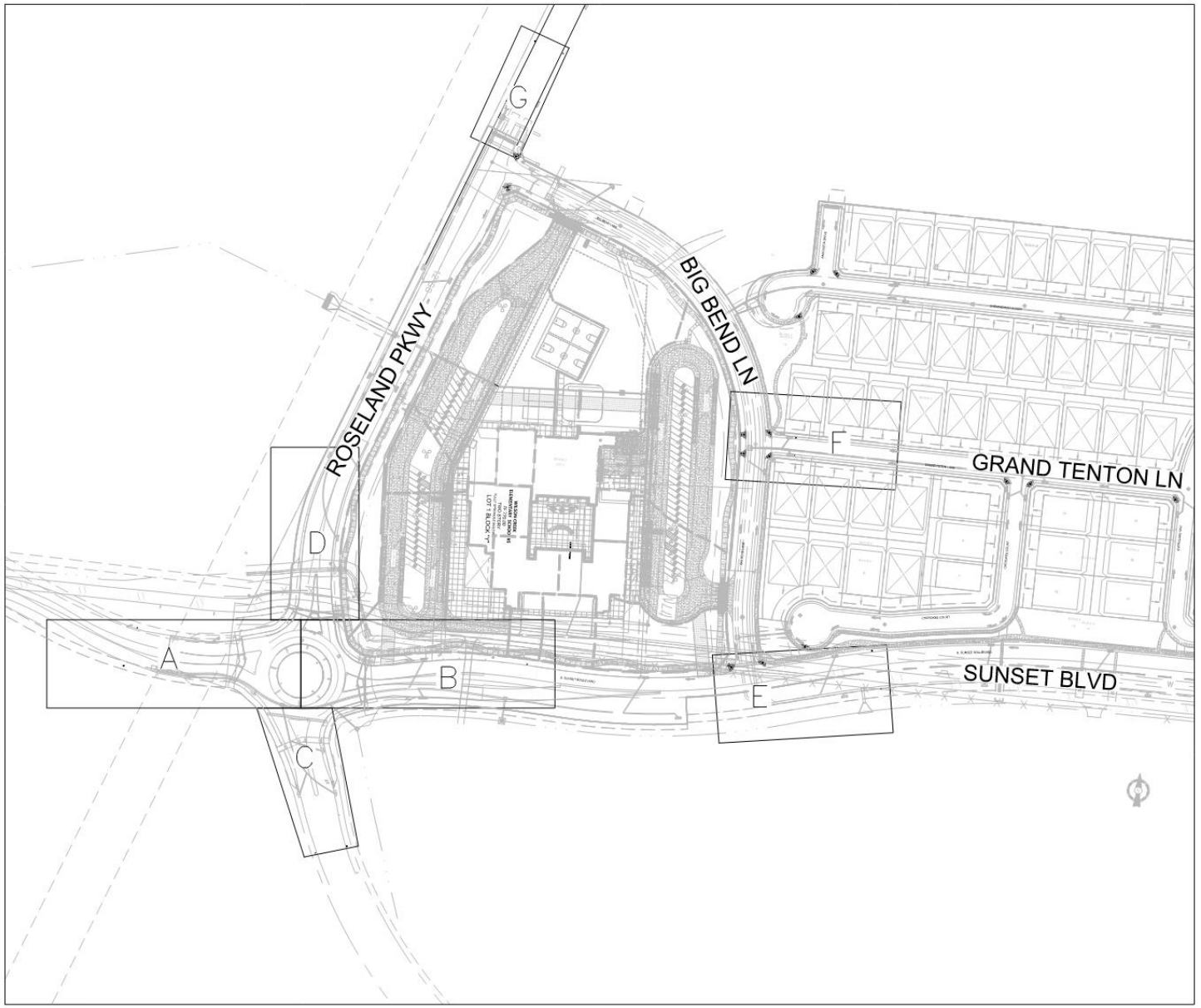
PK FILE: \\westwoodps-local\global projects\0052202.00\06 CAD\DWG\traffic c3d\plan sheets\School Zone Plan Sheets.dwg

KEY MAP

0 100 200 400 600

GRAPHIC SCALE IN FEET

1"=200'



PRELIMINARY

NOT FOR CONSTRUCTION

THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.

PLANS PREPARED UNDER THE DIRECT SUPERVISION OF CARL B. LAFERNEY, P.E. TEXAS REGISTRATION NO. 108697 DATE: 04/29/2024

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY

(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

NO.	DATE	REVISION

Westwood

Westwood Professional Services, Inc.

TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5

SCHOOL ZONE TCP

KEY MAP

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Apr 2024		3

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

TIADAMS
04/29/2024 - 12:18PM
\\WESTWOODPS.LOCAL\GLOBAL PROJECTS\0056690.00\06 CAD\DWG\TRAFFIC C3D\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

CELINA
TEXAS
EST. 1876
Life Connected.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES, ARTICLE 12:03: OPERATION OF VEHICLES, DIVISION 2: TRAFFIC SCHEDULES, SECTION 12.03.051 SPEED LIMITS, TO ADD SCHOOL ZONE LOCATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, Section 541.302(13) of the Texas Transportation Code defines a "school crossing zone" as a reduced-speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed limit is unreasonable or unsafe on a street or portion thereof within the municipality, taking into consideration the width and condition of the pavement, the usual traffic at the affected area, and other circumstances, the governing body may alter by ordinance the prima facie speed limit established by State law and determine and declare a reasonable and safe prima facie speed limit upon that street or portion thereof; and

WHEREAS, due to new school construction the City Council hereby finds it necessary to provide for additional school zones within the City.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and

made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interests of the City of Celina, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENT

3.01 The Celina Code of Ordinances, Chapter 12: Traffic and Vehicles; Article 12.03: Operation of Vehicles; Division 2: Traffic Schedules; Section 12.03.051: Speed limits; subsection 12.03.051(a): School zones is hereby amended to read as provided in Exhibit A, attached hereto and incorporated herein for all purposes.

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting traffic and vehicles within the City of Celina, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

PENALTY CLAUSE

Any person violating this Ordinance or the requirements to obey traffic control devices contained in the Texas Transportation Code and other applicable law shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with penalties prescribed by the Texas Transportation Code and the City's Code of Ordinances. Each occurrence in violation of this Ordinance shall constitute a separate and distinct offense.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
OPEN MEETINGS

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code

SECTION 10
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of _____, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

Exhibit A
Sec. 12.03.051 (a) School Zones

SCHOOL NAME	STREET NAME	DESCRIPTION	SCHOOL ZONE TIMES	SPEED	STATUS
Celina ISD					
Lykins Primary	Malone St	Malone St from Texas Dr to SH 289	7:10 AM to 8:10 AM	20 mph	Existing
	Texas Drive	Texas Dr from Maple St to Malone St	2:45 PM to 3:30 PM		
Celina Sixth Grade & Celina Junior High	Pecan St	From Preston Rd (SH 289) to New Mexico Dr	7:05 AM to 8:05 AM 3:15 PM to 4:15 PM	20 mph	Existing
Celina Elementary	Sunset Blvd	From 250 ft west of Tolleson Dr to S Utah Dr	7:10 AM to 8:00 AM	20 mph	Existing
	S Arizona Dr	From W Ash Street to W Cedar Street			
	S Georgia Dr	From W Ash Street to W Cedar Street			
	W Cedar St	From S. Arizona Dr to S. Utah Dr			
	S Utah Dr	From Ash St to Sunset Blvd			
	Coventry Drive	From 60 ft south Carisbrooke Street to 70 ft east of Ravens Circle			
	Huddleston Drive	From 300 ft noth Coventry Drive to Carisbrooke Street			
	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)		35 mph	
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)	2:45 PM to 3:30 PM		
	Sunset Blvd	From 200 ft west of Roaseland Pkwy to 200' east of Big Bend Ln			New
	Roseland Pkwy	From 200 ft south of Sunset Blvd to 200 ft north of Big Bend Ln		20 mph	New
	Big Bend Ln	From Sunset Blvd to Roseland Pkwy			New
Celina Middle School	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)	7:50 AM to 8:40 AM	20 mph	Existing
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)	3:30 PM to 4:30 PM	35 mph	
O'Dell Elementary	Punk Carter Pkwy	From 700 ft east of the intersection with Palomino Ln to Indigo Ln	7:10 AM to 8:10 AM	20 mph	Existing
	Monarch Ln	From Berry St to Field St			
	Berry St	From Lawndale St to 100 east of Monarch Ln	2:45 PM to 3:30 PM		
Prosper ISD					
Boyer Elementary	Bridgewater Blvd	From Frontier Pkwy to Montgomery Ln	7:00 AM to 8:00 AM 2:05 PM to 3:05 PM	20 mph	Existing
Light Farms	Cypress Creek Way	From Light Farms Way to Langley Drive	7:00 AM to 8:00 AM	20 mph	Existing
	Light Farms Way	From Cypress Creek Way to Wildrye Ridge	2:05 PM to 3:05 PM		
Sam Johnson	Water View Trail	From Carmel Road to 300 feet south of Roseland Pkwy	7:00 AM to 8:00 AM	20 mph	Existing
	Roseland Pkwy	From 1000 feet south of Waterview Trail to Waterview Trail			
	Roseland Pkwy	From 700 feet west of Waterview Trail to 1500 feet west of Waterview Trail	2:40 PM to 3:40 PM		New
Lilyana Elementary	Coit Road (CR 83)	From 260 feet south of Marigold Lane to 265 feet north of Daisy Corner Drive	7:00 AM to 8:00 AM 2:40 PM to 3:40 PM	20 mph	Existing
	Daisy Corner Drive	From 60 feet east of Marigold Lane to Coit Road (CR 83)			
	Marigold Lane	From Coit Road (CR 83) to Daisy Corner Drive			
Dan Christie Elementary	Ballenger Road	From FM 1385 to Alcott Lane	7:00 AM to 8:00 AM	20 mph	Existing
	Crutchfield Road	From FM 1385 to 170 feet east of Boleyn Avenue	2:40 PM to 3:40 PM		

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	CR 86 Easement Abandonment

Action Requested:
Consider and act upon an Ordinance authorizing the future release of the 30-feet Road Easement dedicated to the City of Celina/Collin County for the construction of County Road 86 (between CR 88 and Coit Road). (Glasgow)

Background Information:
CR 86 has been realigned to align with CR 87. This portion of old CR 86 has been closed and removed. This is to formally remove any claim over the property that was the old CR 86 ROW that is outside of the ultimate Choate Parkway and Ultimate Coit Road ROW. The new alignment of Coit Road was constructed and platted by the adjacent developer.

Legal Review:
Ordinance has been reviewed by legal.

Supporting Documents:
1. County Backup
2. 2024-492-05-20_Commissioners Court CR86 Abandonment_55979_492 - 55979
3. CR86 ROW Abandonment Exhibit
4. Ordinance ROW Abandonment CR86

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

COLLIN COUNTY

Public Works Department
700 A. Wilmeth Road
McKinney, Texas 75069
www.collincountytx.gov
972-548-3700 (Phone)
972-548-3754 (Fax)

Date: May 7, 2024

To: Commissioners Court

From: Jon Kleinheksel

Re: County Road 86 (Coit Rd) Easement Abandonment

In November of 2005 Collin County acquired a 30 ft. roadway easement along CR 86 (Coit Rd). The easement is attached as Exhibit A. The property upon which the easement is located has been annexed by the City of Celina and the City is requesting that the County abandon a portion as shown on attached Exhibit B. Coit Rd. has been realigned to the east of the dedication and the easement is no longer necessary.

Staff requests approval of the abandonment.

If you have any questions please ask and I will respond accordingly.

State of Texas	§	Court Order
Collin County	§	2024-492-05-20
Commissioners Court	§	

An order of the Collin County Commissioners Court approving the abandonment of a road.

The Collin County Commissioners Court hereby approves the abandonment of a portion of County Road 86 (Coit Road), as outlined in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, May 20, 2024.

Chris Hill, County Judge

Darrell Hale, Commissioner, Pct 3

Susan Fletcher, Commissioner, Pct 1

Duncan Webb, Commissioner, Pct 4

Cheryl Williams, Commissioner, Pct 2

ATTEST: Stacey Kemp, County Clerk

Legend

- Roads
- Choate Pkwy ROW
- Parcels
- ROW Abandonment

CR 86 ROW Abandonment

City of Celina

4/29/2024

N W E S

0 90 180

Feet

CITY OF CELINA, TEXAS
ORDINANCE 2024-____
COUNTY ROAD 86 PARTIAL RIGHT-OF-WAY ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 0.61 ACRE UNIMPROVED RIGHT-OF-WAY GENERALLY LOCATED WEST OF THE INTERSECTION OF CHOATE PARKWAY AND COIT ROAD AND NORTH OF PUNK CARTER PARKWAY, SITUATED IN THE COLLIN COUNTY MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008 AND 1009, COLLIN COUNTY, TEXAS.

WHEREAS, the owners of the property underlying the 0.61 acre unimproved right-of-way generally located west of the intersection of Choate Parkway and Coit Road and North of Punk Carter Parkway, in the Collin County McKenzie Wilhite Survey, Abstract NO. 1008 and 1009, Collin County, Texas;

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of way and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of Celina, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

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

SECTION 1. That the 0.61 acre unimproved right-of-way generally located west of the intersection of Choate Parkway and Coit Road and North of Punk Carter Parkway, in the Collin County McKenzie Wilhite Survey, Abstract NO. 1008 and 1009, Collin County, Texas, more fully described in Exhibit A, attached hereto, is hereby closed and vacated for public travel. The City Manager is hereby authorized to sign any deeds or other necessary documents to effectuate the abandonment and conveyance of said Easement.

SECTION 2. This ordinance shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 9th day of July, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A

CELINA
TEXAS
Life Connected.
Proposed Choate Pkwy ROW
CHOATE PKWY
Proposed Portion of CR86
Easement Doc/Num:
2005-0165663 to be abandoned
S COIT RD
MILL CREEK WAY
Existing Coit Rd ROW
Legend
Roads
Choate Pkwy ROW
Parcels
ROW Abandonment
CR 86 ROW Abandonment
City of Celina
4/29/2024
N
W
E
S
0
90
180
Feet

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	July 9, 2024
Re:	Farm to Market 1385 Right of Way Reservation Sale

Action Requested:
Consider and act upon a Resolution pertaining to the sale of certain properties, 19,459 square foot (0.447-acre) part of the land previously dedicated as right-of-way reservation on the plat for Fire Station No. 3 to the Texas Department of Transportation (TXDOT) for the future widening of Farm to Market Road 1385 (FM 1385). (Glasgow)

Background Information:
The City reserved a portion of land on the plat for Fire Station No. 3 as right-of-way (ROW) reservation adjacent to Farm to Market Road 1385 (FM 1385) for the future Widening of FM 1385. The Texas Department of Transportation has appraised the said property and has proposed monetary compensation to the City of Celina for the acquisition of the ROW. Fire station 3 was designed and built adjacent to M 1385 using the approved schematic for the full six-lanes of the roadway. As a result, the City reserved 0.452 acres to be acquired by TXDOT for the widening of FM 1385. TXDOT's consultants determined during the design that the project would need 0.447 acres. TXDOT has proposed to purchase the 0.447 acres from the City for the amount of $434,916.00.

Legal Review:
The resolution has been reviewed by Legal.

Supporting Documents:
1. FM 1385 ROW Resolution v3 MF 6.24.24 (002)
2. Offer to Purchase
3. PISD and City Agreement

4. Purchase Agreement PISD and City
5. Real Estate Appraisal Report
6. Receipt of Appraisal Report Parcel P00057099
7. TXDOT Deed Parcel P00057099
8. TXDOT State Purchase of ROW

Financial Consideration:
City will be compensated.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS APPROVING THE SALE OF CITY PROPERTY, GENERALLY DESCRIBED AS BEING A 19,459 SQUARE FOOT (0.447-ACRE) TRACT OF LAND OUT OF THE THOMAS H MCINTYRE SURVEY, ABSTRACT NUMBER 903, LOCATED IN THE CITY OF CELINA, TEXAS, DENTON COUNTY AND BEING PART OF BLOCK A, LOT 1, CITY OF CELINA FIRE STATION NUMBER 3, AN ADDITION TO THE COUNTY OF DENTON, RECORED IN INSTRUMENT NUMBER 2019-506, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING ALL OF THE VARIABLE WIDTH RESERVATION FOR FUTURE FARM TO MARKET ROAD 1385 WIDENING AS SHOWN ON THE PLAT FOR FIRE STATION NUMBER 3; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO CONDUCT THE SALE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("**City**"), by authority of Chapters 253 and 272 of the Texas Local Government Code and by virtue of the City Charter as a home-rule municipality, is authorized to sell real property for the Future Farm to Market Road 1385 widening; and

WHEREAS, the City Council of the City of Celina ("**City Council**") has investigated and determined that the sale of the tract of land described as follows is necessary for the future widening of Farm to Market Road 1385:

> Thomas H McIntyre Survey, Abstract 903, located in the City of Celina, Texas, Denton County and being part of Block A, Lot 1, City of Celina Fire Station No. 3, an addition to the County of Denton, recorded in Instrument No. 2019-506, Plat Records, Denton County, Texas (P.R.D.C.T.) and being part of that called 4.052-acre tract of land described in the Deed to the City of Celina, as recorded Instrument No. 2019-6143, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) more specifically identified in Exhibit "A" attached hereto and incorporated herein for all purposes ("**Property**") and it is the City's intent to sell the tract of land; and

WHEREAS, an appraisal was conducted to determine the fair market value of the Property; and

WHEREAS, the City Council believes it in the best interest of the citizens of the City and the Texas Department of Transportation to conduct the sale.

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

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

SECTION 2: The City Manager, or his designee, is hereby authorized to execute all documents necessary for the sale of the Property, on behalf of the City. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the sale of the Property.

SECTION 3: It is the intent of the City Council that this Resolution authorizes the sale of the Property, more specifically described and depicted in Exhibit "A". If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or her designee, or other City representatives, are authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council resolution authorizing the sale of the Property.

SECTION 4: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: This Resolution shall take effect immediately upon its passage and execution.

PASSED AND APPROVED this the 9th day of July 2024 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY:_____
Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

EXHIBIT A
Legal Description of Property

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

BEING a 19,459 square foot (0.447-acre) tract of land out of the Thomas H McIntyre Survey, Abstract No. 903, located in an Unincorporated area of Denton County and being part of Block A, Lot 1, City of Celina Fire Station No. 3, an addition to the County of Denton, recorded in Instrument No. 2019-506, Plat Records, Denton County, Texas (P.R.D.C.T.) and being part of that called 4.052-acre tract of land described in Deed to the City of Celina, as recorded in Instrument No. 2019-6143, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING in the northerly line of Block A, Lot 2, of said City of Celina Fire Station No. 3 plat, an addition to the County of Denton, called 11.224-acre of land described in Deed to Prosper Independent School District, as recorded in Instrument No. 2022-59926 O.P.R.D.C.T., same being the south line of a 80 foot right-of-way (ROW) for Ballenger Road, also being at a point of curvature for the ROW to the east, from which a 5/8-inch iron rod with a "PETTIT RPLS 4087" cap found bears North 10 degrees 31 minutes 33 seconds East, a distance of 0.08 feet;

THENCE North 89 degrees 11 minutes 39 seconds West along the north line of said City of Celina tracts, same being the common south line of a ROW line of Ballenger Road, a distance of 497.37 feet to a 5/8-inch iron rod with pink cap stamped "TEXAS SURVEY MARKER RIGHT OF WAY MONUMENT" (hereinafter referred to as "with pink ROW cap") set in the new east ROW line of Farm-to-Market 1385 (FM 1385) (a variable width ROW) being the **POINT OF BEGINNING** at Station 286+35.36 122.38 feet right, having a Texas Coordinate System, North American Datum of 1983 (NAD83) 2011 Adjustment (2011), North Central Zone (4202) surface coordinate of North 7,149,757.34, East 2,460,029.58;

THENCE over and across said 4.052-acre City of Celina tract and along the new east ROW line of FM 1385 as follows:

1. South 45 degrees 48 minutes 28 seconds West, a distance of 66.96 feet to a 5/8-inch iron rod with pink ROW cap set;

2. South 00 degree 46 minutes 23 seconds West, a distance of 96.73 feet to a 5/8-inch iron rod with pink ROW cap set at a point of curvature to the right with a radius distance of 5,075.00 feet;

3. Along said curve to the right with a delta of 00 degrees 52 minutes 07 seconds, an arc length of 76.94 feet, a chord bearing of South 01 degree 12 minutes 27 seconds West, and a chord length of 76.94 feet to a 5/8-inch iron rod with pink ROW cap set;

4. South 01 degree 38 minutes 30 seconds West, a distance of 267.01 feet to a 5/8-inch iron rod with pink ROW cap set;

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

5. **THENCE** South 89 degrees 59 minutes 40 seconds West, departing the said new east ROW line of FM 1385, along the south line of said 4.052-acre City of Celina tract and a common northerly line of said 11.224-acre Prosper Independent School District tract, a distance of 39.70 feet to the existing ROW line of FM 1385;

THENCE along the westerly line of said 4.052-acre City of Celina tract and the common easterly existing ROW line of FM 1385 as follows:

6. North 01 degree 40 minutes 42 seconds East, a distance of 303.96 feet, from which an 1/2-inch iron rod found bears South 79 degrees 41 minutes 25 seconds East, a distance of 0.24 feet;

7. North 00 degrees 41 minutes 45 seconds East, a distance of 159.63 feet to the westernmost northwest corner of said 4.052-acre City of Celina tract, same being south ROW line of Ballenger Road (80 foot ROW), from which a 5/8-inch iron rod with a "PETTIT RPLS 4087" cap found bears North 54 degrees 09 minutes 03 seconds East, a distance of 0.27 feet;

THENCE along the northerly line of said 4.052-acre City of Celina tract and the common south existing ROW line of Ballenger Road as follows:

8. South 89 degrees 12 minutes 39 seconds East, a distance of 27.51 feet;

9. North 45 degrees 48 minutes 42 seconds East, a distance of 35.36 feet;

10. South 89 degrees 11 minutes 39 seconds East, a distance of 34.60 feet to the **POINT OF BEGINNING** and containing 19,459 square feet (0.447-acre) of land, more or less.

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

A plat of same survey date herewith accompanies this Property description.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project, under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

All bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone and are based on the North American Datum of 1983, 2011 Adjustment and were derived from the TxDOT Real Time Network utilizing Virtual Reference Station methodologies.

All distances and coordinates shown hereon are surface values and may be converted to grid values by multiplying the surface values by a Combined Scale Factor of 0.999849392686, or by dividing those surface values by a Surface Adjustment Factor of 1.00015063.

The Station and Offset information herein refers to roadway centerline as shown by TxDOT Right of way Mapping project, Control Section Job No. 1315-01-030.

Remainder calculated areas are based on deeds, boundary determination, and/or found monumentation.

I, Scott M. Posey, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the land description and plat represent an actual survey made on the ground under my direction or supervision.

Scott M. Posey
Texas Registration No. 5350

Lamb-Star Engineering, L.L.C.
5700 W. Plano Parkway, Suite 1000
Plano, Texas 75093
PH. (214) 440-3600
Firm Registration Certificate No. 10048300

STATE OF TEXAS REGISTERED SCOTT M. POSEY 5350 PROFESSIONAL LAND SURVEYOR

7/1/22

EXHIBIT "A"
PAGE 4 OF 5

NOTES

- A DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.
- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AND WERE DERIVED FROM THE TXDOT REAL TIME NETWORK UTILIZING VIRTUAL REFERENCE STATION METHODOLOGIES.
- ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID VALUES BY MULTIPLYING THE SURFACE VALUES BY A COMBINED SCALE FACTOR OF 0.999849392686, OR BY DIVIDING THOSE SURFACE VALUES BY A SURFACE ADJUSTMENT FACTOR OF 1.00015063.
- THE STATION AND OFF INFORMATION HEREIN REFERS TO THE BASELINE AS SHOWN BY TxDOT PROJECT SCHEMATIC RECEIVED 01-13-2021, PROJECT CONTROL SECTION JOB NO. 1315-01-030.
- PROJECT CONTROL ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
- ABSTRACTING DATES: APRIL 2021 TO OCTOBER 2021
- FIELD SURVEYS COMPLETE: MONTH 2021 TO MONTH 2021
- NO RIGHT OF ENTRY WAS GRANTED AT THE TIME OF SURVEY, UNABLE TO SET MONUMENTATION OR PERFORM A BACK CORNER MONUMENT SEARCH.

LEGEND

EXISTING RIGHT OF WAY LINE
NEW RIGHT OF WAY LINE
EASEMENT LINE
TxDOT ACQUISITION LINE
PROPERTY LINE
APPROXIMATE SURVEY LINE
APPROXIMATE CITY LIMITS
PLAT BOUNDARY LINE

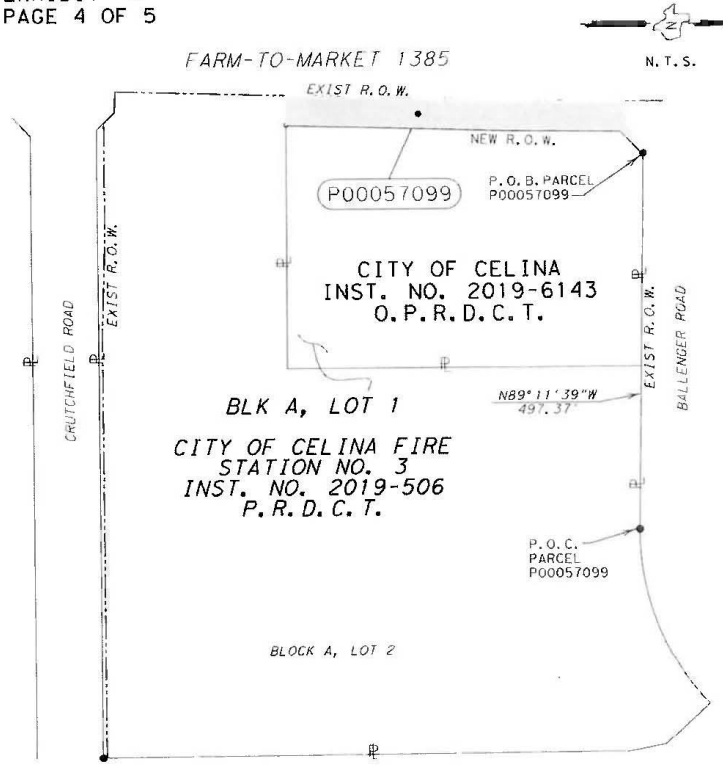
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT OF WAY
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

○ = 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET FOR RIGHT-OF-WAY (UNLESS OTHERWISE INDICATED)

☒ = 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET FOR EASEMENT (UNLESS OTHERWISE INDICATED)

● = EXISTING MONUMENT FOUND

✱✱ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.



PLAT OF A SURVEY
PARCEL P00057099
FOR FARM-TO-MARKET 1385
RIGHT OF WAY CSJ: 1315-01-031
A 19,459 SQ FT, (0.447 AC)
TRACT OF LAND IN THE
THOMAS H MCINTYRE SURVEY
ABSTRACT NUMBER 903
DENTON COUNTY, TEXAS

AREA TABLE (ACRES)			
		REMAINDER (CALCULATED)	
EXISTING	ACQUISITION	LEFT	RIGHT
4.052	19,459 SQ FT 0.447 ACRES	N/A	3.605

REMAINDER CALCULATED AREAS ARE BASED ON DEEDS, BOUNDARY DETERMINATION , AND/OR FOUND MONUMENTATION.

REVISION DATE: JULY 01, 2022

TxDOT PROJECT NUMBER R00001677

FIRM REGISTRATION CERTIFICATE NO. 10048300

LAMB STAR 7/1/2022 12:59:03 PM

I:\Projects\3200757.05 - TNP - FM 1385 - ROW Mapping Pilot Point\CAD\Survey\DGNS\PARCEL PLATS\FM1385 -P00057099.dgn

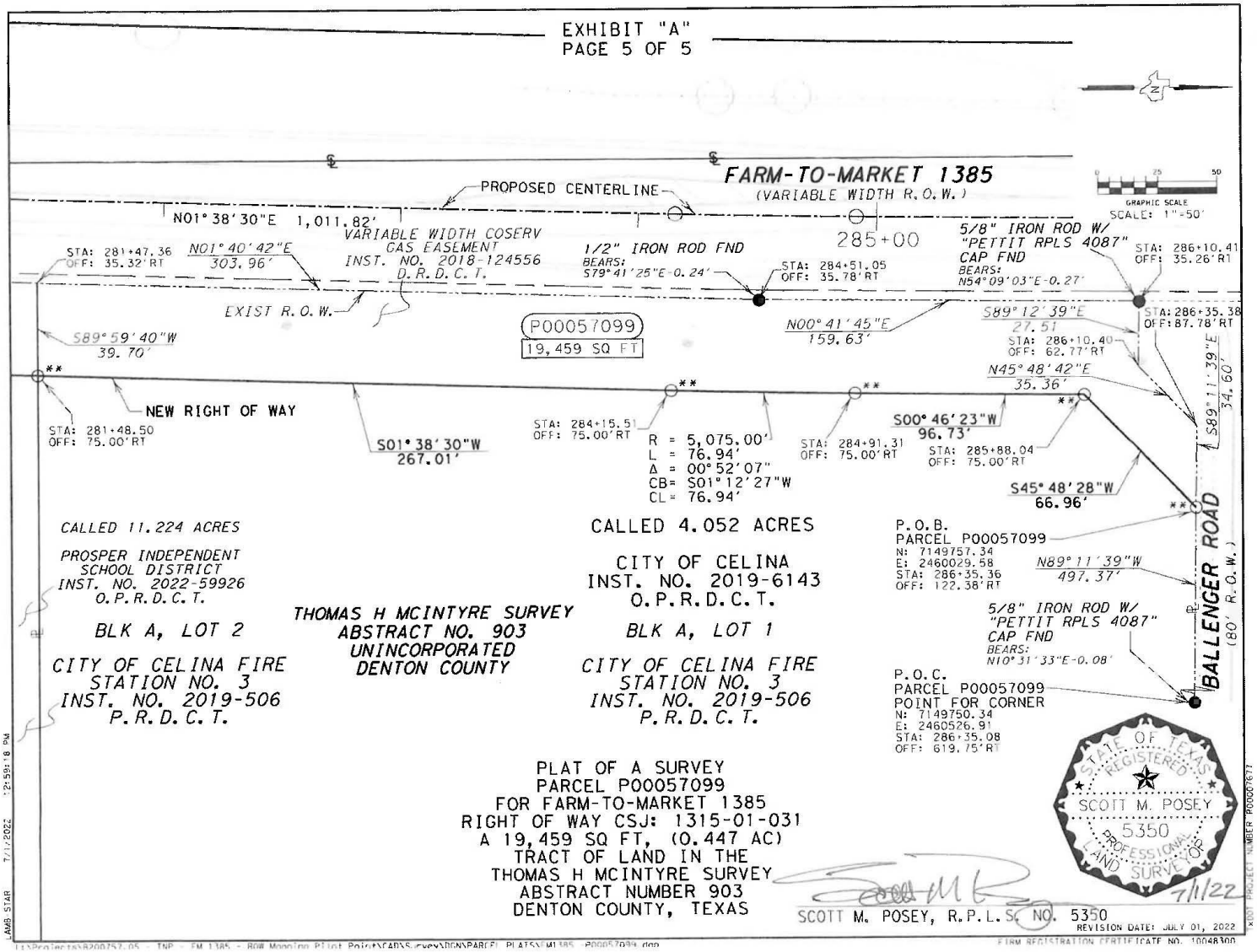


EXHIBIT "A"
PAGE 5 OF 5
FARM-TO-MARKET 1385
(VARIABLE WIDTH R.O.W.)
PROPOSED CENTERLINE
GRAPHIC SCALE
SCALE: 1"=50'
N01°38'30"E 1,011.82'
VARIABLE WIDTH COSERV GAS EASEMENT INST. NO. 2018-124556 D.R.D.C.T.
285+00
1/2" IRON ROD FND
BEARS: S79°41'25"E-0.24'
5/8" IRON ROD W/ "PETTIT RPLS 4087" CAP FND
BEARS: N54°09'03"E-0.27'
STA: 281+47.36
OFF: 35.32'RT
N01°40'42"E
303.96'
STA: 284+51.05
OFF: 35.78'RT
STA: 286+10.41
OFF: 35.26'RT
EXIST R.O.W.
P00057099
19,459 SQ FT
S89°59'40"W
39.70'
N00°41'45"E
159.63'
S89°12'39"E
27.51
STA: 286+10.40
OFF: 62.77'RT
STA: 286+35.38
OFF: 87.78'RT
N45°48'42"E
35.36'
S89°11'39"E
34.60'
NEW RIGHT OF WAY
STA: 281+48.50
OFF: 75.00'RT
S01°38'30"W
267.01'
STA: 284+15.51
OFF: 75.00'RT
R = 5,075.00'
L = 76.94'
Δ = 00°52'07"
CB= S01°12'27"W
CL = 76.94'
STA: 284+91.31
OFF: 75.00'RT
S00°46'23"W
96.73'
STA: 285+88.04
OFF: 75.00'RT
S45°48'28"W
66.96'
BALLENGER ROAD
(80' R.O.W.)
CALLED 11.224 ACRES
PROSPER INDEPENDENT SCHOOL DISTRICT
INST. NO. 2022-59926
O.P.R.D.C.T.
BLK A, LOT 2
CITY OF CELINA FIRE STATION NO. 3
INST. NO. 2019-506
P.R.D.C.T.
THOMAS H MCINTYRE SURVEY
ABSTRACT NO. 903
UNINCORPORATED
DENTON COUNTY
CALLED 4.052 ACRES
CITY OF CELINA
INST. NO. 2019-6143
O.P.R.D.C.T.
BLK A, LOT 1
CITY OF CELINA FIRE STATION NO. 3
INST. NO. 2019-506
P.R.D.C.T.
P.O.B.
PARCEL P00057099
N: 7149757.34
E: 2460029.58
STA: 286+35.36
OFF: 122.38'RT
N89°11'39"W
497.37'
5/8" IRON ROD W/ "PETTIT RPLS 4087" CAP FND
BEARS: N10°31'33"E-0.08'
P.O.C.
PARCEL P00057099
POINT FOR CORNER
N: 7149750.34
E: 2460526.91
STA: 286+35.08
OFF: 619.75'RT
STATE OF TEXAS
REGISTERED
SCOTT M. POSEY
5350
PROFESSIONAL LAND SURVEYOR
7/1/22
PLAT OF A SURVEY
PARCEL P00057099
FOR FARM-TO-MARKET 1385
RIGHT OF WAY CSJ: 1315-01-031
A 19,459 SQ FT, (0.447 AC)
TRACT OF LAND IN THE
THOMAS H MCINTYRE SURVEY
ABSTRACT NUMBER 903
DENTON COUNTY, TEXAS
SCOTT M. POSEY, R.P.L.S. NO. 5350
REVISION DATE: JULY 01, 2022
FIRM REGISTRATION CERTIFICATE NO. 10048300
LAMB STAR 7/1/2022 12:59:18 PM
I:\Projects\5200757.05 - TNP - FM 1385 - ROW Mapping Pilot Point\CADD\Civil\DGN\PARCEL PLATS\FM1385_P00057099.dgn
TXDOT PROJECT NUMBER P00057677

CobbFendley

May 30, 2024

County: Denton
Federal Project No.: N/A
Highway: FM 1385

ROW CSJ: 1315-01-031
Parcel: P00057099
From: US 380
To: FM 455

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 9589 0710 5270 0443 4748 09

Prosper Independent School District and City of Celina
c/o Prosper Independent School District
Attn: Dr. Holly Ferguson, Superintendent
605 East 7th Street
Prosper, Texas 75078-2545

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 9589 0710 5270 0443 4748 16

Prosper Independent School District and City of Celina
c/o City of Celina
Attn: Robert Ranc, City Manager
142 N Ohio St
Celina, TX 75009

Dear Property Owner(s),

The purpose of this letter is to make an Offer to Purchase for the property referenced above. In this offer package you will find multiple documents for your review. There are a couple of executable receipts that I request that you sign and send back to me in the enclosed return envelope.

The list of documents includes:

- Offer Letter
- State Purchase of Right of Way Booklet
- Landowner Bill of Rights Document
- Landowner Bill of Rights Receipt (please sign and return)
- Relocation Assistance Booklet
- Memorandum of Agreement
- Conveyance Document(s) with Field Notes
- Possession and Use Agreement with Additional Payment of Independent Consideration
- Application for Texas Identification Number
- Form W-9 Request for Taxpayer Identification Number
- Texas Real Estate Commission Information About Brokerage Services (please sign and return)
- Appraisal
- Acknowledgment of Receipt of Appraisal Report (please sign and return)
- Return Envelope

I look forward to your response. It is requested that a response be given within thirty days. If you have any questions, please do not hesitate to contact me at (817) 445-1016 and/or email lfeatherstone@cobbfendley.com.

CobbFendley

Sincerely,

Lisa Featherstone, SR/WA, R/W-NAC
Cobb, Fendley & Associates, Inc.

CobbFendley

May 30, 2024

Prosper Independent School District and City of Celina
c/o Prosper Independent School District
Attn: Dr. Holly Ferguson, Superintendent
605 East 7th Street
Prosper, Texas 75078-2545

Prosper Independent School District and City of Celina
c/o City of Celina
Attn: Robert Ranc, City Manager
142 N Ohio St
Celina, TX 75009

County: Denton
Highway No.: FM 1385
Location: 4400 FM 1385, Celina, Texas 75009
Project No.: R00007677
ROW CSJ No.: 1315-01-031
District: Dallas
Parcel No.: P00057099

Dear Property Owner(s):

You have indicated a willingness to sign a deed for your property which consists of 19,459 square feet located at 4400 FM 1385, Celina, Texas 75009.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of $434,916.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to Fidelity National Title Company, agent for the State.

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC
Right-of-Way Project Manager
Cobb, Fendley & Associates, Inc. on behalf of the
Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."*

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Property Owner's Signature

Property Owner's Signature

Date

Date

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

CobbFendley

May 30, 2024

County: Denton
Federal Project No.: N/A
Highway: FM 1385

ROW CSJ: 1315-01-031
Parcel ID: P00057099
From: US 380
To: FM 455

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 9589 0710 5270 0443 4748 09

Prosper Independent School District and City of Celina
c/o Prosper Independent School District
Attn: Dr. Holly Ferguson, Superintendent
605 East 7th Street
Prosper, Texas 75078-2545

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 9589 0710 5270 0443 4748 16

Prosper Independent School District and City of Celina
c/o City of Celina
Attn: Robert Ranc, City Manager
142 N Ohio St
Celina, TX 75009

Dear Property Owner(s),

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Lisa Featherstone, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at 4400 FM 1385, Celina, Texas 75009, as described in the enclosed legal description and survey (the "Property").

The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you $434,916.00 for the Property, which includes $428,936.00 for the Property to be purchased and $5,980.00 for damages to your remaining property.

The amount listed above is the total amount of just compensation for all interests in the portion of the property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit the owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

Improvement	Amount to be Subtracted if Retained
3,650 SF Asphalt Paving	$1.00
160 LF Concrete Curbing	$1.00
320 SF Concrete Paving	$1.00
270 SF Brick Paving	$1.00
15,219 SF Irrigated/Misc Landscaping	$1.00

If you wish to accept the offer based upon this appraisal, please contact Lisa Featherstone, who is an employee of Cobb, Fendley & Associates, Inc., an affiliate that is providing acquisition services on behalf of the Department, as soon as possible, at (817) 445-1016 so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.*

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the Department, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the Department's Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"*, which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled *"Right of Way Purchase"*, which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Lisa Featherstone at the telephone number provided above regarding any question you may have.

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,

Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC
Right-of-Way Project Manager
Cobb, Fendley & Associates, Inc. on behalf of the
Texas Department of Transportation

ENCLOSURES:
Draft Conveyance Instrument
Legal Description and Survey of the Property
Appraisal Report(s)
Landowner Bill of Rights
"Right of Way Purchase" Brochure

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

Form ROW-A-5
(rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 4400 FM 1385, Celina, Texas 75009
Property Owner: City of Celina, Texas, a Texas municipal corporation
Address of Property: 142 North Ohio Street, Celina, Texas 75009-6201
Occupant's Name: Celina Fire Station No. 3
Whole ☐ Partial ☑ Acquisition

ROW CSJ: 1315-01-031
District: Dallas
Parcel: P00057099
Federal Project No: N/A
Highway: FM 1385 County: Denton

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That, it is my opinion the total compensation for the acquisition of the herein described property is **$434,916** as of February 20, 2024, based upon my independent appraisal and the exercise of my professional judgment.

That on November 13, 2023, I personally inspected in the field the property herein appraised and I afforded the property owner, the City of Celina, Texas, a Texas municipal corporation, the opportunity to accompany me at the time of the inspection. No response was received as of the date of this report and an inspection of the property took place on November 13, 2023 from the nearest public rights-of-way. Subsequently, a representative of the property owner authorized an inspection of the property, and a new inspection occurred on February 20, 2024.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 8, 2023, November 27, 2023, and other dates.

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings.

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? No (yes or no)
2. If so, is the denial of direct access material? Not applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct.

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State; and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Robert W. Snider

Appraiser Signature
Robert W. Snider, MAI, SR/WA, R/W-AC TX1334889-G
Name Certification Number
February 29, 2024
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

3/1/2024
Reviewing Appraiser Date

1.0

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SALIENT DATA

GENERAL

Date of Value	February 20, 2024
Date of Report	February 29, 2024
Property Rights Appraised	Fee Simple
ROW CSJ Number	1315-01-031
Property Name	FM 1385 – Parcel P00057099

SITE DESCRIPTION

Location	The subject property is located on southeast corner of FM 1385 and Ballenger Road, north of Crutchfield Road, in Celina, Denton County, Texas.
Address	4400 FM 1385, Celina, Denton County, Texas 75009
Legal Description	Being a tract of land out of the Thomas H. McIntyre Survey, Abstract No. 703, and being a part of Block A, Lot 1, City of Celina Fire Station No. 3, an addition to the City of Celina, Denton County, Texas
Property Ownership Info	City of Celina, Texas, a Texas municipal corporation 142 North Ohio Street, Celina, Texas 75009-6201 (972) 310-0785 – Kimberly Brawner, P.E. kbrawner@celina-tx.gov
Property Rights Appraised	Fee Simple
Zoning	"PD-62" – Planned Development District

Land Area - Whole Property	4.052 Acres	176,505 SF
- Part Acquired	0.447 Acre	19,459 SF
- Remainder	3.605 Acres	157,046 SF

IMPROVEMENTS

General Description	The subject is improved with a City of Celina fire station (Celina Fire Station No. 3). The building improvements are far removed from the acquisition area and are not analyzed herein. The only improvements considered in this analysis are affected site improvements located within the acquisition area which consist of asphalt, concrete, and brick paving, concrete curbing, and irrigated landscaping.

HIGHEST & BEST USE

As If Vacant	Commercial development
As Improved	Not applicable

CONCLUSIONS

Appraisal Premise					Value	Compensation
Whole Property						
Improvements					$214,887	
Land - Fee Simple	176,505 SF	@	$11.00 /SF	=	$1,941,555	
					$2,156,442	
Part to Be Acquired						
Improvements					$214,887	
Land - Fee Simple	19,459 SF	@	$11.00 /SF	=	$214,049	
					$428,936	$428,936
Remainder Before the Acquisition					$1,727,506	
Remainder After the Acquisition						
Improvements					$0	
Land - Fee Simple	157,046 SF	@	$11.00 /SF	=	$1,727,506	
					$1,727,506	
Net Damages or Enhancements, if any						$0
Access						$0
Cost to Cure						$5,980
Total Compensation						**$434,916**

INTRODUCTION

The subject is improved with a City of Celina fire station (Celina Fire Station No. 3). The building improvements are far removed from the acquisition area and are not analyzed herein. The only improvements considered in this analysis are affected site improvements located within the acquisition area which consist of asphalt, concrete, and brick paving, concrete curbing, and irrigated landscaping.

TYPE OF VALUE

The definition of market value, as defined in *City of Austin v. Cannizzo et al.* [1], is stated on Page 1 of this report.

INTENDED USE OF THE REPORT

This appraisal is to be used to assist the Texas Department of Transportation (TxDOT), the intended user and client, and its assigns, in negotiations to purchase the partial acquisition described herein for improvements (expansion) to FM 1385. No other use is permitted.

CLIENT & INTENDED USER OF THE REPORT

The client and intended user is CobbFendley. Other intended users are the Texas Department of Transportation, its counsel, and assigns. No other user may rely on my report unless as specifically indicated in the report.

> Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report. [2]

1 City of Austin v. Cannizzo et al., 267 S.W. 2d 808, 815 (Tex. 1954).
2 Appraisal Institute, The Appraisal of Real Estate, 15th ed. (Chicago: Appraisal Institute, 2020), page 40.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide an opinion of total compensation due to the property owner as a result of the partial acquisition described herein.

INTEREST APPRAISED

The value estimated represents the Fee Simple Estate is defined as follows:

> *Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[3]

DATE OF VALUE & DATE OF REPORT

The effective date of the appraisal is the date which the subject was inspected, February 20, 2024. I afforded the owner, the *City of Celina, Texas, a Texas municipal corporation*, the opportunity to accompany me during the inspection. That request was made by certified mail to the address of the property owner. No response was received as of the date of this report and an inspection took place on November 13, 2023, from the nearest public right-of-way, and publicly accessible sidewalks. Subsequently, a representative of the property owner authorized an inspection of the property, and a new inspection occurred on February 20, 2024. The date of the report is February 29, 2024.

PROPERTY HISTORY

Ownership of the subject property is currently vested in *City of Celina, Texas, a Texas municipal corporation*, who acquired title to the property on January 18, 2019, via dedication deed (Deed #2019-6143) from *CADG Sutton Fields II, LLC*, as part of a larger 15.400-acre conveyance, for an undisclosed price according to Denton County Deed Records. Subsequently, on September 11, 2020, *City of Celina, Texas, a Texas municipal corporation*, conveyed 11.348 acres to *Prosper Independent School District*, for an undisclosed price for the construction of an elementary school adjacent to south and east sides of the subject (Deed #2022-59926). The *City of Celina, Texas, a Texas municipal corporation*, has maintained ownership of the subject site since its conveyance in 2019, although the title commitment for the property identifies the property owner as *Prosper Independent School District*.

Based on my research, the property is not currently listed for sale. There are no other known transactions regarding the subject property within the last five years and there are no known contracts, options, or current offers.

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3 Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), page 73.

SCOPE OF WORK

The appraisal has been prepared in accordance with the policies, practices, and standards of the Appraisal Institute and is intended to conform with Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation. This appraisal report is a recapitulation of my data, analysis, and conclusions and is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The appraiser is not responsible for unauthorized use of this report. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied. In preparing this appraisal, the following was conducted:

- Reviewed a warranty deed, aerial photographs, topographical map, and floodplain map associated with the subject property;
- Inspected the subject property from the surrounding rights-of-way on November 13, 2023, and February 20, 2024;
- Gathered applicable comparable market data. I utilized multiple sources to obtain that data including but not limited to: local MLS, area brokers and agents, buyers/sellers, Costar, Loopnet, as well as my proprietary database.
- Interviewed landowners and real estate agents/brokers familiar with the subject area and considered their insight of the current market and transactions;
- Reported an opinion of market value via the Sales Comparison Approach (land only) and the Cost Approach. The inclusion or exclusion of approaches to value was determined by the appraiser and not the client.

Given the characteristics of the subject property (being valued as vacant land with minor site improvements), only the Cost Approach is considered applicable and has been utilized for this analysis. The Sales Comparison Approach, as vacant, is utilized to value the land and is used as a component of the Cost Approach. The Sales Comparison Approach, as improved, and the Income Approach are not applicable in the appraisal of the subject which is appraised as essentially vacant land with supporting site improvements. The exclusion of said approaches is not considered to compromise the credibility of the results rendered herein. Furthermore, the opinion of compensation in this report is for real property interest, or real estate which includes the physical land and site improvements within the acquisition only. This report does not include a value opinion for personal property (temporary construction and utility material's noted within the acquisition area), trade fixtures or business value.

Dakota Bazar (State Certification #: TX1381375-G) provided significant real property appraisal assistance to the person signing this report, which included analyzing subject property data, researching market data, and report writing under the direct supervision of Robert W. Snider, MAI, SR/WA, R/W-AC.

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS

It is emphasized that per USPAP, *"the use of extraordinary assumptions and or hypothetical conditions may have affected assignment results."* These terms are defined as follows:

Extraordinary Assumption *"an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions and conclusions."* This report is made with the following extraordinary assumption(s):

- None

Hypothetical Condition, *"a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis."* This report is made with the following hypothetical condition(s):

- The value of the remainder after the acquisition is subject to the Hypothetical Condition that, as of the effective date of appraisal, the proposed improvements to FM 1385 are constructed according to the TxDOT plans provided. The use of this hypothetical condition may have affected the assignment results.

JURISDICTIONAL EXCEPTIONS

Certain departures from Standard 1 were invoked due to the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP). A Jurisdictional Exception is "an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP." (Source: USPAP 2024 Edition, page 5, effective January 1, 2024)

According to USPAP Standard Rule 1-2(c), when exposure time is a component of the definition for the value opinion being developed, an appraiser must develop an opinion of reasonable exposure time linked to the value opinion. As exposure time is not a component of the market value definition found on Page 1, a Jurisdictional Exception to the USPAP rule relating to exposure time applies.

The Jurisdictional Exception applies to Standard Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions." In the appraisal of property for eminent domain, numerous court cases, including City of Ft. Worth v. Corbin 504 S.W. 2d 829, 830 (Tex. 1974) have established that project influence (both positive and negative) should be disregarded. Therefore, departure from this provision has been invoked.

In the value of the remainder before the acquisition, the Jurisdictional Exception applies to Standards Rule 1-4, which cites that an appraiser must collect, verify, and analyze all information applicable to the appraisal problem, given the scope of work identified in the assignment. The value of the remainder before the acquisition is the value of the whole property less the value of the acquisition, a mathematical calculation utilized to estimate severance damages to the remainder. The method for measuring severance damages was set forth in the case styled State v. Carpenter 89 S.W. 2d 194, 197-198, 200 (Tex. 1936). The Cost, Sales Comparison, and Income Capitalization approaches are not analyzed in the appraisal of the remainder before the acquisition.

Certain elements of damage cannot be considered in the appraisal of the remainder although these elements may reduce the value of the remainder tract. This is in accordance with State v. Schmidt, 867 S.W. 2d 769, 781 (Tex. 1993), wherein the Supreme Court ruled that damages due to diversion of traffic, circuity of travel, increased noise, reduced visibility to passers byes, and inconvenience due to construction activities are non-compensable.

SUBJECT PHOTOS AND MARKET ANALYSIS

PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

Parcel No.: P00057099
Date Taken: November 13, 2023, and February 20, 2024
Local Address: 4400 FM 1385, Celina, Texas 75009
Taken By: Robert W. Snider, MAI, SRWA, R/W-AC

1. Point from which taken: FM 1385 right-of-way — Looking: Northeast toward the subject

2. Point from which taken: FM 1385 right-of-way — Looking: Southeast toward the subject

Form ROW-A-5
(Rev. 08/11)

PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

Parcel No. P00057099
Date Taken November 13, 2023
3. Point from which taken Adjacent tract to the south

Local Address 4400 FM 1385, Celina, Texas 75009
Taken By Robert W. Snider, MAI, SR/WA, R/W-AC
Looking North along the proposed acquisition area

4. Point from which taken Western property boundary

Looking South along the proposed acquisition area

NOTE: The yellow lines drawn on the previous photos are used to identify the approximate location of the proposed right-of-way and may not be exact.

Form ROW-A-5
(Rev. 08/11)

PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

Parcel No. P00057099
Date Taken: November 13, 2023
5. Point from which taken: Western property boundary

Local Address: 4400 FM 1385, Celina, Texas 75009
Taken By: Robert W. Snyder, MAI, SR/WA, R/W-AC
Looking: North along the proposed acquisition area

6. Point from which taken: Western property boundary

Looking: North along the proposed acquisition area

NOTE: The yellow lines drawn on the previous photos are used to identify the approximate location of the proposed right-of-way and may not be exact.

Form ROW-A-5
(Rev. 08/11)

PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

Parcel No. P00057099
Date Taken November 13, 2023
7. Point from which taken FM 1385 right-of-way

Local Address 4400 FM 1385, Celina, Texas 75009
Taken By Robert W. Snider, MAI, SRWA, R/W-AC
Looking East along Ballenger Road, subject to right

8. Point from which taken FM 1385 right-of-way

Looking West along Ballenger Road, subject behind to left

Form ROW-A-5
(Rev 08/11)

PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

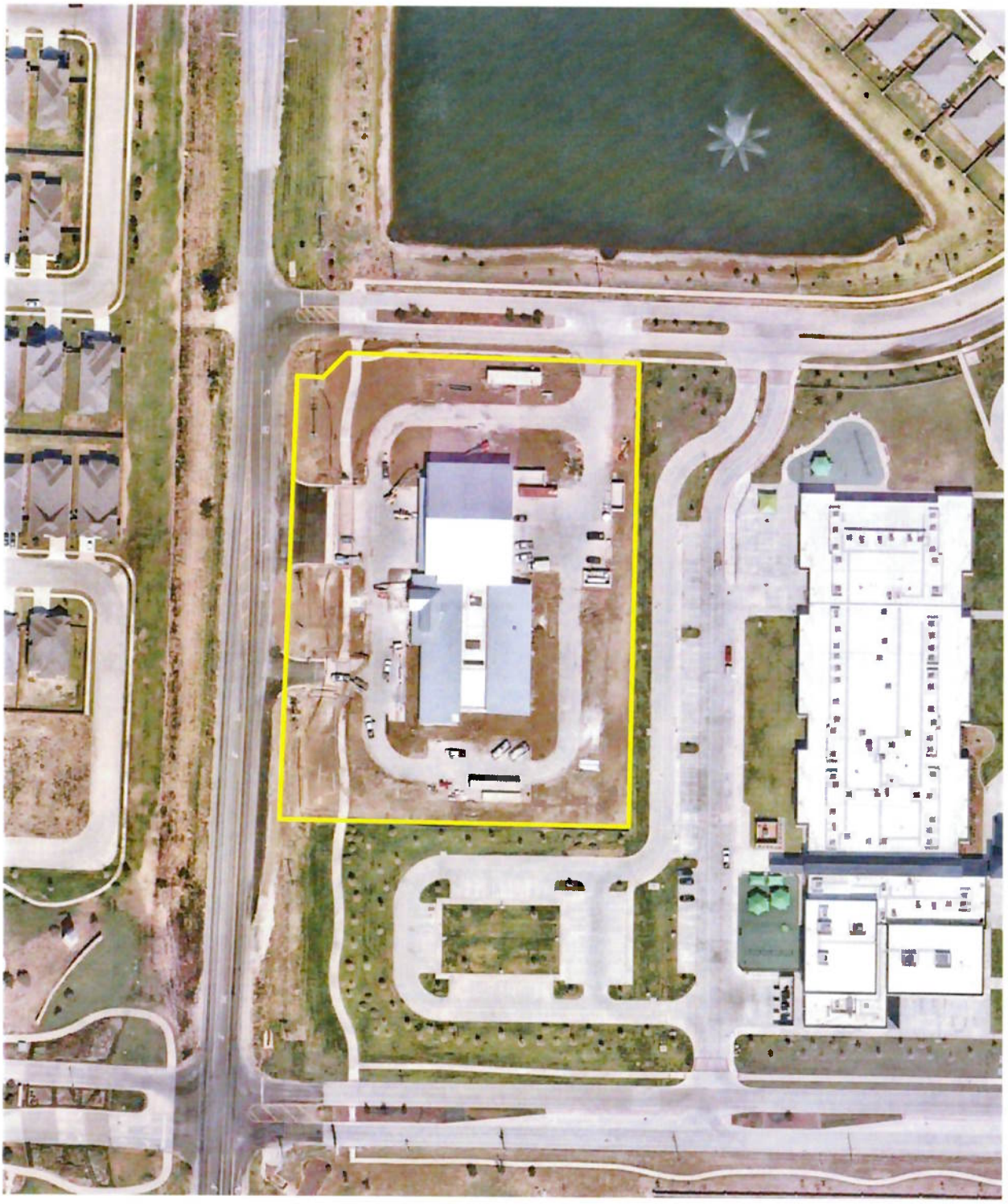
Parcel No P00057099
Date Taken November 13 2023
9 Point from which taken FM 1385 right-of-way

Local Address 4400 FM 1385 Celina, Texas 75009
Taken By Robert W Snider MAI SR/WA R/W-AC
Looking South along FM 1385 subject to left

10 Point from which taken FM 1385 right-of-way

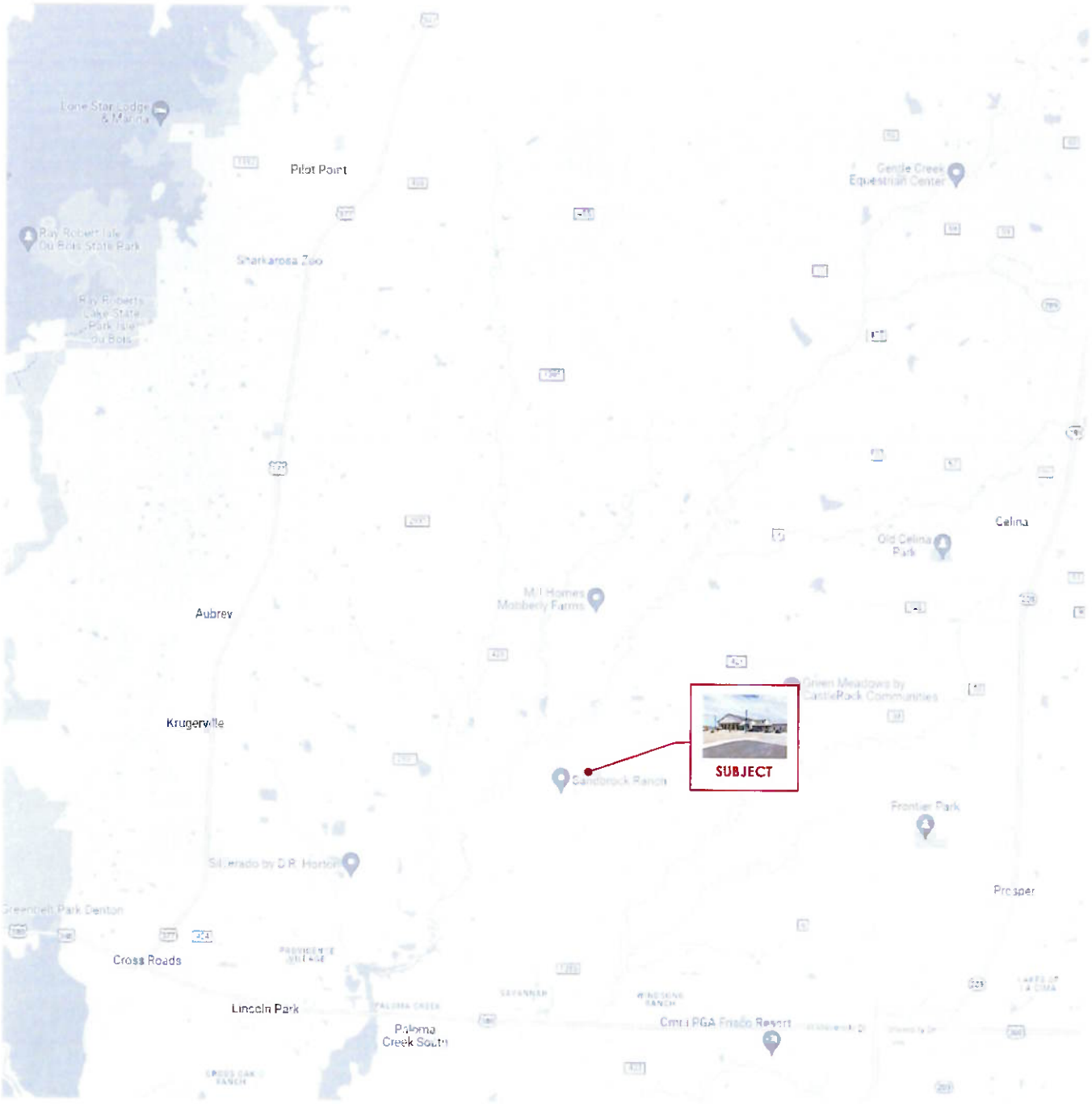
Looking North along FM 1385 subject to right

AERIAL PHOTOGRAPH OF WHOLE PROPERTY



NEIGHBORHOOD

A neighborhood is typically a segment of a community, city or town which is a homogeneous grouping of individuals, buildings or business enterprises within the larger community. A neighborhood has three stages of life and possibly a fourth. They are (1) integration (the development stage), (2) equilibrium (the static stage), (3) disintegration (the declining or decaying stage), and possibly (4) a redevelopment or rejuvenation state or period and continuance of the neighborhood life cycle.



DENTON COUNTY

The Denton County region had an estimated population of 906,422 in 2020. The region consists of 879 square miles with a population density of 1,031.20 residents per square mile compared to a statewide density of 111.6. This county ranked 7th in 2020 population compared to all 254 counties in Texas. Denton County is a member of TWC's Texoma Local Workforce Development region. This area is a rural county. This county also ranked 172nd in size by square miles when compared to all counties in Texas. The Denton County area is assigned to the following district(s): Texas Representative District(s) of 63 and State Senatorial District(s) of 30. The area is in the U.S. Congressional District(s) 4. The county seat is Denton and the county's major city, town or place is Denton. Denton County includes portions of Fort Worth, Plano, and Dallas. In 1993, the county was classified as a rural county. Texas has established a network of 24 Councils of Government (COGs) to assist local governments in planning for common needs and to coordinate regional economic development activity. Denton County falls within the Texoma Council of Governments region.

ACCESS

Access to the subject neighborhood is considered good due to the presence of the Dallas/Fort Worth freeway system. Interstate Highway 35 provides excellent north-south ground transportation in the area. Interstate 35 is a major north-south artery that runs from Laredo into Oklahoma. Just north of Hillsboro, Interstate 35 splits into two auxiliary routes: Interstate 35E and 35W. Interstate 35E heads northeast and passes through Dallas, while Interstate 35W heads northwest and passes through Fort Worth. The two branches converge in Denton to again form Interstate 35, where it continues to the Oklahoma border. US Highway 377 runs from the Fort Worth CBD on into Oklahoma, providing north-south transportation through the subject neighborhood area. In addition, US Highway 380 provides excellent east-west access from McKinney to Denton.

UTILITIES

The subject neighborhood is adequately served by all the typical utilities, including co-op water, septic sewer system, electric service, natural gas, private well and septic and public telephone. No shortages of utility service in the developed portions of the neighborhood were reported and lack of utilities has not been detrimental in the development of the area. Major utility companies servicing the neighborhood include the TXU Gas Company, and TXU Electric Company.

NUISANCES & HAZARDS

Nuisances and hazards are limited in the subject neighborhood. Vibration, smoke, smog, odors and intense noise are basically related to vehicular traffic along the major thoroughfares. As in any area, traffic density poses problems ranging from congestion to noise. These problems are not severe and are a natural part of most communities.

LIFE CYCLE

Each neighborhood has a unique and dynamic quality all its own, given man's unique imagination, design and development of an area. This quality is described as a "life cycle," which is identified in *The Appraisal of Real Estate* as evolving through the following four stages.

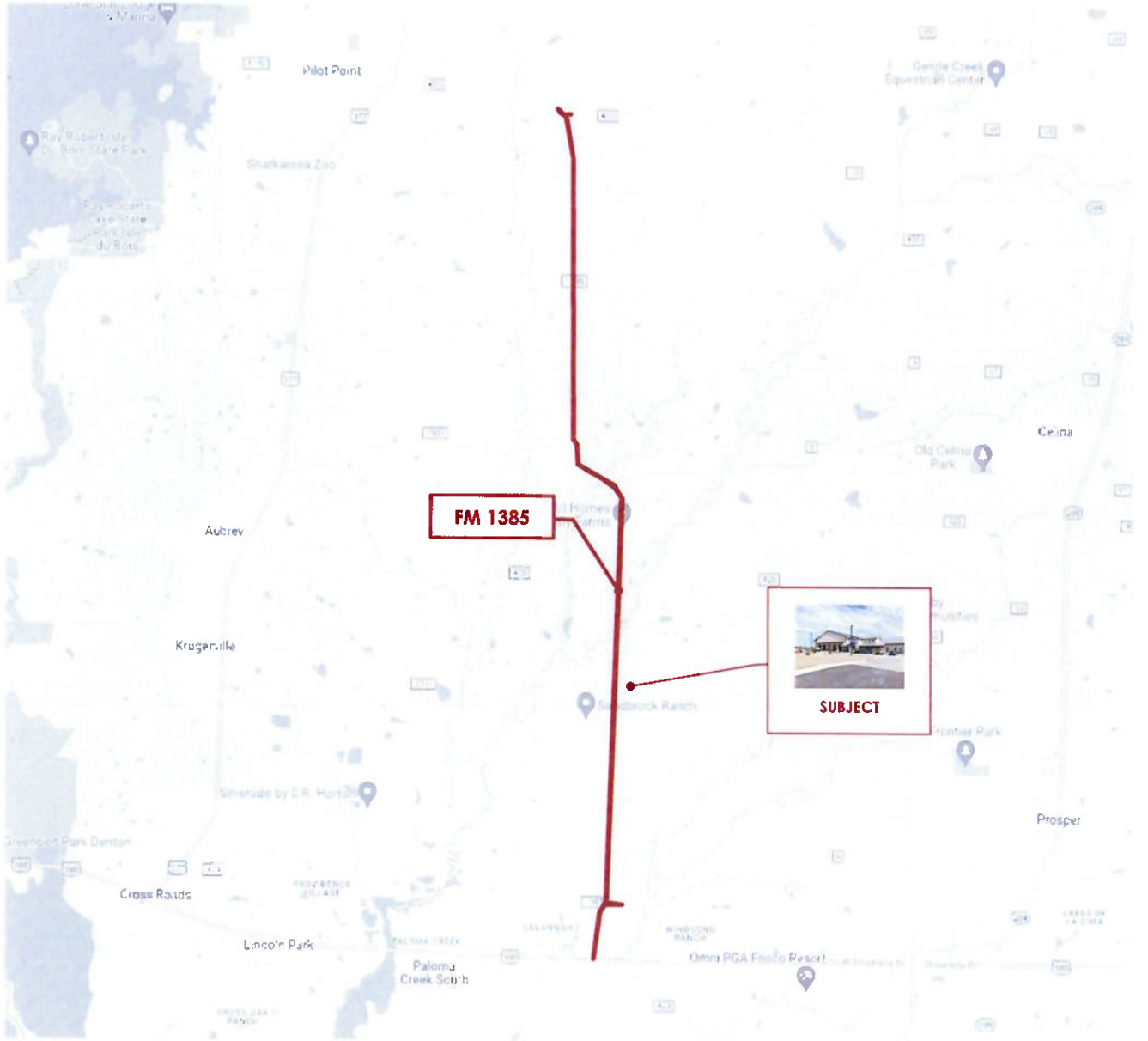
Growth	Neighborhood gains public favor and acceptance
Stability	Equilibrium without marked gains or losses
Decline	Diminishing demand
Revitalization	Renewal, modernization and increasing demand

The subject neighborhood appears to be in the **growth** period of its life cycle. The immediate area is within Denton County and is considered to be approximately 30% developed. Properties appear to range in age from new to over 40 years.

CONCLUSION

The subject neighborhood is located in Denton County, Texas. Demand for virtually all types of real estate in this area has been mostly stable in recent years. The future growth of the neighborhood relies heavily upon the overall strength of the real estate market within the entire North Texas area. The subject property displays good locational attributes in the defined neighborhood and should benefit from any positive economic conditions experienced by the immediate area.

FM 1385 PROJECT AREA ANALYSIS



Based on a survey of this corridor, the majority of new commercial developments are occurring to the south along US Highway 380, given the current traffic counts and availability of utilities. According to local market participants, US Highway 377, FM 2931 and FM 1385 have been target areas for investors, but the current lack of available utilities along portions of these corridors limits the immediate development potential. The majority of new residential subdivision developments are occurring within the southern half of the project corridor, in proximity to US Highway 380 and migrating north. Newer and proposed residential developments of note include the Sandbrock Ranch community (+/- 2,556 lots), Aspen Meadows (+/- 309 lots) Silverado (+/- 2,928 lots), Mobberly (+/-1,986 lots) etc. Additionally, it is noted that a proposed alignment for the Denton County section of the DFW Regional Outer Loop extends across the project area highlighted on the map above.

ECONOMIC UPDATE

LPA is committed to monitoring the current economic environment. The following section analyzes several current economic factors such as the lingering effects of COVID-19, inflation, gas prices, supply chain issues, unemployment, etc. and the effects on commercial real estate.

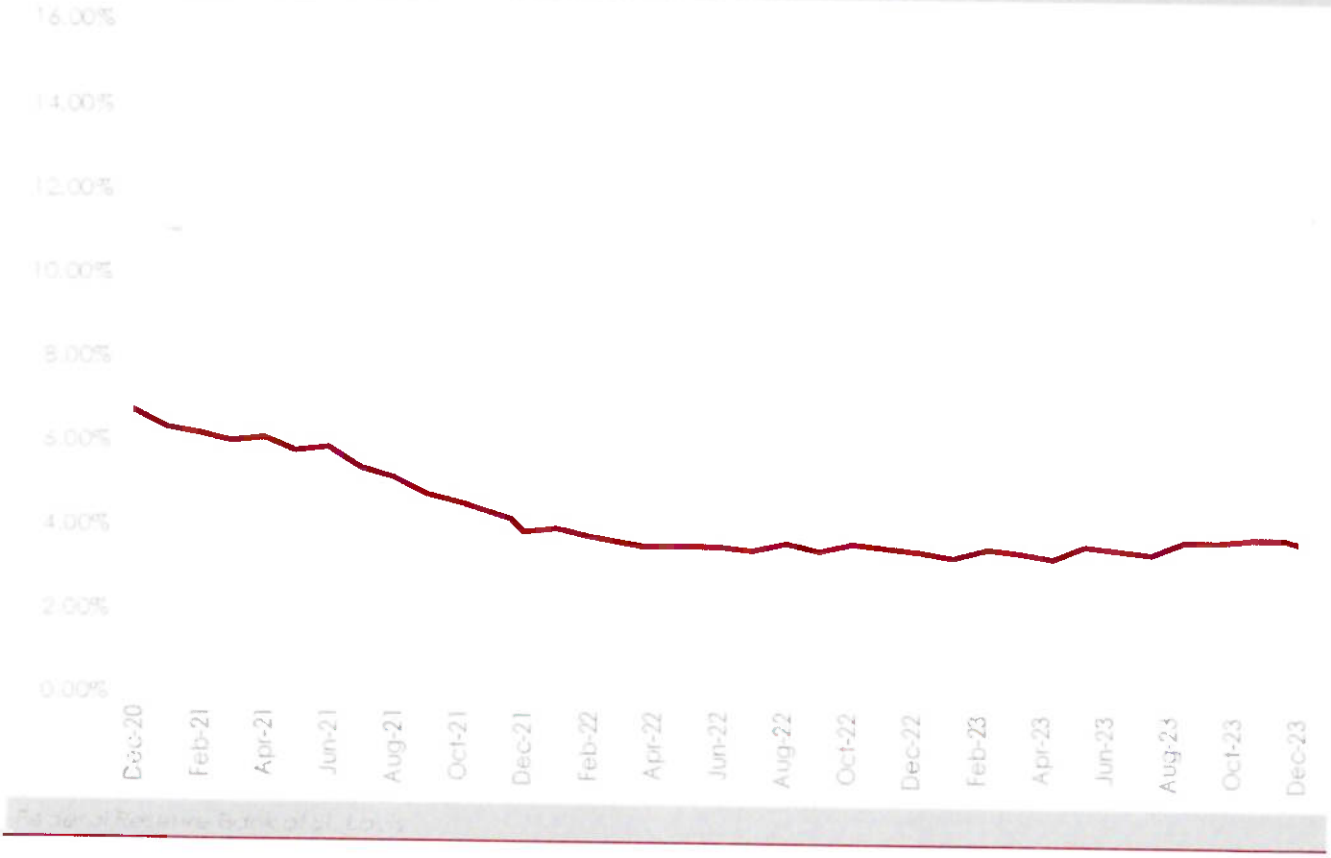
COVID-19

As COVID-19 began in 2020, unemployment reached a high of 14.7%. GDP declined 34% in Q2 2020. The CARES Act, enacted shortly after the beginning of COVID, was a shot in the arm of the U.S. economy. Throughout 2020 and as we entered 2021, the economy began to ease slightly. In 2021 the U.S. began offering four vaccines: Johnson & Johnson, Pfizer, Moderna, and Novavax. Although riddled with supply chain problems and closing businesses, the unemployment rate continuously decreased to 3.9% where it stands as of November 2023. GDP has increased since Q2 2020. The U.S. government has enacted various monetary and fiscal policies to assist the economy, such as $377 billion in emergency grants and loans for small businesses and decreasing the federal fund rate. Although the economy is recovering from COVID-19, these are still unpredictable times.

UNEMPLOYMENT

The COVID-19 pandemic accelerated already emerging trends in slow labor force growth and higher demand for skilled labor. The number of jobless claims skyrocketed in March 2020, when the pandemic officially began, with official unemployment numbers reaching 23.1 million or 14.7%. Unemployment has steadily declined over the following months, with the unemployment rate as of the start of November 2023 recorded at 3.9%, which is back to pre-pandemic levels. In 2022, US employers added a total of 4.5 million new jobs, which is the second strongest year in the past 40 years after 2021. The majority of the new jobs were led by the leisure and hospitality industry as well as professional and business services. Despite the low unemployment rate and job creations, industries are still having problems being understaffed as people used COVID-19 to change jobs and careers, leaving holes in the industries they've left behind. Career changes and the need to work remotely have led to a worker shortage, especially in the food service and hospitality industries. The following chart shows the monthly unemployment rate since December 2020.

UNEMPLOYMENT RATE

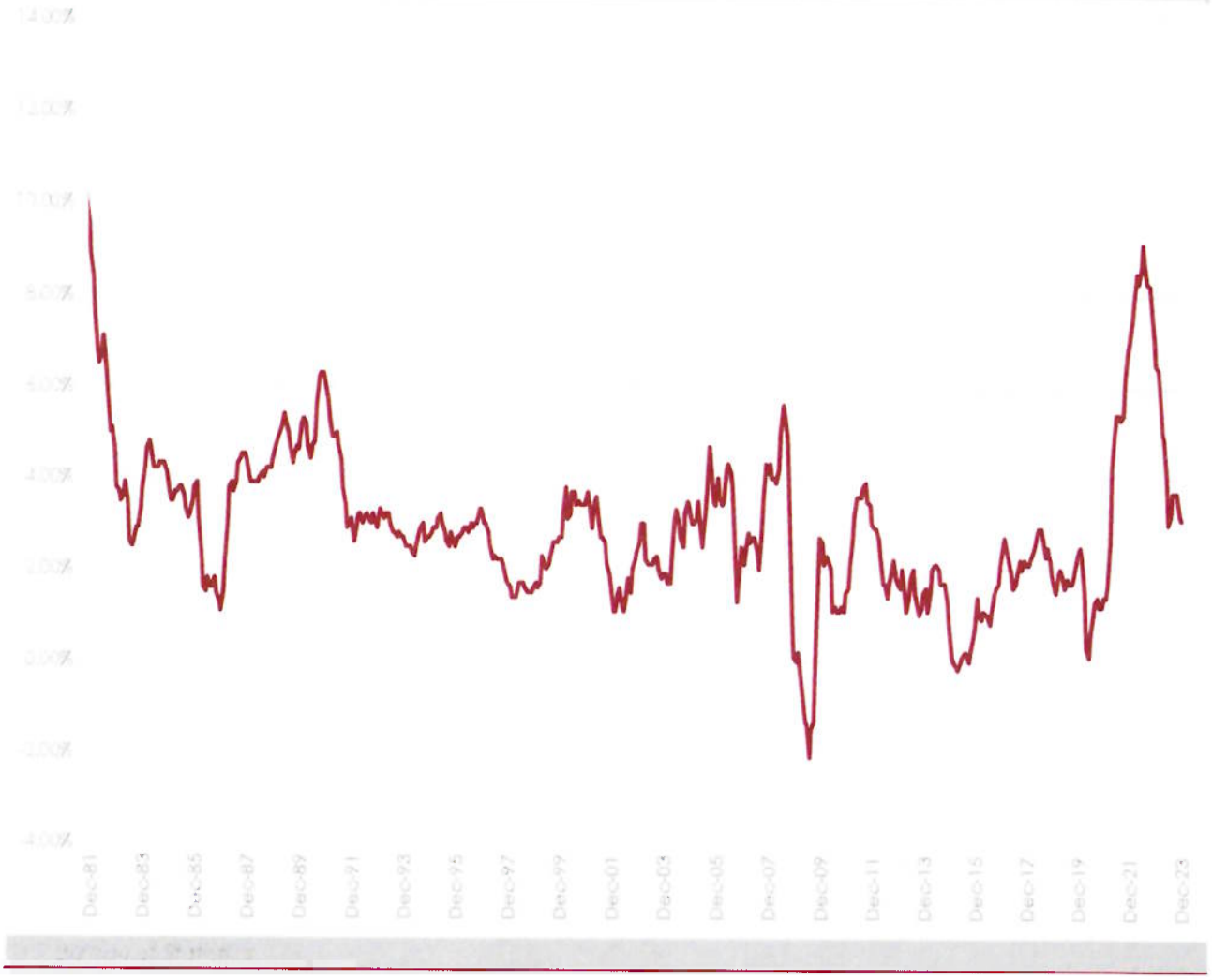


Federal Reserve Bank of St. Louis

INFLATION

Inflation has hit the United States hard since the beginning of 2021. Inflation is the rate of increase in prices over a given period of time. The most common form of measurement is the Consumer Price Index (CPI). This measures the percentage change in price over a "basket" of goods and services in households. According to the U.S Bureau of Labor Statistics, the annual inflation rate in the U.S. has slowed more than expected to 3.2% in July 2023 from an over 40-year high of 9.1% in June 2022. The below chart using data from the U.S. Bureau of Statistics shows the inflation rate over the last 40 years and the increase of inflation in the U.S. since April 2020, and the start of the COVID-19 pandemic.

INFLATION SINCE 1981

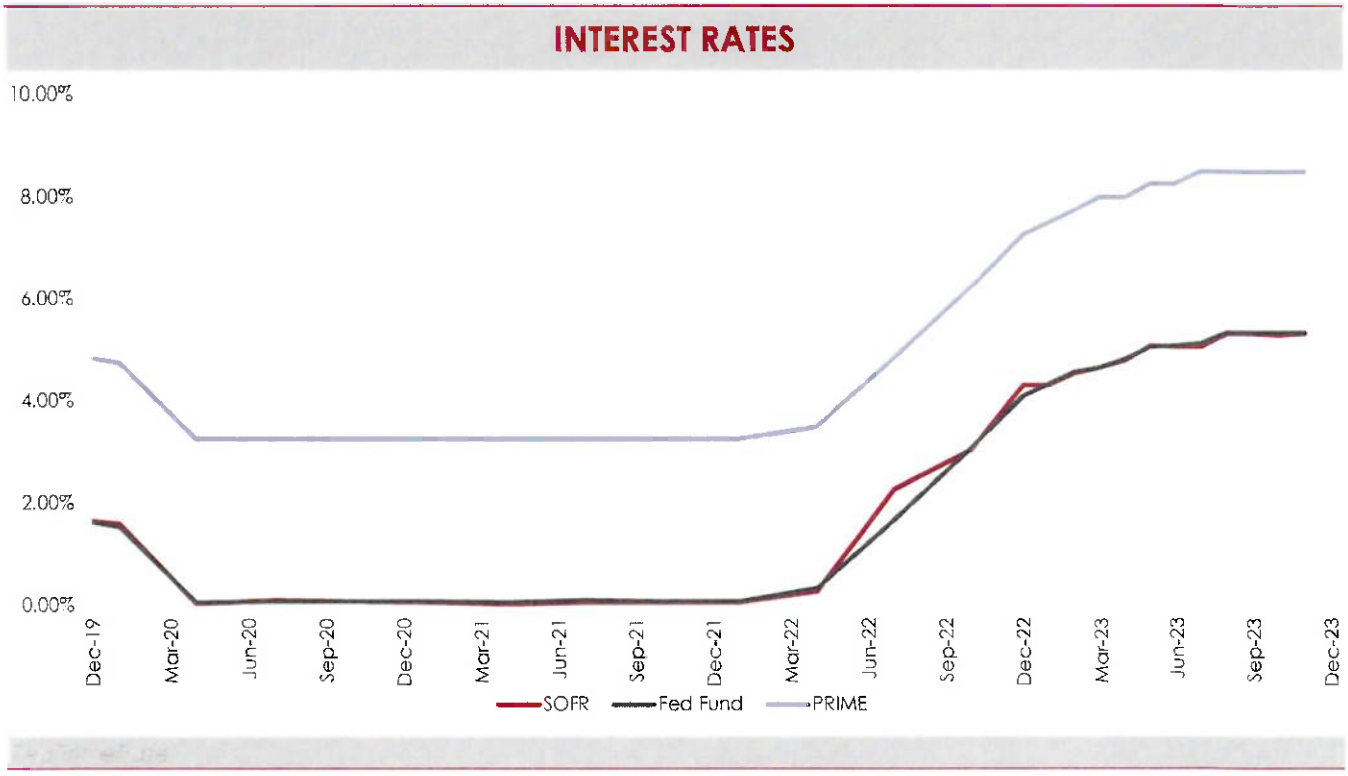


INTEREST RATES

Prime Rate is individually determined by banks and often used as a reference rate (also known as the base rate) for several types of loans. Examples of the types of loans using this rate include credit card loans and small business loans. The prime rate is used by banks to lend to consumers and are fixed and typically do not change over extended periods of time.

Secured Overnight Financing Rate is a benchmark interest rate that institutions utilize for business and consumer loans. Unlike its predecessor, SOFR incorporates actual lending transaction data amongst institutions making it a more reliable source. The Secured Overnight Financing Rate (SOFR) as of December 29, 2023, was 5.38%.

Federal Funds Rate is set by the Federal Open Market Committee (FOMC). This rate is the target at which excess reserves are lent and borrowed amongst commercial banks overnight. This rate influences short term rates on credit cards and consumer loans as well as piquing investors' interest by impacting the stock market.



To combat higher than average inflation, rates began increasing in early 2022. Interest rates and capitalization rates generally move in tandem. Increased cost of capital commonly results in upward pressure on capitalization rates which can, but does not always, cause softening in the market. LPA is committed to monitoring and analyzing the impact of increasing interest rates.

SUPPLY CHAIN

As businesses re-opened due to the slowing of COVID-19, e-commerce accelerated the demand for products, which quickly outpaced the capacity of manufacturing plants. Businesses have begun to focus on near-sourcing materials closer to their manufacturing plants and ultimately closer to the end users. The need to decrease the demand and delays at ports and other entry points was a major reason for companies to focus more on manufacturing from home and less on importing goods and materials. The supply chain issues began in 2020 after computer processor chip manufacturers began slowing and shutting down operations due to the COVID pandemic, resulting in manufacturers not being able to keep up with the increased demand of computer electronics due to a large number of companies moving towards work from home policies.

CONCLUSION

The current economic environment is ever changing. As mentioned previously, LPA is working diligently to capture and analyze current market data to reliably quantify impacts on real property values, national and regional. As the situation evolves, LPA is committed to monitoring current events and how they impact the commercial real estate market.

SITE DESCRIPTION

PHYSICAL CHARACTERISTICS

Location

The subject property is located on southeast corner of FM 1385 and Ballenger Road, north of Crutchfield Road, in Celina, Denton County, Texas.

Legal Description

Being a tract of land out of the Thomas H. McIntyre Survey, Abstract No. 903, and being a part of Block A, Lot 1, City of Celina Fire Station No. 3, an addition to the City of Celina, Denton County, Texas.

Surrounding Land Uses

The subject is surrounded by predominately dense residential developments to the west, and south, and sparse single family residential/agricultural uses further north along FM 1385 with sparse secondary commercial uses to the north. A new elementary school (Dan Christie Elementary School) was recently constructed to the immediate east of the subject.

Size / Configuration / Flood Zone

The subject tract contains a total of 4.052 acres (176,505 SF) and is generally rectangular in shape. The site displays generally level topography and is generally at street grade. No flood plain is noted.

Frontage / Accessibility

According to the recorded plat map and survey provided by the client, the subject site possesses 463.59 feet of frontage along the east side of FM 1385, and 370.80 feet of frontage along the south side of Ballenger Road. The subject site possesses good access to FM 1385, which is a primary traffic carrier for the area, and good access to Ballenger Road, a neighborhood traffic carrier for the area.

Utilities

The subject possesses access to public water and sewer. In addition, the city of Celina provides fire and police protection along with garbage pick-up. Electrical and natural gas are provided by the region's typical providers. At the present time, all utilities appear to be sufficient for area development patterns.

LEGAL CHARACTERISTICS

Zoning / Restrictions

The subject property is currently zoned "PD-62" – Planned Development District, by the City of Celina. Provided below are excerpts from Ordinance No. 2016-05 outlining the zoning purpose and general development regulations set forth by the City.

Purpose. The planned development district is established to permit flexibility and encourage a more creative, efficient, and aesthetically desirable design and placement of buildings, open spaces, and circulation patterns by allowing a mixture or combination of uses, and utilizing special site features such as topography, size, and shape. A planned development district may be used to permit new or innovative concepts in land utilization not permitted by a single zoning district within this zoning ordinance. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow certain development to occur, the requirements established herein ensure against misuse of increased flexibility.

Article 14.04, Table 3A Exterior Materials for Non-Residential Buildings

Categories	Materials
A	Brick, stone, or manufactured stone
B	Split-face CMU, stucco, cementitious fiber board, quick brick, tilt wall, treated engineered wood
C	Metal, natural wood, tile, glass, EIFS
Prohibited	Plain concrete block, aggregate, vinyl, plastic

Article 14.04, Table 3B Required Percentages of Exterior Materials for Non-Residential Buildings Three (3) or Fewer Stories

Facades	Minimum Percentage	Definition
Primary	Minimum 20% stone Remainder category A for a total of 70% category A Maximum 30% category B	Exterior walls of buildings which are clearly visible from a public street or along an active storefront, or as determined by the director
Secondary	Minimum 30% category A Remainder category B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront

The subject's use is a legally conforming use.

Easements / Deed Restrictions

The subject is encumbered by typical utility easements, as noted below from the title commitment for the subject. Due to the location of these easements, they are not considered detrimental to development and/or the site's overall marketability. No other detrimental easements and/or encroachments were noted upon physical inspection of the subject tract. Therefore, it is assumed that no other easements and/or encroachments exist, which would adversely affect the marketability or desirability of the site. The easements indicated in the title commitment are as follows:

10 The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession.

b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

c. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

11. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	Denton County Electric Cooperative, Inc.
Purpose:	As provided in said document
Recording Date:	September 5, 1953
Recording No:	Volume 402, Page 154, Real Property Records, Denton County, Texas

As affected by that Agreement Defining Area Embraced Within Easement filed August 30, 2013, recorded under Clerk's File No. 2013-109502, Real Property Records, Denton County, Texas

12. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	H&M Water Systems Inc.
Purpose:	As provided in said document
Recording Date:	May 11, 1989
Recording No:	Volume 2576, Page 303, Real Property Records, Denton County, Texas

13. Matters contained in that certain document

Entitled:	Sanitary Control Easement
Dated:	February 21, 1989
Executed by:	Alpha Properties
Recording Date:	February 28, 1989
Recording No:	Volume 2537 Page 773, Real Property Records, Denton County, Texas

Reference is hereby made to said document for full particulars.

14. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 1, 1983, recorded August 4, 2022 at Volume 1241, Page 727, of the Official Records of Denton County, Texas, which document contains the following language 1/2 interest in the oil, gas and other minerals. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

15. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated October 3, 1979, recorded October 11, 1979 at Volume 980, Page 516, of the Official Records of Denton County, Texas, which document contains the following language 1/2 of all Minerals. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

16. Matters contained in that certain document

Entitled:	Ordinance No. 2020-51
Dated:	July 14, 2020
Executed by:	City of Celina
Recording Date:	July 28, 2020
Recording No:	under Clerk's File No. 2020-110434, Real Property Records, Denton County, Texas

Reference is hereby made to said document for full particulars.

17. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	Towerco II, LLC
Purpose:	As provided in said document
Recording Date:	May 31, 2011
Recording No:	under Clerk's File No. 2011-49036, Real Property Records, Denton County, Texas

18. Matters contained in that certain document

Entitled:	Tri-Party Agreement
Dated:	November 3, 2015
Executed by	TREZ Capital (2014) Corporation, Denton County 128 Development LLC and CADG Sutton Fields II, LLC
Recording Date:	November 4, 2015
Recording No:	under Clerk's File No. 2015-128400, Real Property Records, Denton County, Texas

Reference is hereby made to said document for full particulars.

19. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	Natural Gas Service
Purpose:	As provided in said document
Recording Date:	April 4, 2017
Recording No:	under Clerk's File No. 2017-38796, Real Property Records, Denton County, Texas

20. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	City of Celina
Purpose:	As provided in said document
Recording Date:	September 5, 2017
Recording No:	under Clerk's File No. 2017-109678, Real Property Records, Denton County, Texas

21. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	Denton County Electric Cooperative, Inc. d/b/a Coserv Electric
Purpose:	As provided in said document
Recording Date:	August 21, 2018
Recording No:	under Clerk's File No. 2018-99178, Real Property Records, Denton County, Texas

22. Matters contained in that certain document

Entitled:	Sutton Fields Facilities and Development Agreement
Dated:	October 13, 2015
Executed by:	City of Celina, Texas and CADG Sutton Fields, LLC
Recording Date:	December 1, 2015
Recording No:	under Clerk's File No. 2015-137928, Real Property Records, Denton County, Texas

Reference is hereby made to said document for full particulars.

23. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	Coserv Gas, LTD, d/b/a Coserv Gas
Purpose:	As provided in said document
Recording Date:	February 21, 2018
Recording No:	under Clerk's File No. 2018-19576, Real Property Records, Denton County, Texas

24. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:	Mustang Special Utility District
Purpose:	As provided in said document
Recording Date:	July 28, 2017
Recording No:	under Clerk's File No. 2017-91828, Real Property Records, Denton County, Texas

25. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.

26. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

Real Estate Taxes

The chart below summarizes the local assessor's certified 2022 and 2023 assessment of the whole property's taxable value and its applicable taxes:

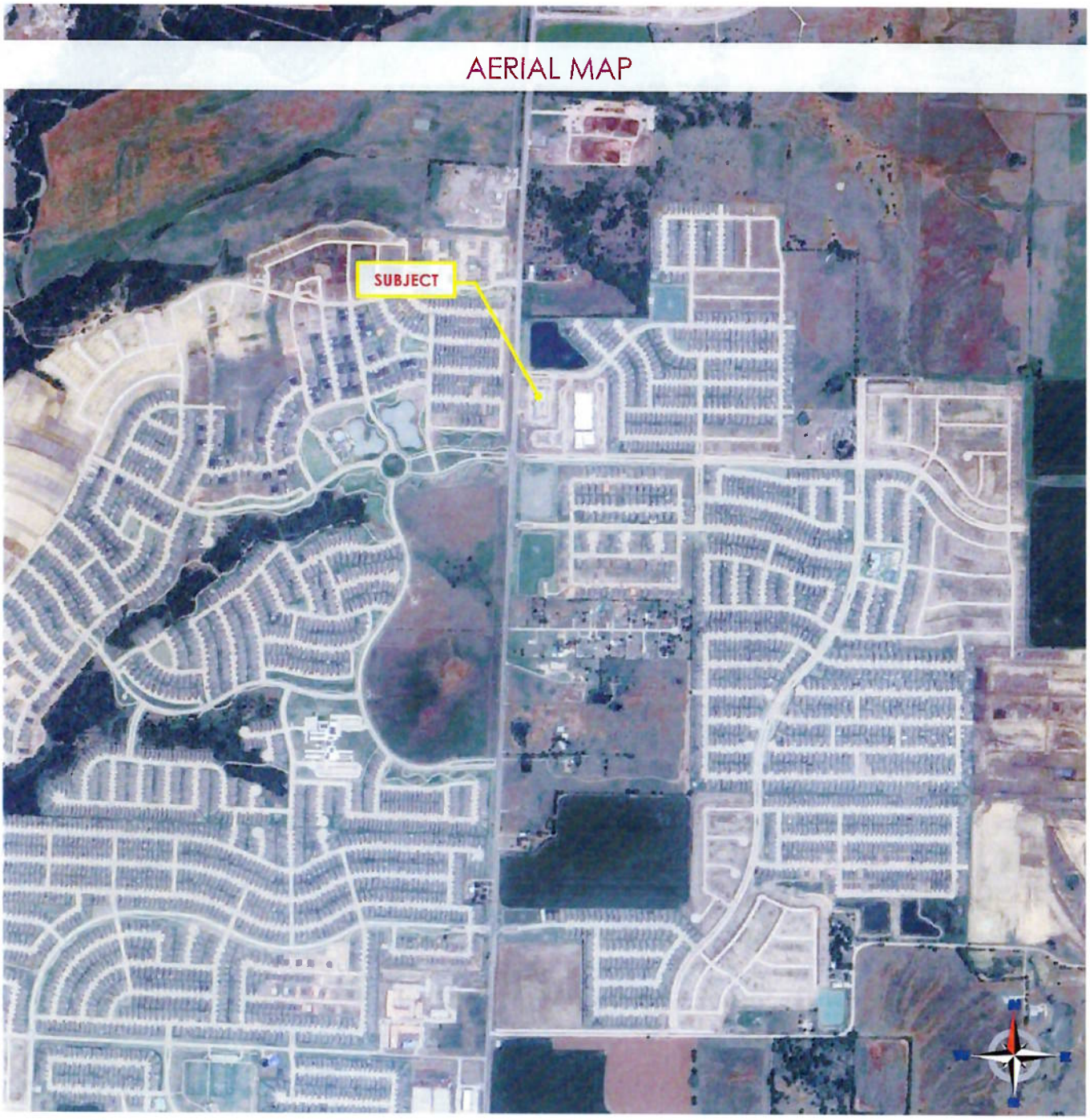
AD VALOREM TAX INFORMATION				
Property ID: 200744				
	Size/Acre	2022	2023	Annual % Change
Land	4.052	$831,820	$1,765,051	112.19%
Improvements		$0	$0	0.00%
Total		**$831,820**	**$1,765,051**	**112.19%**
Total Tax Rate		(per $100 A.V.)	2.059139	
Total Taxes			**$36,344.85**	
Source: Denton County Appraisal District				

The above assessment includes land only as the building improvements were nearing completion as of the most recent assessment. There were no reported delinquent taxes for the subject property, according to information provided by the Denton County Tax Assessor-Collector. The above estimated property taxes display the applicable tax liability without tax exemptions. **Note: The subject is fully tax exempt as ownership resides in a municipal government entity.**

CONCLUSION

There do not appear to be any physical or legal characteristics of the subject that would limit its development potential. The subject site is capable of being developed with a variety of uses.

AERIAL MAP



TAX MAP

740970
BALLENGER RD
973322
973294
SUBJECT
FM 1385
712283
973323
BRAIDED MANE AVE
BROCK PKWY

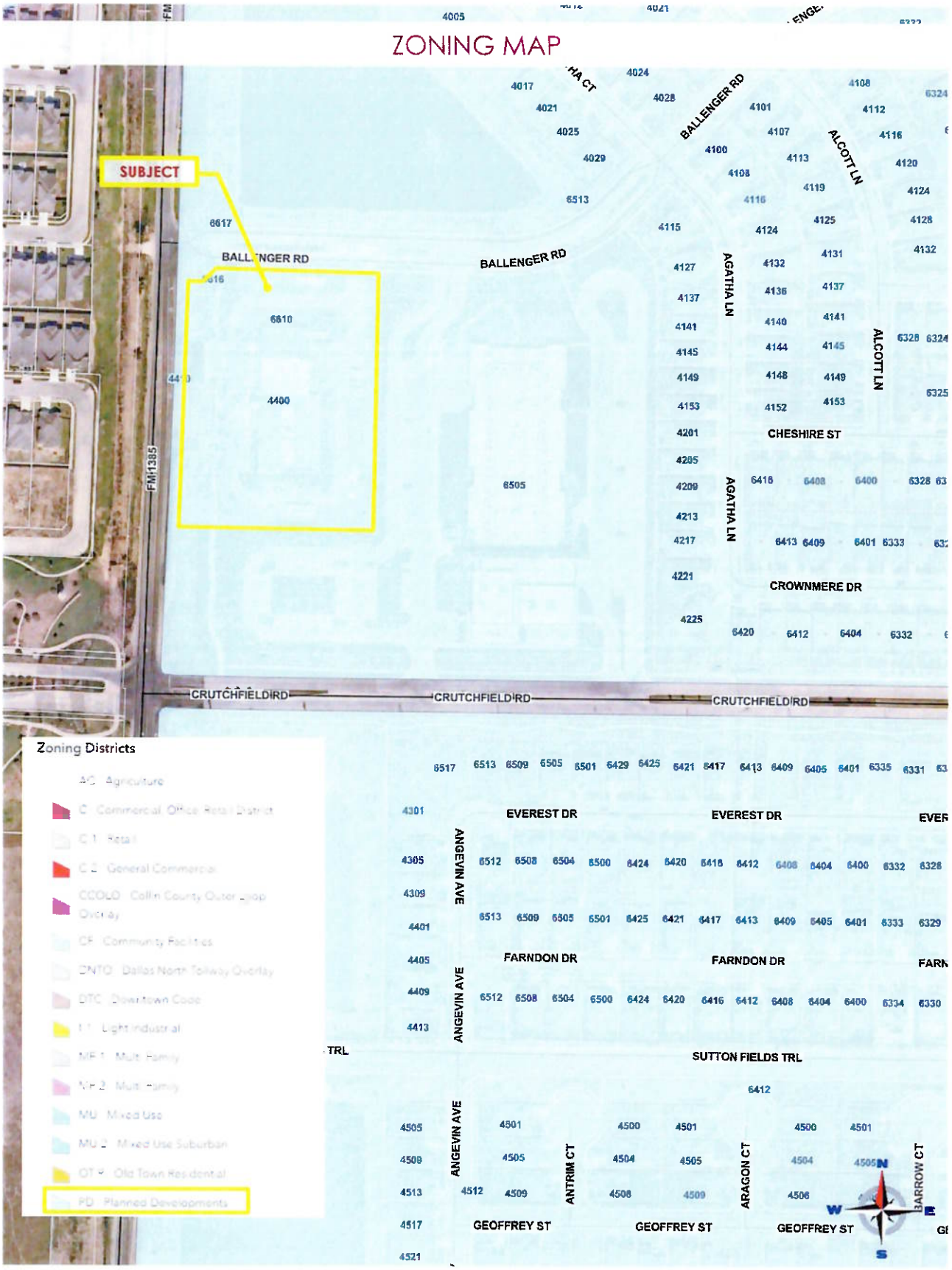
FLOOD MAP

Note: The subject improvements have been constructed subsequent to the date of the aerial image above.

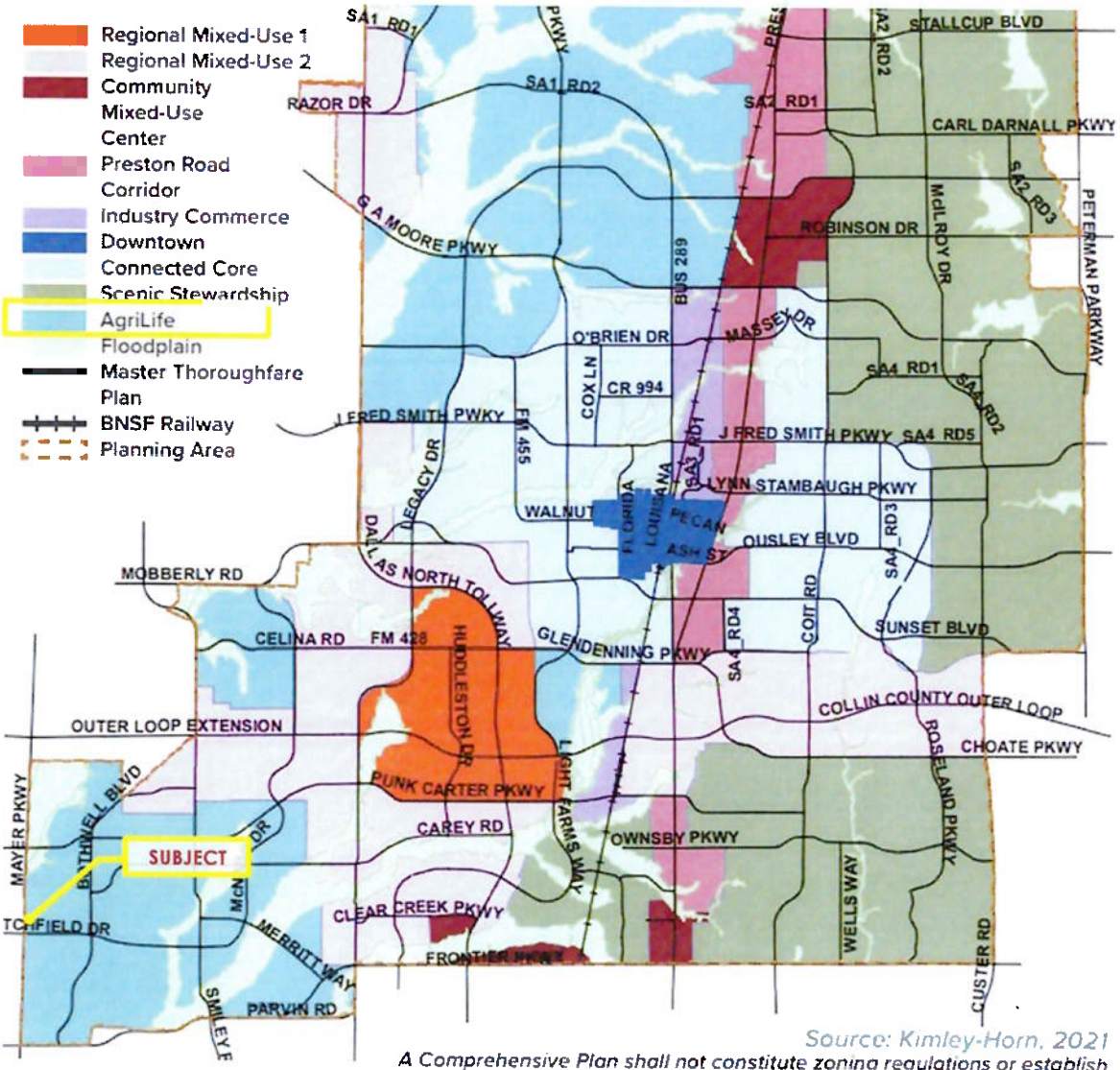
TOPOGRAPHY MAP

Note: The subject improvements have been constructed subsequent to the date of the aerial image above.

ZONING MAP


SUBJECT
BALLENGER RD
BALLENGER RD
FM1385
CRUTCHFIELD RD
CRUTCHFIELD RD
CRUTCHFIELD RD
AGATHA LN
ALCOTT LN
CHESHIRE ST
CROWNMERE DR
EVEREST DR
EVEREST DR
FARNDON DR
FARNDON DR
SUTTON FIELDS TRL
ANGEVIN AVE
ANTRIM CT
ARAGON CT
BARROW CT
GEOFFREY ST
GEOFFREY ST
GEOFFREY ST
Zoning Districts
AG Agriculture
C Commercial Office Retail District
C-1 Retail
C-2 General Commercial
CCOLD Collin County Outer Loop Overlay
CF Community Facilities
DNTO Dallas North Tollway Overlay
DTC Downtown Core
I-1 Light Industrial
MF-1 Multi-Family
MF-2 Multi-Family
MU Mixed Use
MU-2 Mixed Use Suburban
OT-R Old Town Residential
PD Planned Developments
N
W
E
S

FUTURE LAND USE MAP



Source: Kimley-Horn, 2021

A Comprehensive Plan shall not constitute zoning regulations or establish zoning boundaries. The Character Framework Plan represents a vision for future land use and design.

IMPROVEMENTS

The subject is improved with a City of Celina fire station (Celina Fire Station No. 3). The building improvements are far removed from the acquisition area and are not analyzed herein. The only improvements considered in this analysis are affected site improvements located within the acquisition area which consist of asphalt, concrete, and brick paving, concrete curbing, and irrigated landscaping. Any native trees and vegetation in the acquisition are considered inherent in the land value. Furthermore, the opinion of compensation in this report is for real property interest, or real estate which includes the physical land and site improvements within the acquisition only. This report does not include a value opinion for personal property (temporary construction and utility materials noted within the acquisition area), trade fixtures or business value.

Asphalt Paving		The subject is improved with asphalt paving within the proposed acquisition. The paving is considered to be of average quality and in excellent condition as of the date of inspection.
Concrete Curbing		The subject is improved with concrete curbing within the proposed acquisition. The curbing is considered to be of average quality and in excellent condition as of the date of inspection.
Concrete Paving		The subject is improved with concrete paving for a sidewalk within the proposed acquisition. The paving is considered to be of average quality and in excellent condition as of the date of inspection.

Brick Paving		The subject is improved with brick paving within the proposed acquisition. The paving is considered to be of average quality and in excellent condition as of the date of inspection.
Irrigated Landscaping		The subject is improved with irrigated landscaping within proposed acquisition. The landscaping is considered to be of average quality and in excellent condition as of the date of inspection.

ENVIRONMENTAL ISSUES

I am not qualified to detect the existence of any potentially hazardous materials such as oil drums, lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the property. The existence of such substances may affect the value of the property. For the purpose of this assignment, I have specifically assumed there are no hazardous materials that would cause a loss in value to the subject.

CONCLUSION

There are no known factors that could be considered to adversely impact the marketability of the subject.

WHOLE PROPERTY VALUATION

Form POW-A-5
(Rev 08/11)

PROPERTY VALUATION SUMMARY

Whole ☒ Part to be Acquired ☐ Remainder After ☐

HIGHEST AND BEST USE ANALYSIS: The Highest and Best Use analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. Use separate page, numbered accordingly, as necessary.) Please refer to the following pages.

VALUATION APPROACHES
Insert value estimate, then describe, analyze, and support each approach as required.

Sales Comparison Approach (land value)	$	1,941,555
Cost Approach	$	2,156,442
Sales Comparison Approach (as improved)	$	N/A
Income Approach	$	N/A

RECONCILIATION OF APPROACHES TO VALUE: The Sales Comparison Approach, land only, is utilized to value the land and the Cost Approach is utilized to value the site improvements within the acquisition area. The Sales Comparison Approach, as improved, and the Income Approach are not applicable in the appraisal of the subject which is appraised as essentially vacant land with supporting site improvements. The exclusion of said approaches is not considered to compromise the credibility of the results rendered herein. Based on the analyses and valuation conclusions of the subject, the market value opinion of the subject is detailed below:

Contributory Value of Improvements (Itemized)						
Asphalt Paving	3,650 SF				$25,550	
Concrete Curbing	160 LF				$6,320	
Concrete Paving	320 SF				$8,480	
Brick Paving	270 SF				$7,128	
Irrigated Landscaping	15,219 SF				$167,409	
Total Contributory Value of Improvements						**$214,887**
Land Value						
Fee Simple	176,505 SF	X	$11.00 /SF	=	$1,941,555	
Total Land Value						**$1,941,555**
Reconciled Final Value						**$2,156,442**

Each approach developed follows this page and is sequenced as shown below.

Land Value	Cost Approach	Sales Comparison Approach	Income Approach
Page SCA-3.3	Page SCA-3.13	Page SCA-3.14	Page IA-3.15

HIGHEST & BEST USE

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- Physically possible;
- Legally permissible;
- Financially feasible; and
- Maximally productive

The highest and best use analysis of the subject is discussed below.

AS VACANT

Physically Possible

The subject tract contains a total of 4.052 acres (176,505 SF) and is generally rectangular in shape. The site displays generally level topography and is generally at street grade. No flood plain is noted. The subject possesses access to public water and sewer. Oncor provides electric service via overhead lines along FM 1385. The subject is surrounded by predominately dense residential developments to the west, and south, and sparse single family residential/agricultural uses further north along FM 1385 with sparse secondary commercial uses to the north. A new elementary school (Dan Christie Elementary School) was recently constructed to the immediate east of the subject. Access to the subject's neighborhood is considered good due to its direct access along FM 1385 and Ballenger Road.

The principle of conformity is an important consideration in determining the physically possible uses of a site. Conformity is the appraisal principle that holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market. The styles and uses of the properties in an area may conform for several reasons, including economic pressures; the shared preferences of owners for certain types of structures, amenities, services; and the enforcement of uniform standards by zoning ordinances. Based on the subject's physical characteristics and the principle of conformity, the subject site would be capable of accommodating a variety of uses, as the site is not significantly limited based on its physical characteristics.

Legally Permissible

As previously mentioned, the subject is zoned "PD-62" – Planned Development District, by the City of Celina. The zoning district provides for a uniform set of standards for development, including parking and building setbacks. The subject improvements are a legally conforming use.

Other than zoning, no private deed restrictions were uncovered during a normal investigation which would further limit the potential uses of the subject site. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal, which would further restrict its development. The little regulation currently exercised within the area does not restrict the developable uses on the subject site.

Financially Feasible & Maximally Productive

The determination of financial feasibility is determined primarily on the relationship of supply and demand for the legally probable and physically possible land uses versus the cost to create the uses. The prior consideration of physically possible uses and legally permissible does not narrow the use of the subject property. Typical uses in the vicinity include predominately dense residential developments to the west, and south, and sparse single family residential/agricultural uses further north along FM 1385 with sparse secondary commercial uses to the north. A new elementary school (Dan Christie Elementary School) was recently constructed to the immediate east of the subject. Given the subject's location and good access along a primary traffic carrier and secondary access along a neighborhood traffic carrier, the site lends itself for commercial use.

Based on market data presented in this report, it appears that commercial uses are likely feasible given the dense surrounding complementary development and immediate availability of utilities. After considering legal, physical and financial alternatives, the highest and best use of the subject property would be for commercial use.

AS IMPROVED

The subject is improved with a City of Celina fire station (Celina Fire Station No. 3). The building improvements are far removed from the acquisition area and are not analyzed herein. The only improvements considered in this analysis are affected site improvements located within the acquisition area which consist of asphalt, concrete, and brick paving, concrete curbing, and irrigated landscaping.

SALES COMPARISON APPROACH

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Land: ☒ Improved: ☐

LAND VALUATION GRID

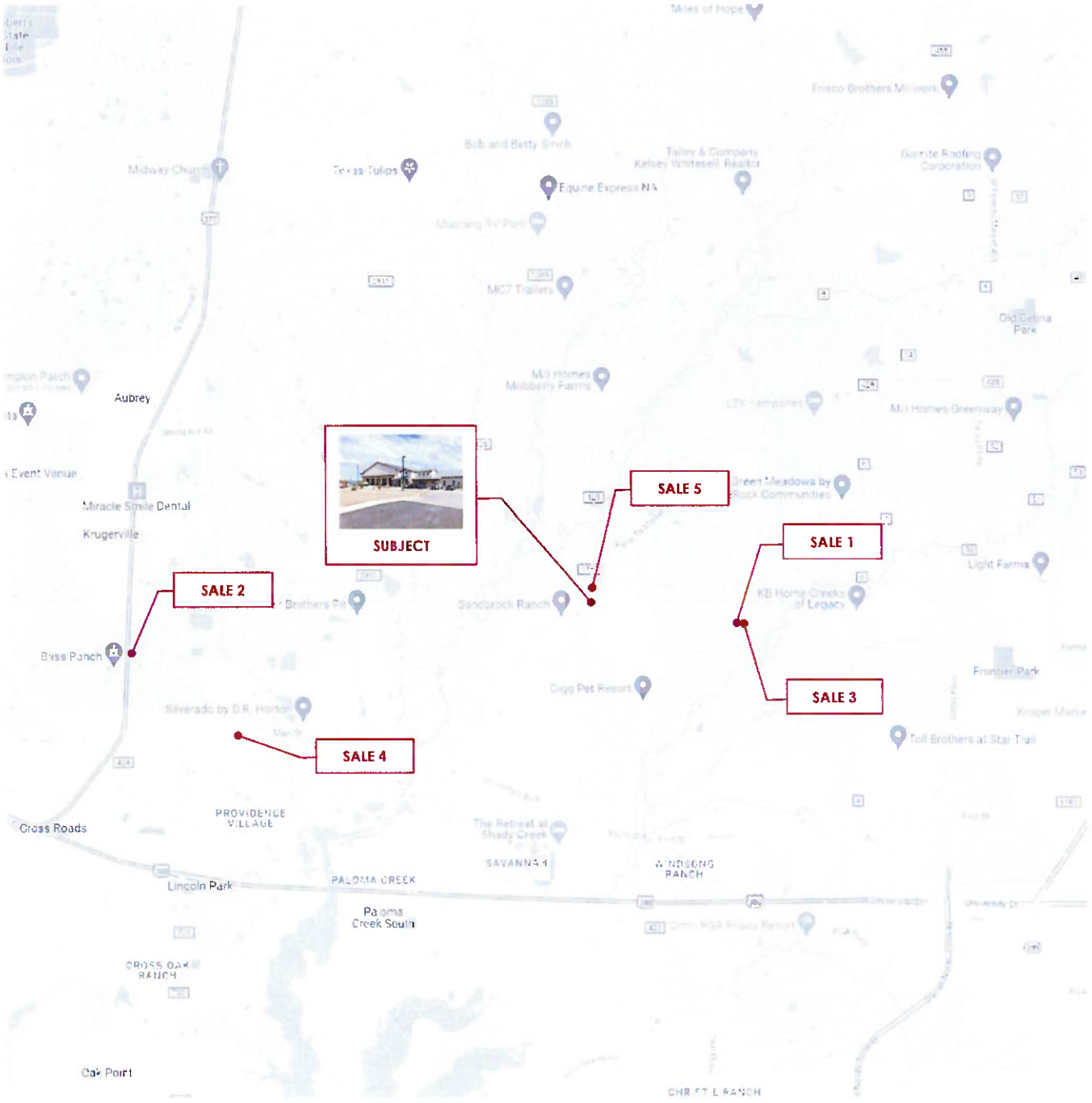
Representative Comparable Set

Comparable Number	Subject	1	2	3	4	5
Grantor		Robert Perry Hooper	Bobbie Elizabeth Arrington	Mario and Juanita Zarate, and Juan Manuel Zarate	Whatadeal Homes, LLC	Mage Partners, LLC
Grantee		ABHIJAY LLC	AubreyUS377, LLC	MRM Liberty Investments, LLC	PRODEN8 Goup, LLC	Legacy 1385, LLC
Date of Sale		2/17/2023	1/26/2023	9/16/2022	9/2/2022	7/6/2021
Relative Location	4400 FM 1385, Celina, Texas 75009	SEC of Smiley Road and Old Dairy Farm Road, Prosper, Texas	4398 U.S. Highway 377, Aubrey, Texas	15700 Old Dairy Farm Road, Prosper, Texas	10248 Liberty Road, Aubrey, Texas	4616 FM 1385, Aubrey, Texas
Sale Price		$1,250,000	$975,000	$875,000	$2,650,000	$2,439,360
Size (AC)	4.052	5.002	3.320	4.000	8.990	8.000
Size (SF)	176,505	217,867	144,619	174,238	391,604	348,480
Unit Price	**$/SF**	**$5.74**	**$6.74**	**$5.02**	**$6.77**	**$7.00**
Property Rights Conveyed						
Financing Terms						
Conditions of Sale						
Market Conditions		10%	11%	14%	14%	26%
Adjusted $/SF		**$6.31**	**$7.48**	**$5.72**	**$7.71**	**$8.82**
Location	Denton County	10%	10%	10%	5%	
Size	4.052				10%	10%
Frontage/Access	FM 1385 / Ballenger Road	5%	5%	10%	10%	10%
Utilities	All Available	5%		5%		10%
Physical Features	Average					
Net Adjustments		20%	15%	25%	25%	30%
Indicated Unit Value	**$11.00**	**$7.57**	**$8.61**	**$7.16**	**$9.64**	**$11.47**

Indicated Value via Sales Comparison Approach.....$1,941,555

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page, numbered accordingly, as necessary.): Please refer to the following pages.

COMP MAP


SUBJECT
SALE 1
SALE 2
SALE 3
SALE 4
SALE 5
Miles of Hope
Frisco Brothers Millwork
Bob and Betty Smith
Talley & Company Kelsey Whitesell, Realtor
Garrite Roofing Corporation
Midway Church
Texas Tulips
Equine Express NA
Mustang RV Park
MC7 Trailers
Old Celina Park
Aubrey
M/I Homes Mobberly Farms
M/I Homes Greenway
Event Venue
Miracle Smile Dental
Krugerville
Green Meadows by Rock Communities
Light Farms
KB Home Creeks of Legacy
Sandbrock Ranch
Bliss Ranch
Frontier Park
Digg Pet Resort
Silverado by D.R. Horton
Toll Brothers at Star Trail
Cross Roads
PROVIDENCE VILLAGE
The Retreat at Shady Creek
SAVANNAH
WINDSONG RANCH
Lincoln Park
PALOMA CREEK
Paloma Creek South
CROSS OAK RANCH
Oak Point
CHRISTIE RANCH

Texas Department of Transportation

Form ROW-A-5S
(Rev. 11/11)

COMPARABLE DATA SUPPLEMENT

District:	Dallas	**Parcel No.:**	P00057099	**Highway:**	FM 1385
County:	Denton	**ROW CSJ:**	1315-01-031		
Land Sale 1		Improvement Sale		Rental Data	

Grantor / Lessor:	Robert Perry Hooper		**Grantee/Lessee:**	ABHIJAY LLC	
Date:	2/17/23	**Recording Info:**	2023 15867	**Latitude/Longitude:**	33.265147 / -96.863490
Address:	SEC of Smiley Road and Old Dairy Farm Road, Prosper, Texas			**Zip Code:**	75078
Legal Description:	Being Lot 8, Smiley Acres, Denton County, Texas				
Confirmed Price:	$1,250,000		**Verified with:**	Paresh Patel, Buyer's Agent	
Terms and Conditions of Sales:	N/A				
Rental Data:	N/A				
Land Size:	217,867 SF	5.0015 Acres	**Unit Price (Vacant):**	$5.74/SF	
Type Street:	Two two-way, gravel-paved roads		**Utilities:**	Co-op Water and Electric	
Improvement(s) Description:	N/A				
Impr(s) Size:	N/A		**Unit Price (Impr):**	N/A	
Condition and Functional Design:	N/A				
Current Use:	Vacant Land		**Highest & Best Use:**	Investment Hold	
Date of Inspection:	2/23/23	**Zoning:**	Not Zoned	**Flood Plain:**	None
Remarks:	Property is located at the southeast corner of Smiley Road and Old Dairy Farm Road. Purchased as an investment with no immediate development plans given that proximate sites are planned to be developed with a daycare facility and a public school.				
Appraiser:	Robert W. Snider, MAI, SR/WA, R/W-AC			**Date:**	2/29/24

Form ROW-A-SS
(Rev. 11/11)

COMPARABLE DATA SUPPLEMENT

District:	Dallas	**Parcel No.:**	P00057099	**Highway:**	FM 1385
County:	Denton	**ROW CSJ:**	1315-01-031		
Land Sale 2		Improvement Sale		Rental Data	

Grantor / Lessor:	Bobbie Elizabeth Arrington		**Grantee/Lessee:**	AubreyUS377, LLC	
Date:	1/26/23	**Recording Info:**	2023-8349	**Latitude/Longitude:**	33.260432 / 96.986621
Address:	4398 U.S. Highway 377, Aubrey, Texas			**Zip Code:**	76227
Legal Description:	Being all that certain lot, tract, or parcel of land situated in the J. Bridges Survey Abstract No. 36, in Denton County, Texas				
Confirmed Price:	$975,000		**Verified with:**	Taylor Lokey, Broker	
Terms and Conditions of Sales:	Cash				
Rental Data:	N/A				
Land Size:	144,619 SF	3.3200 Acres	**Unit Price (Vacant):**	$6.74/SF	
Type Street:	Two-way, asphalt paved road		**Utilities:**	All Available	
Improvement(s) Description:	Small metal shed (No contributory value)				
Impr(s) Size:	N/A		**Unit Price (Impr):**	N/A	
Condition and Functional Design:	N/A				
Current Use:	Vacant Land		**Highest & Best Use:**	Commercial	
Date of Inspection:	11/27/23	**Zoning:**	Not Zoned	**Flood Plain:**	None
Remarks:	The property is located on the southeast corner of U.S. Highway 377 and Stewart Road, in Aubrey, Texas. No flood plain is noted. All utilities are available.The property sold as an investment due to the expansion of existing developments in the area.				
Appraiser:	Robert W. Snider MAI, SR/WA, R/W-AC			**Date:**	2/29/24

Texas Department of Transportation

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COMPARABLE DATA SUPPLEMENT

District:	Dallas	**Parcel No.:**	P00057099	**Highway:**	FM 1385
County:	Denton	**ROW CSJ:**	1315-01-031		
Land Sale 3		Improvement Sale		Rental Data	

Grantor / Lessor:	Mario and Juanita Zarate; and Juan Manuel Zarate		**Grantee/Lessee:**	MRM Liberty Investments, LLC	
Date:	9/16/22	**Recording Info:**	2022-134302	**Latitude/Longitude:**	33.26515, -96.86135
Address:	15700 Old Dairy Farm Road, Prosper, Texas			**Zip Code:**	75078
Legal Description:	Situated in and part of the C. Copenhaver Survey, Abstract No. 253, and being out of and a part of Lot 7 of Smiley Acres, an Addition to Denton County, Texas				
Confirmed Price:	$875,000		**Verified with:**	Lupe Robbins, Listing Agent	
Terms and Conditions of Sales:	N/A				
Rental Data:	N/A				
Land Size:	174,238 SF	4.000 Acres	**Unit Price (Vacant):**	$5.02/SF	
Type Street:	Two-way, asphalt paved road		**Utilities:**	Water and electric	
Improvement(s) Description:	200 SF storage building (no contributory value)				
Impr(s) Size:	N/A		**Unit Price (Impr):**	N/A	
Condition and Functional Design:	N/A				
Current Use:	Vacant Land		**Highest & Best Use:**	Hold for Future Secondary Commercial	
Date of Inspection:	2/8/23	**Zoning:**	None	**Flood Plain:**	None
Remarks:	Property is located on the south side of Old Dairy Farm Road, just east of Smiley Road. The tract is at street grade, is level and contains all usable land. No flood plain is noted. The property was improved with a small storage building with nominal contributory value. Purchased as an investment with the intention to be developed with a daycare facility due to the fact that a neighboring property was acquired to be developed with a public school.				
Appraiser:	Robert W. Snider, MAI, SR/WA, R/W-AC			**Date:**	2/29/24

Texas Department of Transportation

Form ROW-A-5S
(Rev. 11/11)

COMPARABLE DATA SUPPLEMENT

District:	Dallas	**Parcel No.:**	P00057099	**Highway:**	FM 1385
County:	Denton	**ROW CSJ:**	1315-01-031		
Land Sale 4		Improvement Sale		Rental Data	

Grantor / Lessor:	Whatadeal Homes, LLC		**Grantee/Lessee:**	PRODEN8 Goup, LLC	
Date:	9/2/22	**Recording Info:**	2022-128245	**Latitude/Longitude:**	33.24770, -96.96367
Address:	10248 Liberty Road, Aubrey, Texas			**Zip Code:**	76227
Legal Description:	Situated in the J. Bridges Survey, Abstract Number 36, Denton County, Texas				
Confirmed Price:	$2,650,000		**Verified with:**	Wesley Haile, listing broker / Contract	
Terms and Conditions of Sales:	N/A				
Rental Data:	N/A				
Land Size:	391,604 SF	8.9900 Acres	**Unit Price (Vacant):**	$6.77/SF	
Type Street:	Two-way, asphalt-paved road		**Utilities:**	All available	
Improvement(s) Description:	Barns and storage sheds (no contributory value)				
Impr(s) Size:	N/A		**Unit Price (Impr):**	N/A	
Condition and Functional Design:	N/A				
Current Use:	Vacant		**Highest & Best Use:**	Investment hold / Commercial	
Date of Inspection:	2/8/23	**Zoning:**	B-2, Business District	**Flood Plain:**	None
Remarks:	Property is located on the south and west sides of Liberty Road, one-quarter mile west of FM 2931. The tract is at street grade with generally level to sloping topography. No flood plain is noted. The property was improved with metal barns and sheds with nominal contributory value. Purchased as an investment due to the surrounding development.				
Appraiser:	Robert W. Snider, MAI, SR/WA, R/W-AC			**Date:**	2/29/24

Form ROW-A-5S
(Rev. 11/11)

COMPARABLE DATA SUPPLEMENT

District:	Dallas	**Parcel No.:**	P00057099	**Highway:**	FM 1385
County:	Denton	**ROW CSJ:**	1315-01-031		
Land Sale 5		Improvement Sale		Rental Data	

Grantor / Lessor:	Mary Rae Stone		**Grantee/Lessee:**	RainTower, Inc.	
Date:	8/22/22	**Recording Info:**	2022000134560	**Latitude/Longitude:**	33.35991,-96.81880
Address:	17838 FM 455, Celina, Texas			**Zip Code:**	75009
Legal Description:	Situated in and part of the J. Worrall Survey, Abstract No. 1036, Collin County, Texas				
Confirmed Price:	$432,000		**Verified with:**	Ashley Gilmore Listing Agent	
Terms and Conditions of Sales:	$380,000 note payable to third parties				
Rental Data:	N/A				
Land Size:	87,120 SF	2.0000 Acres	**Unit Price (Vacant):**	$4.96/SF	
Type Street:	Two-way, asphalt-paved road		**Utilities:**	Water and electric	
Improvement(s) Description:		N/A			
Impr(s) Size:	N/A		**Unit Price (Impr):**	N/A	
Condition and Functional Design:		N/A			
Current Use:	Vacant Land		**Highest & Best Use:**	Investment Hold	
Date of Inspection:	11/15/23	**Zoning:**	None	**Flood Plain:**	None
Remarks:	Property is located on the east side of FM 455, southeast of Little Elm Creek. The tract is at street grade with sloping terrain and contains all usable land. No flood plain is noted. A grass lined drainage ditch extends along the road frontage and the property has a scattering of trees. Purchased as an investment due to the active development in the area. Some debris was noted during the inspection.				
Appraiser:	Robert W. Snider, MAI, SR/WA, R/W-AC			**Date:**	2/29/24

SUMMARY OF ADJUSTMENTS

The market data utilized for the basis of this analysis is considered the best available and indicative of current market trends for undeveloped land in the subject market area. Components that affect the sale price of vacant land are numerous, but the most prominent are property rights conveyed, financing terms, conditions of sale, market conditions, location, size, frontage/access, utilities and physical features. The following criteria and preceding adjustment grid have been implemented in order to reconcile the quality and quantity of the data available and analyzed within this approach to value.

Property Rights

The adjustment for property rights conveyed recognizes that differences in legal interest or estate between the subject and the comparable properties may occur. In this analysis, all the sales occurred in fee simple title and therefore, no adjustments were made.

Financing Terms

The adjustment for cash equivalency takes into account the fact that the transaction price of the comparable property may not be equal to its cash equivalent price. All the sales utilized in this analysis were cash to seller transactions or transactions involving market financing, and no adjustment for cash equivalency was necessary.

Conditions of Sale

Adjustments for conditions of sale are intended to recognize motivations of the buyer and the seller that are unique to ordinary market conditions. All of the sales were arm's length transactions, and none appeared to occur under duress; thus, no adjustments for conditions of sale are warranted.

Market Conditions

Based on a survey of land price trends within Northeast Texas and the Dallas Prairie Land Market Areas, as well as a survey of median single-family residential resale trends from the Multiple Listing Service 2019 through 4Q2022, the market has experienced price appreciation during this time period of 17.66%-to-25.46%, with an average of 20.71%. However, in the past year market conditions have tempered as a result of increasing mortgage rates. The annual growth rate reported as of January 1, 2023, was 5.00% and as of November 7, 2023, was reported at 2%. With respect to this factor, upward adjustments are applied to each sale at a rate of generally 10.0% per year to reflect improving market conditions since the respective dates of sale.

Location

Differences in value occur due to varying degrees of accessibility, exposure, and surrounding development to a site. Surrounding development also plays an important part of locational influences for a property. The subject property is located on southeast corner of FM 1385 and Ballenger Road, north of Crutchfield Road, in Celina. The subject is surrounded by predominately dense residential developments to the west, and south, and sparse single family residential/agricultural uses further north along FM 1385 with sparse secondary commercial uses to the north. A new elementary school (Dan Christie Elementary School) was recently constructed to the immediate east of the subject. The majority of new commercial developments are occurring to the south along US Highway 380, given the current traffic counts and availability of utilities. According to local market participants, US Highway 377, FM 2931, and FM 1385 have been target areas for investors, but the current lack of available utilities along portions of these corridors limits the immediate development potential. The majority of new residential subdivision developments occurring within the southern half of the project corridor, closer to US Highway 380 and to the west along US Highway 377.

With respect to this factor, Sales 1-4 are located amongst inferior surrounding development and indicate upward adjustments. Sale 5 is considered similar with regard to location and indicates no adjustment.

Size

Size is a factor that must be considered when comparing vacant land sales. Typically, but not always, larger tracts sell for a lower unit value. Therefore, when making comparisons on a per unit basis, such as price per square foot, the larger tracts tend to be adjusted upward and the smaller tracts tend to be adjusted downward to accurately reflect the differences. With respect to this factor, Sales 4 and 5 are adjusted upward to account for their materially larger land sizes.

Frontage/Exposure

The subject property benefits from frontage/exposure to FM 1385 which is a primary traffic carrier, and additional frontage/exposure to Ballenger Road, a neighborhood traffic carrier. With respect to this factor, Sales 1 and 2 are located on inferior corners in comparison to the subject and indicate upward adjustments. Sales 3-5 lack corner frontage in comparison to the subject and indicate upward adjustments.

Utilities

The availability of public utilities such as water, electric power and sanitary sewer service have an impact on property values since the non-availability of such utilities could restrict the overall development and/or potential use of an individual site. The subject has access to public water and sewer. With respect to this factor, Sales 1 and 3 lack access to sanitary sewer in comparison to the subject and indicate upward adjustments. Sale 5 lacked access to public water and sewer at closing and indicates an upward adjustment.

Physical Features

The overall site characteristics of each sale have been compared to the subject site. These include traits such as flood plain, site preparation expense, topography, easements, and shape. The subject is generally rectangular in shape with generally level topography and is generally at street grade. No flood plain is noted. With respect to this factor, no adjustments are indicated.

CONCLUSION

Consideration was given to each of the sales, which together provide a range of activity for recent development in the market. The following table presents the land value conclusion for the whole property:

WHOLE PROPERTY LAND VALUE CONCLUSION

$/SF		Subject Size (SF)	Total
$11.00	x	176,505	$1,941,555
Concluded Value			$1,941,555

COST APPROACH

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost						
Improvement	**No. of Units**	**$ per / Unit**	**Cost New**	**Depreciation**		**Value**
None			$ -	$ -		$ -
Contributory Value of the Building(s)						**$ -**
Accessory Improvements						
None			$ -	$ -		$ -
Contributory Value of the Accessory Improvements						**$ -**
Site Improvements						
Asphalt Paving	3,650 SF	$7.00	$ 25,550	$ -	0%	$ 25,550
Concrete Curbing	160 LF	$39.50	$ 6,320	$ -	0%	$ 6,320
Concrete Paving	320 SF	$26.50	$ 8,480	$ -	0%	$ 8,480
Brick Paving	270 SF	$26.40	$ 7,128	$ -	0%	$ 7,128
Irrigated Landscaping	15,219 SF	$11.00	$ 167,409	$ -	0%	$ 167,409
Contributory Value of the Site Improvements						**$ 214,887**
Contributory Value of All Improvements						**$ 214,887**
Land						
Fee Simple	176,505 SF	$11.00				$ 1,941,555
Indicated Value by Cost Approach						**$ 2,156,442**

Indicated Value via Cost Approach..... $2,156,442

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use separate page, numbered accordingly, as necessary):

As noted in the Improvement Description section of this report, the subject has site improvements (i.e., asphalt, concrete, and brick paving, concrete curbing, and irrigated landscaping) within proposed acquisition (measurements noted above). The improvements are overall considered to be of average quality and in excellent overall condition as of the date of inspection.

The cost figures above were estimated utilizing cost estimates from T Bar Fence, a local fence contractor, and Marshall Valuation Service, a nationally recognized cost publication, including indirect cost and current and local multipliers). The age/life method was utilized to estimate depreciation for the improvements.

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Land: ☐ Improved: ☒

SALES COMPARISON APPROACH GRID Representative Comparable Set

Comparable Number	Subject	1	2	3	4
Grantor					
Grantee					
Date of Sale					
Year Built					
Relative Location					
GLA (SF)					
Actual Sale Price					
Adjusted Sale Price					
Adj. Price Per Unit					
Property Rights Conveyed					
Financing Terms					
Market Conditions (Time)					
Adjusted $/SF					
Location					
Size					
Age / Condition					
Quality of Construction					
Net Adjustments					
Indicated Unit Value					
Indicated Value by Sales Comparison Approach					N/A

Indicated Value by Sales Comparison Approach.....N/A

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page, numbered accordingly, as necessary.)

The Sales Comparison Approach - Improved is not applicable for the valuation of the whole property, given that there are no improvements on the site to analyze.

INCOME APPROACH

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Income			**$ / SF / Yr**	**Total**
Potential Rental Income				
Vacancy				
Net Rental Income				
Other Income				
Expense Reimbursements				
Effective Gross Income				
Expenses				
Fixed	Real Estate Taxes			
	Property Insurance			
Variable	Common Area Maintenance			
	Management Fee			
	Reserves for Replacement			
Total Expenses				
Net Operating Income				
Income Capitalized @				
Plus: Value of Excess Land (if any)				
Indicated Stabilized Value				
Deferred Maintenance				
Indicated Value by Income Approach				**N/A**

Indicated Value by Income Approach..... N/A

Furnish supporting information/data, justification of gross income estimates, expenses, method of capitalization and capitalization rate (Attach Comparable Rental Data Supplement and Map. Use separate page, numbered accordingly, as necessary.):

The Income Approach was not applicable for the valuation of the whole property, given that potential buyers do not typically acquire land (with site improvements) to develop an income stream from a lease.

PART ACQUIRED VALUATION

PART TO BE ACQUIRED

HIGHEST AND BEST USE ANALYSIS: (Use separate page, numbered accordingly, as necessary) : Please refer to the following pages.

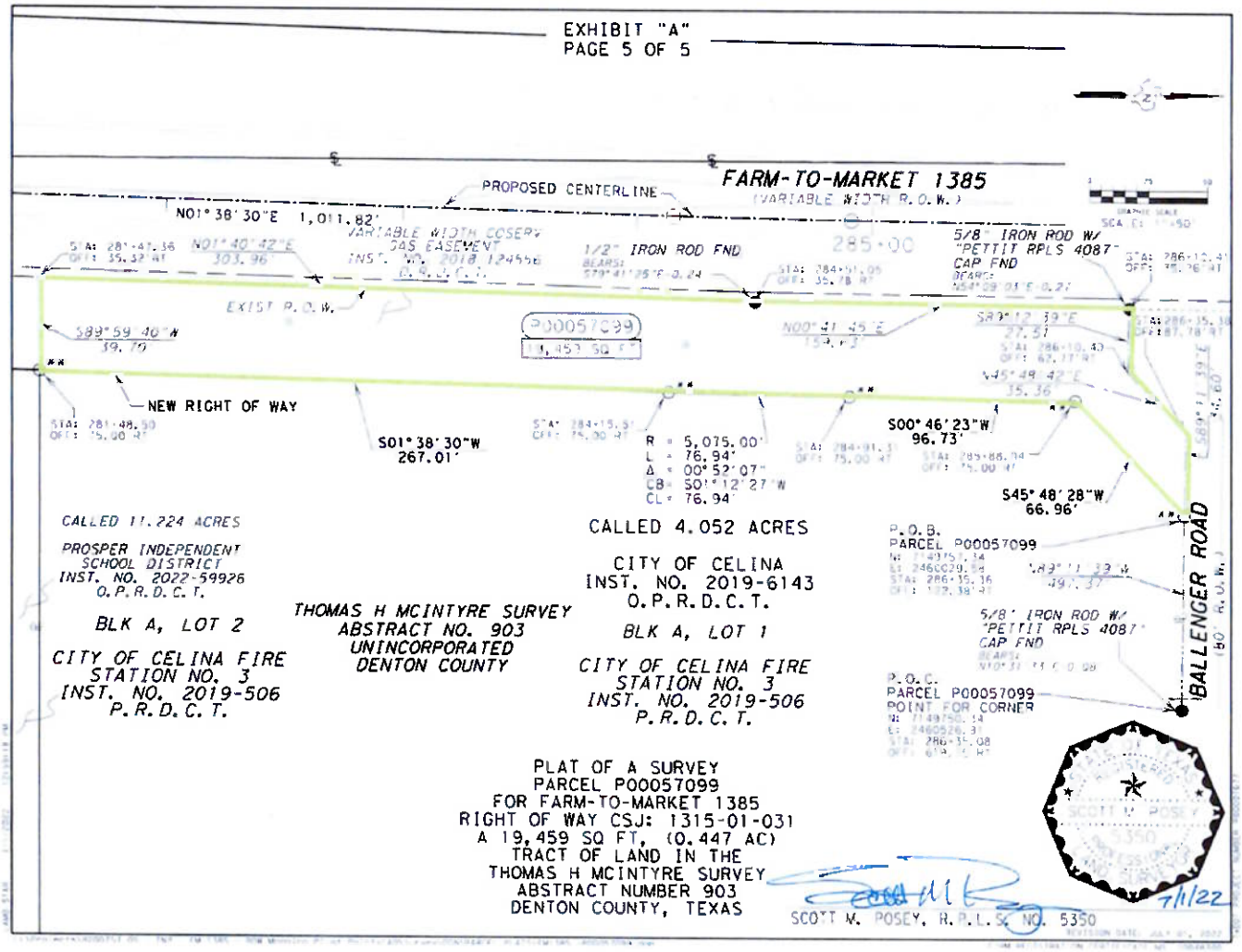
Contributory Value of Improvements (Itemized)						
Asphalt Paving	3,650 SF				$25,550	
Concrete Curbing	160 LF				$6,320	
Concrete Paving	320 SF				$8,480	
Brick Paving	270 SF				$7,128	
Irrigated Landscaping	15,219 SF				$167,409	
Total Contributory Value of Improvements						**$214,887**
Land Value						
Fee Simple	19,459 SF	X	$11.00 /SF	=	$214,049	
Total Land Value						$214,049
Total Value						**$428,936**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)						
None					$0	
Total Contributory Value of Improvements						**$0**
Land Value						
Fee Simple	157,046 SF	X	$11.00 /SF	=	$1,727,506	
Total Land Value						**$1,727,506**
Total Value						**$1,727,506**

DESCRIPTION & HIGHEST & BEST USE

The part acquired consists of Parcel P00057099, which includes a fee simple tract of land containing 19,459 SF (0.447 acre). The acquisition is generally narrow and irregular in shape and is comprised of the western portion of the tract along the east side of FM 1385 and the south side of Ballenger Road. The acquisition has 463.59 feet of frontage along FM 1385, and 97.47 feet of frontage along Ballenger Road. The depth along the southern boundary is 39.70 feet and 97.47 feet along the northern boundary. The subject is improved with a City of Celina fire station (Celina Fire Station No. 3). The building improvements are far removed from the acquisition area and are not analyzed herein. The only improvements considered in this analysis are affected site improvements located within the acquisition area which consist of asphalt, concrete, and brick paving, concrete curbing, and irrigated landscaping. There is a variety of native vegetation scattered throughout the property. As the comparable sales utilized feature similar levels of native vegetation, any native trees and plants in the acquisition are considered inherent in the land value. A property survey of the Parcel P00057099 acquisition is presented below, with the acquisition area outlined in green.



PART ACQUIRED
PART ACQUIRED
SUBJECT
NEW ROW BOUNDARY

CONCLUSION

Given the shape and configuration of the Parcel P00057099 acquisition, it would not stand alone as a separate economic unit. Therefore, the highest and best use of the part to be acquired is for use in conjunction with the whole property. Thus the value of the acquisition is based on a pro-rata share of the whole property. Please refer to Page SCA-3.3 for the analysis of the land value and Page CA-3.13 for the contributory value of the site improvements.

VALUATION OF THE REMAINDER BEFORE THE ACQUISITION

The value of the remainder before the acquisition is a mathematical computation where the value of the acquisition is subtracted from the value of the whole property. The resultant value is the remainder immediately before the acquisition, as set forth in the following table, and is compared to the value of the remainder after the acquisition to determine potential damages or enhancements to the remainder.

VALUE OF THE REMAINDER BEFORE THE ACQUISITION	
Value of Whole Property	$2,156,442
Less: Value of Part to be Acquired	($428,936)
Value of Remainder Before Acquisition	$1,727,506

REMAINDER AFTER ACQUISITION VALUATION

Form ROW-A-5
(Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS: The highest and best use analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. Use separate page, numbered accordingly, as necessary.) Please refer to the following pages.

VALUATION APPROACHES
Insert value estimate, then describe, analyze, and support each approach as required.

Sales Comparison Approach (land value)	$	1,727,506
Cost Approach	$	N/A
Sales Comparison Approach (as improved)	$	N/A
Income Approach	$	N/A

RECONCILIATION OF APPROACHES TO VALUE: The Sales Comparison Approach, land only, is the only applicable method in the valuation of the remainder property. Based on the analyses and valuation conclusions of the remainder property, the market value opinion of the subject is detailed below:

Contributory Value of Improvements (Itemized)						
None					$0	
Total Contributory Value of Improvements						**$0**
Land Value						
Fee Simple	157,046 SF	X	$11.00 /SF	=	$1,727,506	
Total Land Value						**$1,727,506**
Reconciled Final Value						**$1,727,506**

Each approach developed follows this page and is sequenced as shown below.

Land Value	Cost Approach	Sales Comparison Approach	Income Approach
Page SCA - 5.5	Page CA - 5.7	Page SCA - 5.8	Page IA - 5.9

SITE DESCRIPTION – REMAINDER AFTER THE ACQUISITION

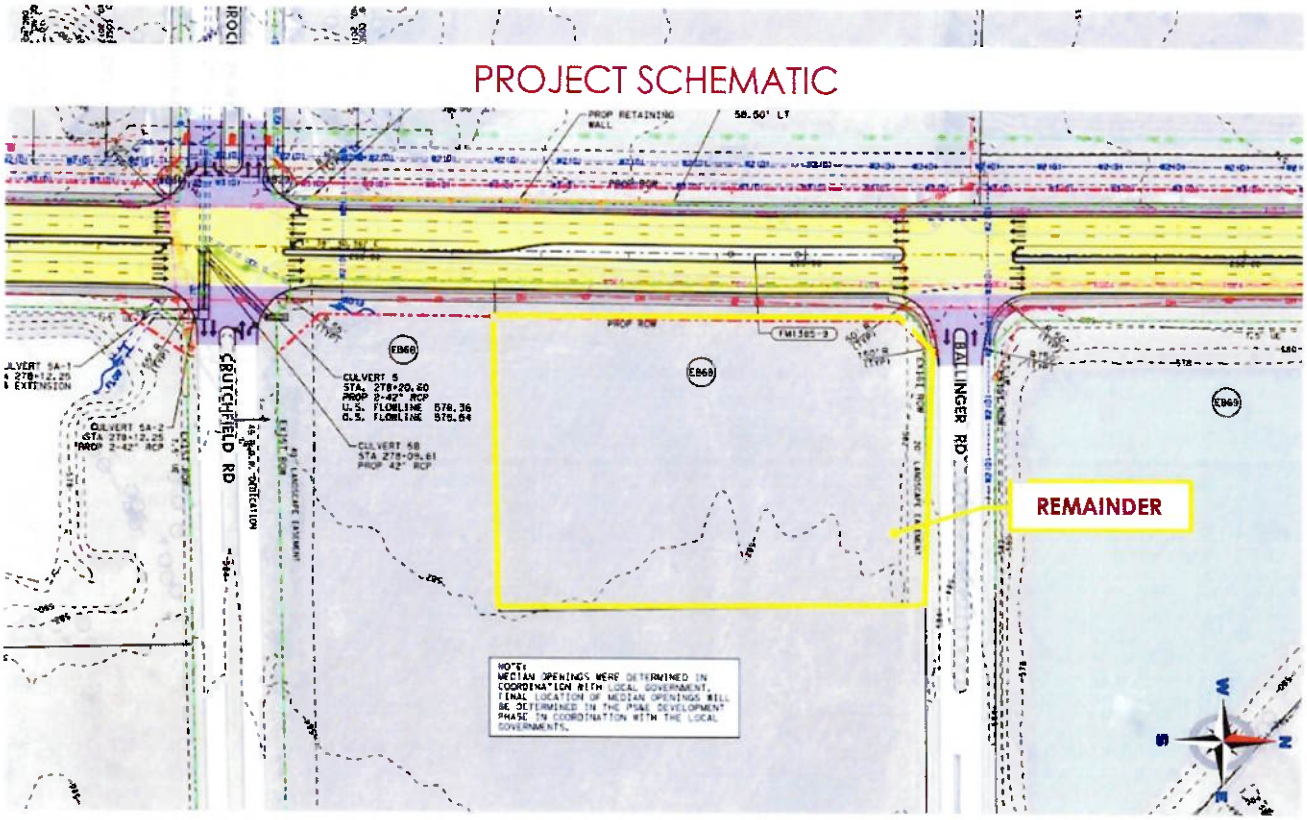
The valuation of the remainder after the acquisition takes into consideration any severance damage accruing to the remainder as a result of the condemnation. Per state law, excluded from consideration are any remainder damages resulting from "...diversion of traffic, inconvenience of access, impaired visibility, and temporary construction inconvenience." It was further advised that "...injuries to a remainder that may result from factors other than the 'effect of the acquisition' and 'the use to which the part taken is to be put' or injuries resulting from activities occurring away from the subject on lands either already owned by the State or acquired from others are non-compensable." Additionally, "...matters that occur as a consequence of a change in the highway to a controlled access highway are 'shared by the entire area through which it runs.'...and these are non-recoverable community damages."

PHYSICAL CHARACTERISTICS

The intended use of the acquisition will be in conjunction with the expansion project of FM 1385 from US 380 to FM 455 in Denton County. *"The FM 1385 reconstruction project includes widening FM 1385 to a four-lane divided roadway, with a realignment of the central portion of FM 1385 at Mustang Road to directly connect FM 1385 to the north and south without requiring vehicles to travel along the Mustang Road portion of the existing FM 1385. A realignment of the southern portion of FM 1385 at Gee Road/Fishtrap Road would flatten out the existing "S" curve at Gee Road/Fishtrap Road and improve mobility along FM 423 at the intersection with FM 1385. The proposed project involves the full reconstruction of the existing two-lane rural roadway to a four-lane urban roadway (ultimately six lanes) with turn lanes."* – *Source: txdot.gov* The overall purpose of the project is to provide the traveling public a good, traversable, and safe public roadway.

As indicated above, any inconvenience of access, diversion of traffic or changes in the configuration of traffic is shared by the public and have been deemed non-compensable by state law (see State v. Schmidt, 867 S.W. 2d 769, 781 [Tex. 1993]).

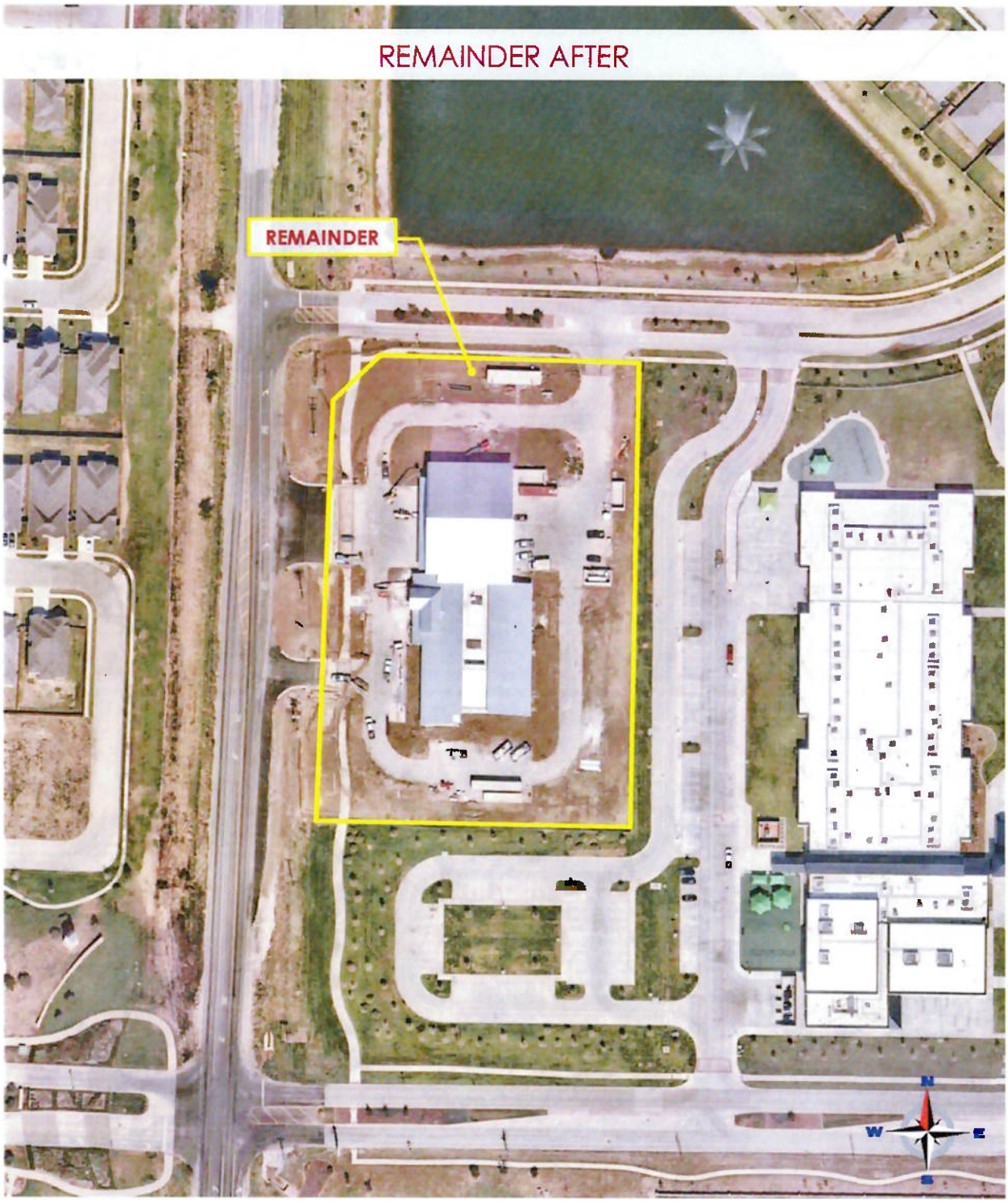
PROJECT SCHEMATIC



The remainder after will maintain similar frontage along both FM 1385 with access similarly available from FM 1385 and Ballenger Road. The prooosed acquisition does not impact the functional utility of the site, and there is no denial of access indicated.

Overall, the physical characteristics of the site result in functional utility suitable for a variety of uses. No permanent damages to the remainder result from the proposed acquisition. Given the size, shape, and frontage, the remainder property generally resembles the whole property before the acquisition, thus, the reader is referred to the whole property section of the report for a site description. An aerial depiction of the remainder property is presented on the following page.

REMAINDER AFTER



HIGHEST & BEST USE

After the acquisition, the remainder property exhibits physical and legal characteristics which are similar to the whole property, before the acquisition. Overall, the functional utility of the remainder property supports a variety of possible uses and resembles that of the whole property.

There is no impact to the functional utility of the remainder property; thus, no permanent damages are recognized after the acquisition. We conclude that the highest and best use of the remainder after the acquisition is the same as that use before the acquisition, for commercial development.

AS IMPROVED

The remainder property is improved with a City of Celina fire station (Celina Fire Station No. 3). The building improvements are far removed from the acquisition area and are not analyzed herein.

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Land: ☒ Improved: ☐

LAND VALUATION GRID Representative Comparable Set

Comparable Number	Subject	1	2	3	4	5
Grantor		Robert Perry Hooper	Bobbie Elizabeth Arrington	Mario and Juanita Zarate; and Juan Manuel Zarate	Whatadeal Homes, LLC	Mage Partners, LLC
Grantee		ABHIJAY LLC	AubreyUS377, LLC	MRM Liberty Investments, LLC	PRODEN8 Goup, LLC	Legacy 1385, LLC
Date of Sale		2/17/2023	1/26/2023	9/16/2022	9/2/2022	7/6/2021
Relative Location	4400 FM 1385, Celina, Texas 75009	SEC of Smiley Road and Old Dairy Farm Road, Prosper, Texas	4398 U.S. Highway 377, Aubrey, Texas	15700 Old Dairy Farm Road, Prosper, Texas	10248 Liberty Road, Aubrey, Texas	4616 FM 1385, Aubrey, Texas
Sale Price		$1,250,000	$975,000	$875,000	$2,650,000	$2,439,360
Size (AC)	3.605	5.002	3.320	4.000	8.990	8.000
Size (SF)	157,046	217,867	144,619	174,238	391,604	348,480
Unit Price	**$/SF**	**$5.74**	**$6.74**	**$5.02**	**$6.77**	**$7.00**
Property Rights Conveyed						
Financing Terms						
Conditions of Sale						
Market Conditions		10%	11%	14%	14%	26%
Adjusted $/SF		**$6.31**	**$7.48**	**$5.72**	**$7.71**	**$8.82**
Location	Denton County	10%	10%	10%	5%	
Size	3.605				10%	10%
Frontage/Access	FM 1385 / Ballenger Road	5%	5%	10%	10%	10%
Utilities	All Available	5%		5%		10%
Physical Features	Average					
Net Adjustments		20%	15%	25%	25%	30%
Indicated Unit Value	**$11.00**	**$7.57**	**$8.61**	**$7.16**	**$9.64**	**$11.47**

Indicated Value via Sales Comparison Approach.....$1,727,506

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page, numbered accordingly, as necessary.): Please refer to the following pages.

Please note that mathematical calculations in the above adjustment grid were developed in Excel software and some minor rounding, typically $0.01 may occur to some adjusted values.

SUMMARY OF ADJUSTMENTS

The land sales presented for analysis of the whole property land would be applicable to the remainder property land. Additionally, the adjustments for the whole property land are similar to the remainder property land. For a recompilation of information, reference is made to the sale data sheets and summary of adjustments presented in the valuation of the whole property.

CONCLUSION

Consideration was given to each of the sales, which together provide a range of activity for recent development in the market.

The following table presents the land value conclusion for the remainder:

REMAINDER LAND VALUE CONCLUSION

$/SF		Subject Size (SF)	Total
$11.00	x	157,046	$1,727,506
Concluded Value			$1,727,506

COST APPROACH

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**No. of Units**	**$ per SF / Unit**	**Cost New**	**Depreciation**	**Value**
			$ -	$ -	$ -
Contributory Value of the Building(s)					**$ -**
Accessory Improvements					
			$ -	$ -	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Contributory Value of the Site Improvements					**$ -**
Land					
Fee Simple:		$ -	$ -		
Estimated Value by Cost Approach					**N/A**

Indicated Value by Cost Approach ..... **N/A**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use separate page, numbered accordingly, as necessary.):

The Cost Approach is not applicable for the valuation of the remainder property in this analysis, given that there are no improvements to analyze in the Remainder scenario.

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Land: ☐ Improved: ☒

SALES COMPARISON APPROACH GRID Representative Comparable Set

Comparable Number	Subject	1	2	3	4
Grantor					
Grantee					
Date of Sale					
Year Built					
Relative Location					
GLA (SF)					
Actual Sale Price					
Adjusted Sale Price					
Adj. Price Per Unit					
Property Rights Conveyed					
Financing Terms					
Market Conditions (Time)					
Adjusted $/SF					
Location					
Size					
Age / Condition					
Quality of Construction					
Net Adjustments					
Indicated Unit Value					
Estimated Value by Sales Comparison Approach					**N/A**

Indicated Value by Sales Comparison Approach.....N/A

Explanation of Adjustments with Reconciliation (Attach Comparable Data Supplement and Map; use separate page, numbered accordingly, as necessary.)

The Sales Comparison Approach - Improved is not applicable for the valuation of the remainder property, given that there is no definable market for land sales with similar site improvements.

INCOME APPROACH

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Income			**$ / SF / Yr**	**Total**
Potential Rental Income				
Vacancy				
Net Rental Income				
Other Income				
Expense Reimbursements				
Effective Gross Income				
Expenses				
Fixed	Real Estate Taxes			
	Property Insurance			
Variable	Common Area Maintenance			
	Management Fee			
	Reserves for Replacement			
Total Expenses				
Net Operating Income				
Income Capitalized @				
Plus: Value of Excess Land (if any)				
Indicated Stabilized Value				
Deferred Maintenance				
Estimated Value by Income Approach				**N/A**

Indicated Value by Income Approach..... N/A

Furnish supporting information/data, justification of gross income estimates, expenses, method of capitalization and capitalization rate (*Attach Comparable Rental Data Supplement and Map.* Use separate page, numbered accordingly, as necessary.):

The Income Approach was not applicable for the valuation of the remainder property, given that potential buyers do not typically acquire land (with site improvements) to develop an income stream from a lease.

COMPENSATION SUMMARY

EXPLANATION OF DAMAGES (if any): None, once the cost to cure items are addressed.

WHOLE PROPERTY:		
The market value of the whole property is:	$2,156,442	
PART TO BE ACQUIRED:		
Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is:		$428,936
REMAINING PROPERTY:		
The value of the remainder immediately before the taking is:	$1,727,506	
Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is:	$1,727,506	
NET DAMAGES OR ENHANCEMENTS, if any:		$0
ACCESS:		
The lack of any access deny or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of:		$0
COST TO CURE:		$5,980
TOTAL COMPENSATION:		**$434,916**

COST TO CURE

In order for the property to function as optimally as before the acquisition in the remainder condition, it is necessary to reinstall the site improvements impacted by the acquisition. However, given the location of the new right-of-way line, there is insufficient space to restore the impacted asphalt paving, concrete curbing, brick paving, and irrigated sod. There is however a small area on the northwest remainder corner where the concrete paving is able to be replaced to reconnect the sidewalks. Additionally, a cost to cure to cut/cap and restore the impacted irrigation lines is included within the table below. The cost to reconnect the irrigation lines is provided by a cost estimate from local contractors.

Entrepreneurial incentive is added to the hard costs which accounts for the supervision, administration, and management of the cost to cure. A reasonable estimate of these charges is 15% of the hard costs. A 5% contingency cost is added to the cost to cure subtotal to reflect contractor price changes and/or overruns. The calculation of the cost to cure is displayed as follows:

COST TO CURE

Improvement	# Units	Cost/Unit	Supervn, Admin & Mgmt	Total Cost	Incl. in Part Acquired		Total
Concrete Paving	350 SF	$26.50	15%	$10,666	-$8,480	=	$2,186
Irrigation Reconnection	1	$2,700	15%	$3,105	$0	=	$3,105
Subtotal							$5,291
Contingency	5%			$13,771			$689
Total Cost to Cure							$5,980

ASSUMPTIONS & LIMITING CONDITIONS

"Report" signifies the appraisal or consulting report and its conclusions, to which these Assumptions and Limiting Conditions are annexed.

"Property" signifies the subject of the Report.

"LPA" means Lowery Property Advisors, LLC, or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of LPA who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- Unless otherwise specifically noted in the body of the report, it is assumed that the title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. LPA is not aware of any title defects nor has it been advised of any representations relative to the condition of the title. LPA has not reviewed any documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of the title. Insurance against financial loss resulting in claims that may arise out of defects in the subject's title should be sought from a reputable title company which specializes in real property.

- Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. LPA has no knowledge of the existence of such materials on or in the property. LPA, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would constitute a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. LPA has inspected as thoroughly as possible by observation. However, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specially considered in the appraisal.

- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

- Responsible ownership and competent property management are assumed.

- The information furnished by others is believed to be reliable. However, LPA gives no warranty for its accuracy.

- LPA assumes that all engineering is correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

- If provided, the estimated insurable value is included at the request of the client and has not been performed by a qualified insurance agent or risk management underwriter. The cost estimate should not be solely relied upon for insurable value purposes. The appraisers are not familiar with the definition of insurable value from the actual insurance provider, the local government underwriting regulations, or the types of insurance coverage available. LPA has followed traditional appraisal standards to develop a reasonable calculation based upon industry practices and industry accepted publications such as the Marshall Valuation Service handbook. Actual construction costs can vary greatly from this estimate. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The appraisers are not cost experts in cost estimating for insurance purposes.

- LPA assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

- It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

- All applicable zoning and use regulations and restrictions are assumed to have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

- Required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization are assumed to have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- The utilization of the land and improvements is assumed to be within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- All information, comments and conclusions pertaining to subject and other properties described represent the opinion of the appraiser formed after a personal examination of each.

- The appraiser has no interest, present or prospective, in the subject property.
- Sketches in this report are included to assist the reader in visualizing the property.
- LPA assumes that there are no hidden or unapparent conditions of the appraised property, which would render it more or less valuable. Furthermore, the appraiser assume that there are no potentially harmful asbestos or other materials and/or site contaminants in, on, or near soil, subsoil, or structure of the appraised property and that there has been no disposal, discharge, leakage, or spillage of pollutants or contaminant which would render it more or less valuable, whether or not these materials or contaminants are apparent or hidden and unapparent.
- No responsibility is assumed by the appraisers for these conditions. In addition, no responsibility is assumed by LPA for the cost of engineering and/or laboratory studies which might be required to discover such materials or contaminants. And no such engineering or laboratory studies have been ordered for the appraised property.
- Disclosure by the appraiser of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of The Appraisal Institute.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication, unless prior arrangements have been made.
- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.
- This appraisal was made in accordance with the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and the Appraisal Institute.
- Acceptance of and/or use of this report constitutes acceptance of all assumptions and limiting conditions stipulated.
- The Americans with Disabilities Act ("ADA") became effective January 26, 1992. LPA has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
- Unless otherwise noted in the body of the report, it is assumed that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated, it is also assumed that there are no air or development rights of value that may be transferred.
- By use of this Report, each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

CERTIFICATION

We certify to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the State of Texas.
- Robert W. Snider, MAI, SR/WA, R/W-AC made a personal inspection of the property that is the subject of this report.
- Dakota Bazar (State Certification #: TX1381375-G) provided significant real property appraisal assistance to the person signing this report, which included analyzing subject property data, researching market data, and report writing under the direct supervision of Robert W. Snider, MAI, SR/WA, R/W-AC.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- As of the date of this report, Robert W. Snider, MAI, SR/WA, R/W-AC has completed the continuing education program for Designated Members of the Appraisal Institute. Moreover, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- We **have not** provided any services, as an appraiser or in any other capacity regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Robert W. Snider

ROBERT W. SNIDER, MAI, SR/WA, R/W-AC
Certificate No. TX1334889-G

ADDENDUM

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

BEING a 19,459 square foot (0.447-acre) tract of land out of the Thomas H McIntyre Survey, Abstract No. 903, located in an Unincorporated area of Denton County and being part of Block A, Lot 1, City of Celina Fire Station No. 3, an addition to the County of Denton, recorded in Instrument No. 2019-506, Plat Records, Denton County, Texas (P.R.D.C.T.) and being part of that called 4.052-acre tract of land described in Deed to the City of Celina, as recorded in Instrument No. 2019-6143, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING in the northerly line of Block A, Lot 2, of said City of Celina Fire Station No. 3 plat, an addition to the County of Denton, called 11.224-acre of land described in Deed to Prosper Independent School District, as recorded in Instrument No. 2022-59926 O.P.R.D.C.T., same being the south line of a 80 foot right-of-way (ROW) for Ballenger Road, also being at a point of curvature for the ROW to the east, from which a 5/8-inch iron rod with a "PETTIT RPLS 4087" cap found bears North 10 degrees 31 minutes 33 seconds East, a distance of 0.08 feet;

THENCE North 89 degrees 11 minutes 39 seconds West along the north line of said City of Celina tracts, same being the common south line of a ROW line of Ballenger Road, a distance of 497.37 feet to a 5/8-inch iron rod with pink cap stamped "TEXAS SURVEY MARKER RIGHT OF WAY MONUMENT" (hereinafter referred to as "with pink ROW cap") set in the new east ROW line of Farm-to-Market 1385 (FM 1385) (a variable width ROW) being the **POINT OF BEGINNING** at Station 286+35.36 122.38 feet right, having a Texas Coordinate System, North American Datum of 1983 (NAD83) 2011 Adjustment (2011), North Central Zone (4202) surface coordinate of North 7,149,757.34, East 2,460,029.58;

THENCE over and across said 4.052-acre City of Celina tract and along the new east ROW line of FM 1385 as follows:

1. South 45 degrees 48 minutes 28 seconds West, a distance of 66.96 feet to a 5/8-inch iron rod with pink ROW cap set;

2. South 00 degree 46 minutes 23 seconds West, a distance of 96.73 feet to a 5/8-inch iron rod with pink ROW cap set at a point of curvature to the right with a radius distance of 5,075.00 feet;

3. Along said curve to the right with a delta of 00 degrees 52 minutes 07 seconds, an arc length of 76.94 feet, a chord bearing of South 01 degree 12 minutes 27 seconds West, and a chord length of 76.94 feet to a 5/8-inch iron rod with pink ROW cap set;

4. South 01 degree 38 minutes 30 seconds West, a distance of 267.01 feet to a 5/8-inch iron rod with pink ROW cap set;

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

5. **THENCE** South 89 degrees 59 minutes 40 seconds West, departing the said new east ROW line of FM 1385, along the south line of said 4.052-acre City of Celina tract and a common northerly line of said 11.224-acre Prosper Independent School District tract, a distance of 39.70 feet to the existing ROW line of FM 1385;

THENCE along the westerly line of said 4.052-acre City of Celina tract and the common easterly existing ROW line of FM 1385 as follows:

6. North 01 degree 40 minutes 42 seconds East, a distance of 303.96 feet, from which an 1/2-inch iron rod found bears South 79 degrees 41 minutes 25 seconds East, a distance of 0.24 feet;

7. North 00 degrees 41 minutes 45 seconds East, a distance of 159.63 feet to the westernmost northwest corner of said 4.052-acre City of Celina tract, same being south ROW line of Ballenger Road (80 foot ROW), from which a 5/8-inch iron rod with a "PETTIT RPLS 4087" cap found bears North 54 degrees 09 minutes 03 seconds East, a distance of 0.27 feet;

THENCE along the northerly line of said 4.052-acre City of Celina tract and the common south existing ROW line of Ballenger Road as follows:

8. South 89 degrees 12 minutes 39 seconds East, a distance of 27.51 feet;

9. North 45 degrees 48 minutes 42 seconds East, a distance of 35.36 feet;

10. South 89 degrees 11 minutes 39 seconds East, a distance of 34.60 feet to the **POINT OF BEGINNING** and containing 19,459 square feet (0.447-acre) of land, more or less.

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

A plat of same survey date herewith accompanies this Property description.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project, under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

All bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone and are based on the North American Datum of 1983, 2011 Adjustment and were derived from the TxDOT Real Time Network utilizing Virtual Reference Station methodologies.

All distances and coordinates shown hereon are surface values and may be converted to grid values by multiplying the surface values by a Combined Scale Factor of 0.999849392686, or by dividing those surface values by a Surface Adjustment Factor of 1.00015063.

The Station and Offset information herein refers to roadway centerline as shown by TxDOT Right of way Mapping project, Control Section Job No. 1315-01-030.

Remainder calculated areas are based on deeds, boundary determination, and/or found monumentation.

I, Scott M. Posey, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the land description and plat represent an actual survey made on the ground under my direction or supervision.

Scott M. Posey
Texas Registration No. 5350

Lamb-Star Engineering, L.L.C.
5700 W. Plano Parkway, Suite 1000
Plano, Texas 75093
PH. (214) 440-3600
Firm Registration Certificate No. 10048300

7/1/22

EXHIBIT "A"
PAGE 4 OF 5

NOTES

- A DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.
- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AND WERE DERIVED FROM THE TXDOT REAL TIME NETWORK UTILIZING VIRTUAL REFERENCE STATION METHODOLOGIES.
- ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID VALUES BY MULTIPLYING THE SURFACE VALUES BY A COMBINED SCALE FACTOR OF 0.999849392686, OR BY DIVIDING THOSE SURFACE VALUES BY A SURFACE ADJUSTMENT FACTOR OF 1.00015063.
- THE STATION AND OFF INFORMATION HEREIN REFERS TO THE BASELINE AS SHOWN BY TxDOT PROJECT SCHEMATIC RECEIVED 01-13-2021, PROJECT CONTROL SECTION JOB NO. 1315-01-030.
- PROJECT CONTROL ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
- ABSTRACTING DATES: APRIL 2021 TO OCTOBER 2021
- FIELD SURVEYS COMPLETE: MONTH 2021 TO MONTH 2021
- NO RIGHT OF ENTRY WAS GRANTED AT THE TIME OF SURVEY, UNABLE TO SET MONUMENTATION OR PERFORM A BACK CORNER MONUMENT SEARCH.

LEGEND

EXISTING RIGHT OF WAY LINE
NEW RIGHT OF WAY LINE
EASEMENT LINE
TxDOT ACQUISITION LINE
PROPERTY LINE
APPROXIMATE SURVEY LINE
APPROXIMATE CITY LIMITS
PLAT BOUNDARY LIN

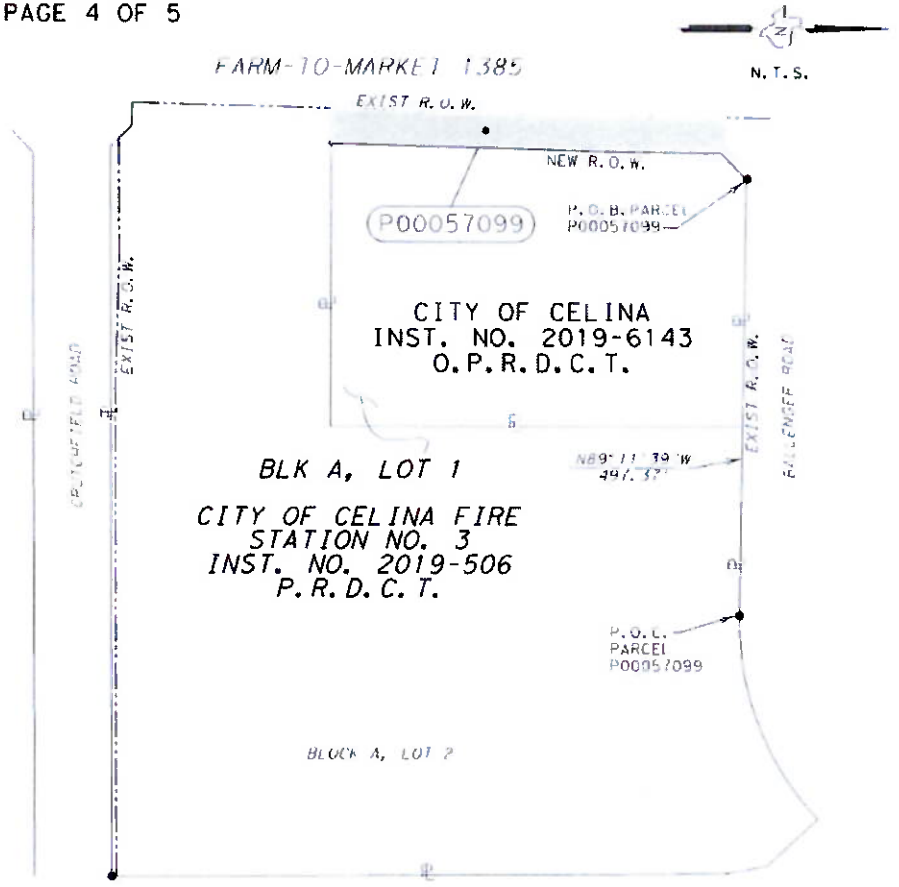
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT OF WAY
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

○ = 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET FOR RIGHT-OF WAY (UNLESS OTHERWISE INDICATED)

☒ = 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET FOR EASEMENT (UNLESS OTHERWISE INDICATED)

● = EXISTING MONUMENT FOUND

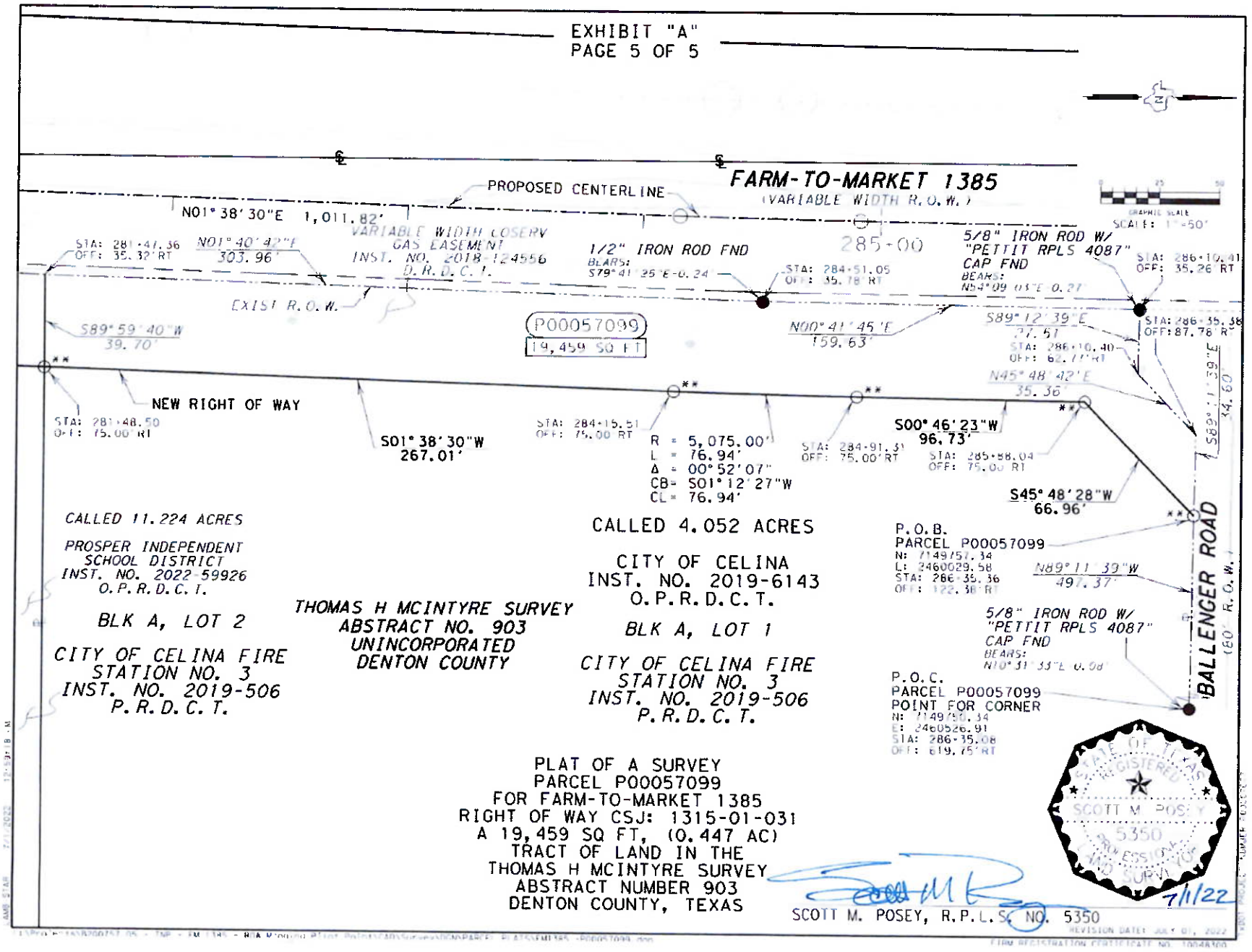
X X = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PLAT OF A SURVEY
PARCEL P00057099
FOR FARM-TO-MARKET 1385
RIGHT OF WAY CSJ: 1315-01-031
A 19,459 SQ FT, (0.447 AC)
TRACT OF LAND IN THE
THOMAS H MCINTYRE SURVEY
ABSTRACT NUMBER 903
DENTON COUNTY, TEXAS

AREA TABLE (ACRES)			
		REMAINDER (CALCULATED)	
EXISTING	ACQUISITION	LEFT	RIGHT
4.052	19,459 SQ FT 0.447 ACRES	N/A	3.605

REMAINDER CALCULATED AREAS ARE BASED ON DEEDS, BOUNDARY DETERMINATION , AND/OR FOUND MONUMENTATION.



PLAT OF A SURVEY
PARCEL P00057099
FOR FARM-TO-MARKET 1385
RIGHT OF WAY CSJ: 1315-01-031
A 19,459 SQ FT, (0.447 AC)
TRACT OF LAND IN THE
THOMAS H MCINTYRE SURVEY
ABSTRACT NUMBER 903
DENTON COUNTY, TEXAS

REVISION DATE: JULY 01, 2022
FIRM REGISTRATION CERTIFICATE NO. 10064300

Parcel # P0057099

CSJ: 1315 01-031

SCHEDULE A

Effective Date: August 12, 2022 at 8:00 AM
Commitment No.: 9000142200589

GF No.: FTDAL-14-9000142200589-DS
Issued: August 22, 2022 at 8:00 AM

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)

   Policy Amount: TBD
   PROPOSED INSURED: STATE OF TEXAS

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

   Policy Amount:
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER

   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

   Prosper Independent School District

4. Legal description of land:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

AFTER RECORDING RETURN TO:
CITY OF CELINA

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF COLLIN §

THAT **CADG SUTTON FIELDS II, LLC,** a Texas limited liability company ("**Grantor**") DEDICATES, GIFTS and CONVEYS, with full intention, the property herein described, unto **CITY OF CELINA, TEXAS**, a Texas Home-Rule municipality ("**Grantee**") as a dedication of real property in fee simple. Grantor retains no reversionary right or interest in and to the property. Grantor hereby DEDICATES, GRANTS AND CONVEYS unto Grantee all of Grantor's right, title and interest in and to that certain tracts and lots of real property located in Collin County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon, and all rights, benefits, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances relating thereto (collectively referred to as the "**Property**").

Upon the Effective Date of this Deed, Grantee agrees that, if required by law to do so, Grantee will timely advise the applicable taxing authority of the change in ownership of the Property to Grantee.

This conveyance is made and accepted subject to (a) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (b) all matters affecting the Property and filed of record in the real property records of Collin County, Texas (hereinafter collectively referred to as the "**Permitted Exceptions**").

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT TO THE ABOVE EXPRESSED PROVISIONS OF THIS DEED, GRANTEE IS ACCEPTING THE PROPERTY IN AN "AS IS," "WHERE IS," CONDITION "WITH ALL FAULTS," SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, FROM OR ON BEHALF OF THE GRANTOR, CONCERNING THE PROPERTY OR THIS DEED.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereof in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular such premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

LPA

October 21, 2023

City of Celina
142 N Ohio Street
Celina, TX 75009-6201

RE: Parcel #: P00057099
4400 FM 1385, Celina, TX 75009
Project: FM 1385 Project

To Whom It May Concern:

The Texas Department of Transportation (TxDOT) has requested for me to appraise the above referenced property. My firm, Lowery Property Advisors (LPA), is an independent real estate appraisal firm with local offices in Fort Worth, Texas. The purpose of the appraisal is to develop an opinion of compensation related to the acquisition of Parcel P00057099 as it relates to the proposed right-of-way expansion of FM 1385 in Denton County. Please find the attached field notes description and survey of the proposed acquisition for your reference.

We would like to offer you the opportunity to accompany us on a site visit to your property; however, you are not required to be present during the visit. If you would prefer not/cannot accompany us during the visit, please indicate whether you allow us to conduct the site visit unaccompanied and provide any instructions you would like us to follow (if necessary). **Please fill out the attached Property Owner Information sheet and email back to wsnider@lowerypa.com.** This will allow us to better understand your property and allow for further communication during the appraisal process. You may reach me at (817) 928-5289 or email at wsnider@lowerypa.com.

Thank you for your assistance in this matter.

Sincerely,

Maria Cano, MAI, AI-GRS, SR/WA
Senior Managing Director

Robert A. Snider, MAI, SR/WA, R/W-AC
Director

LPA

PROPERTY OWNER INFORMATION

Tax Records Ownership: City of Celina
142 N Ohio Street,, Celina, TX 75009-6201

Tax ID: 772283

Project: FM 1385 Project

Property Identification: Parcel #: P00057099

Are you the owner of the property as described above ? Yes [X] No [ ]

- If no, please explain.

Are there any billboards located on the property? Yes [ ] No [X]

- If yes, please provide any lease agreements associated with the billboard. If the billboard is used by the landowner to advertise an on-site business, please explain/confirm

How long has the property been owned? ~ 5 years

Is the property currently listed for sale [ ] or under contract [ ] to sell? NO

- If listed for sale, how long has the property been on the market?
- If currently listed with a broker, please provide contact information.

In order to contact you with any further questions during the appraisal process, please complete the following:

City of Celina
Printed Name

972-310-0185
Phone Number

142 N Ohio
Address

kbrawner@celina-tx.gov
E-mail

Celina, TX 75009
City, State, Zip

[X] I grant permission for the appraiser to enter the property unaccompanied, as identified above, for the purpose of completing an appraisal. Please add any special instructions below:

[ ] I will accompany the appraiser. [ ] I will have a representative accompany the appraiser.

KBrawner
Signature

12/4/23
Date

10.9

Form ROW-A-PAC
(Rev. 06/11)
Page 1 of 2

PRE-APPRAISAL CONTACT WITH PROPERTY OWNERS

1. County: Denton 2. ROW CSJ No.: 1315-01-031 3. Parcel No.: P00057099
4. District: Dallas
5. Whole Taking ☐ Partial Taking ☒ 6. Other:
7. Address of Property: 4400 FM 1385, Celina, TX 75009
8. Property Owner: City of Celina 9. Phone: 972382-2682
10. Occupant's Name: City of Celina 11. Phone:
12. Type of Improvements: Fire Station
13. Hazardous Materials: NA
14. Underground Improvements:
15. Fence Ownership (100% & Partnership Interests): 100%
16. Use of Improvements:
17. Number of Lots Under Common Usage and Location Relative to Subject: 1
18. Leases: 0
19. Liens: 0
20. Contract of Sale: NA
21. Are there any advertising signs or billboards on the property? Yes ☐ No ☒
If YES, answer questions on page 2. If NO, disregard page 2 and do not attach.
22. Describe ownership and lease terms:
23. Remarks:

Date _____ By _____

The following applies ONLY if the answer to #21 on page 1 is YES:

1. If an advertising sign is located within the right of way being acquired (including the overhead portion encroaching out over the right of way, even when the base is outside of the right of way:
   - Is the sign owned by the landowner? Yes ☐ No ☐
   - Is the sign used only to advertise a business being conducted on the property? Yes ☐ No ☐

2. If the sign is not owned by the landowner, obtain the following information and detail here:
   - By what authority or authorization is the sign allowed upon the property?
   - If authorized by written agreement, obtain a copy of such agreement (lease agreement usually). If unable to obtain a copy of a written agreement, obtain as much information as possible regarding any agreement authorizing the sign (such as whether there is in fact a written agreement, even though a copy may not be obtained from the landowner or the sign owner, how long the sign has been on the property, and when does the current agreement expire).
   - Check the sign structure for the presence of a permit number and verify with the District Sign personnel to determine if the sign at this location has a current valid sign permit.
   - If the sign is located within a municipality that is certified by TXDOT to issue its own sign permits, such verification should be made with the municipality.
   - If the parcel is only a partial acquisition, so there is a remainder, is the property owner willing to allow the sign owner to move and relocate the sign onto the remainder? Yes ☐ No ☐

ROBERT W. SNIDER, MAI, SR/WA, R/W-AC

FORT WORTH OFFICE

1200 Summit Ave #750
Fort Worth, Texas 76102

direct 817.928.5289
office 682.286.1520 x 803
wsnider@lowerypa.com

EXPERIENCE

June 2021 to Present; Director at Lowery Property Advisors, LLC

December 2016 to May 2021; Senior Vice President at JLL Valuation Advisory, LLC

January 2014 to December 2016; Integra Realty Resources DFW, LLC

Types of properties appraised include, but is not limited to, office, retail, industrial, agricultural, mixed-use developments, restaurants, hotel / motel, apartments, land and other types of special use commercial properties, partial acquisitions and eminent domain/condemnation appraisals.

EDUCATION

MS Real Estate – Texas A&M University

BS Finance – Texas A&M University

Coursework for MAI designation

Coursework for SR/WA designation

Coursework for R/W-AC designation

PROFESSIONAL ASSOCIATIONS

- Appraisal Institute – MAI Designated Member
  - Board of Directors 2019-Present, Central Texas Chapter
- International Right-of-Way Association – SR/WA, R/W-AC Designated Member
  - President 2023-Present, North Texas
  - Vice President 2022-2023, North Texas
  - Treasurer 2021-2022, North Texas
  - Secretary 2020-2021, North Texas
  - Education Chair 2019-2020, North Texas
  - Education Committee 2017-2019, North Texas
  - Young Professionals Chair 2016-2017, North Texas
- Real Estate Council of Greater Fort Worth – Full Member
  - Young Leaders Council 2015 – Present
- Society of Texas A&M Real Estate Professionals

LICENSES

Texas General Appraiser
1380713-G

New Mexico General Appr.
03619-G

TALCB

Certified General Real Estate Appraiser

Appraiser: **Robert William Snider**
License #: **TX 1380713 G** License Expires: **05/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title Certified General Real Estate Appraiser.

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov

Chelsea Buchholtz
Commissioner

DAKOTA BAZAR

EL PASO OFFICE

6006 North Mesa Street, #610
El Paso, Texas 79912

cell 915.493.2557
ofc 915.615.5831 x 602
dbazar@lowerypa.com

EXPERIENCE

November 2023 to Present; Director at Lowery Property Advisors

January 2022 to November 2023; Associate at Lowery Property Advisors, LLC.

June 2021 to December 2021; Intern at Lowery Property Advisors, LLC.

Property types appraised include: office, retail, industrial, agricultural, mixed-use developments, restaurants, apartments, land, partial acquisitions and eminent domain/condemnation appraisals, and other types of special use commercial properties.

EDUCATION

BBA – The University of Texas at El Paso – Finance

Successfully completed the following courses administered by *McKissock Appraisal Education:*

- Basic Appraisal Principles
- Basic Appraisal Procedures
- Supervisor-Trainee Course
- 15-Hour National USPAP Course
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Report Writing and Case Studies
- General Appraiser Market Analysis and Highest and Best Use
- General Appraiser Review
- Expert Witness for Commercial Appraisers

LICENSES

Texas General Appraiser
TX-1381375-G

New Mexico General Appraiser
REA-2023-0040

TALCB

Certified General Real Estate Appraiser

Appraiser: **Dakota David Bazar**
License #: **TX 1381375 G** License Expires: **10/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov

Chelsea Buchholtz
Commissioner

Form ROW-A-RA
(Rev 06/11)
Page 1 of 1

ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

County: Denton

District: Dallas

Federal Project No.: N/A

Parcel No.: P00057099

ROW CSJ No.: 1315-01-031

Highway: FM 1385

I, Prosper Independent School District and City of Celina hereby acknowledge receipt on _____ of a copy of an appraisal report prepared by Robert W. Snider, MAI, SR/WA, RW-AC dated February 29, 2024, related to the above parcel. I acknowledge that this appraisal report is subject to the copyright laws of the United States and that any republication or redisclosure is prohibited without the express written consent of the Texas Department of Transportation.

_____ _____

Signature of Owner(s) Date

_____ _____

Signature of Owner(s) Date

ARA

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

DEED

TxDOT ROW CSJ: 1315-01-031

TxDOT Parcel ID: P00057099

Grantor(s), whether one or more:
Prosper Independent School District and City of Celina

Grantor's Mailing Address (including county):
605 East 7th Street
Prosper, Collin County, Texas 75078-2545

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of FOUR HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED SIXTEEN and no/100 Dollars ($434,916.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Denton County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Denton County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: PROSPER INDEPENDENT SCHOOL DISTRICT AND CITY OF CELINA

BY: PROSPER INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

By: CITY OF CELINA

By: _____

Printed Name: _____

Title: _____

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____ by _____, _____ of Prosper Independent School District, on behalf of said entity. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____
by _____, _____
of the City of Celina, on behalf of said entity. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
Fidelity National Title Company
2006 W Campbell Road, Suite 200
Garland, TX 75044-2314

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

BEING a 19,459 square foot (0.447-acre) tract of land out of the Thomas H McIntyre Survey, Abstract No. 903, located in an Unincorporated area of Denton County and being part of Block A, Lot 1, City of Celina Fire Station No. 3, an addition to the County of Denton, recorded in Instrument No. 2019-506, Plat Records, Denton County, Texas (P.R.D.C.T.) and being part of that called 4.052-acre tract of land described in Deed to the City of Celina, as recorded in Instrument No. 2019-6143, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING in the northerly line of Block A, Lot 2, of said City of Celina Fire Station No. 3 plat, an addition to the County of Denton, called 11.224-acre of land described in Deed to Prosper Independent School District, as recorded in Instrument No. 2022-59926 O.P.R.D.C.T., same being the south line of a 80 foot right-of-way (ROW) for Ballenger Road, also being at a point of curvature for the ROW to the east, from which a 5/8-inch iron rod with a "PETTIT RPLS 4087" cap found bears North 10 degrees 31 minutes 33 seconds East, a distance of 0.08 feet;

THENCE North 89 degrees 11 minutes 39 seconds West along the north line of said City of Celina tracts, same being the common south line of a ROW line of Ballenger Road, a distance of 497.37 feet to a 5/8-inch iron rod with pink cap stamped "TEXAS SURVEY MARKER RIGHT OF WAY MONUMENT" (hereinafter referred to as "with pink ROW cap") set in the new east ROW line of Farm-to-Market 1385 (FM 1385) (a variable width ROW) being the **POINT OF BEGINNING** at Station 286+35.36 122.38 feet right, having a Texas Coordinate System, North American Datum of 1983 (NAD83) 2011 Adjustment (2011), North Central Zone (4202) surface coordinate of North 7,149,757.34, East 2,460,029.58;

THENCE over and across said 4.052-acre City of Celina tract and along the new east ROW line of FM 1385 as follows:

1. South 45 degrees 48 minutes 28 seconds West, a distance of 66.96 feet to a 5/8-inch iron rod with pink ROW cap set;

2. South 00 degree 46 minutes 23 seconds West, a distance of 96.73 feet to a 5/8-inch iron rod with pink ROW cap set at a point of curvature to the right with a radius distance of 5,075.00 feet;

3. Along said curve to the right with a delta of 00 degrees 52 minutes 07 seconds, an arc length of 76.94 feet, a chord bearing of South 01 degree 12 minutes 27 seconds West, and a chord length of 76.94 feet to a 5/8-inch iron rod with pink ROW cap set;

4. South 01 degree 38 minutes 30 seconds West, a distance of 267.01 feet to a 5/8-inch iron rod with pink ROW cap set;

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

5. **THENCE** South 89 degrees 59 minutes 40 seconds West, departing the said new east ROW line of FM 1385, along the south line of said 4.052-acre City of Celina tract and a common northerly line of said 11.224-acre Prosper Independent School District tract, a distance of 39.70 feet to the existing ROW line of FM 1385;

THENCE along the westerly line of said 4.052-acre City of Celina tract and the common easterly existing ROW line of FM 1385 as follows:

6. North 01 degree 40 minutes 42 seconds East, a distance of 303.96 feet, from which an 1/2-inch iron rod found bears South 79 degrees 41 minutes 25 seconds East, a distance of 0.24 feet;

7. North 00 degrees 41 minutes 45 seconds East, a distance of 159.63 feet to the westernmost northwest corner of said 4.052-acre City of Celina tract, same being south ROW line of Ballenger Road (80 foot ROW), from which a 5/8-inch iron rod with a "PETTIT RPLS 4087" cap found bears North 54 degrees 09 minutes 03 seconds East, a distance of 0.27 feet;

THENCE along the northerly line of said 4.052-acre City of Celina tract and the common south existing ROW line of Ballenger Road as follows:

8. South 89 degrees 12 minutes 39 seconds East, a distance of 27.51 feet;

9. North 45 degrees 48 minutes 42 seconds East, a distance of 35.36 feet;

10. South 89 degrees 11 minutes 39 seconds East, a distance of 34.60 feet to the **POINT OF BEGINNING** and containing 19,459 square feet (0.447-acre) of land, more or less.

EXHIBIT "A"

County: Denton
Highway: FM 1385
Project Limits: From US 380/University Drive to FM 455
R.O.W. CSJ: 1315-01-031
Project No. R00007677

Property Description for Parcel P00057099

A plat of same survey date herewith accompanies this Property description.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project, under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

All bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone and are based on the North American Datum of 1983, 2011 Adjustment and were derived from the TxDOT Real Time Network utilizing Virtual Reference Station methodologies.

All distances and coordinates shown hereon are surface values and may be converted to grid values by multiplying the surface values by a Combined Scale Factor of 0.999849392686, or by dividing those surface values by a Surface Adjustment Factor of 1.00015063.

The Station and Offset information herein refers to roadway centerline as shown by TxDOT Right of way Mapping project, Control Section Job No. 1315-01-030.

Remainder calculated areas are based on deeds, boundary determination, and/or found monumentation.

I, Scott M. Posey, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the land description and plat represent an actual survey made on the ground under my direction or supervision.

Scott M. Posey
Texas Registration No. 5350

Lamb-Star Engineering, L.L.C.
5700 W. Plano Parkway, Suite 1000
Plano, Texas 75093
PH. (214) 440-3600
Firm Registration Certificate No. 10048300

7/1/22

EXHIBIT "A"
PAGE 4 OF 5

NOTES

- A DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.
- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AND WERE DERIVED FROM THE TXDOT REAL TIME NETWORK UTILIZING VIRTUAL REFERENCE STATION METHODOLOGIES.
- ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID VALUES BY MULTIPLYING THE SURFACE VALUES BY A COMBINED SCALE FACTOR OF 0.999849392686, OR BY DIVIDING THOSE SURFACE VALUES BY A SURFACE ADJUSTMENT FACTOR OF 1.00015063.
- THE STATION AND OFF INFORMATION HEREIN REFERS TO THE BASELINE AS SHOWN BY TxDOT PROJECT SCHEMATIC RECEIVED 01-13-2021, PROJECT CONTROL SECTION JOB NO. 1315-01-030.
- PROJECT CONTROL ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
- ABSTRACTING DATES: APRIL 2021 TO OCTOBER 2021
- FIELD SURVEYS COMPLETE: MONTH 2021 TO MONTH 2021
- NO RIGHT OF ENTRY WAS GRANTED AT THE TIME OF SURVEY, UNABLE TO SET MONUMENTATION OR PERFORM A BACK CORNER MONUMENT SEARCH.

LEGEND

EXISTING RIGHT OF WAY LINE
NEW RIGHT OF WAY LINE
EASEMENT LINE
TxDOT ACQUISITION LINE
PROPERTY LINE
APPROXIMATE SURVEY LINE
APPROXIMATE CITY LIMITS
PLAT BOUNDARY LINE

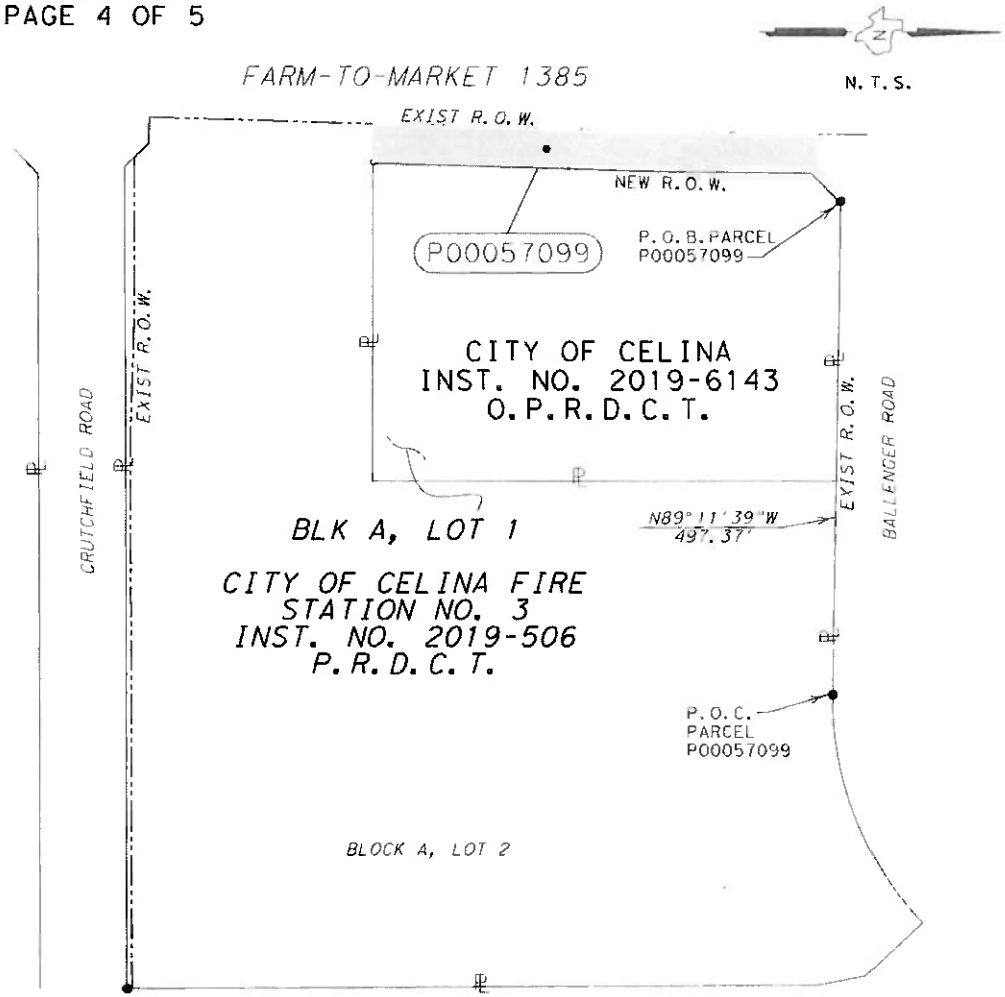
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT OF WAY
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

○ = 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET FOR RIGHT-OF-WAY (UNLESS OTHERWISE INDICATED)

☒ = 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET FOR EASEMENT (UNLESS OTHERWISE INDICATED)

● = EXISTING MONUMENT FOUND

* * = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.



PLAT OF A SURVEY
PARCEL P00057099
FOR FARM-TO-MARKET 1385
RIGHT OF WAY CSJ: 1315-01-031
A 19,459 SQ FT, (0.447 AC)
TRACT OF LAND IN THE
THOMAS H MCINTYRE SURVEY
ABSTRACT NUMBER 903
DENTON COUNTY, TEXAS

AREA TABLE (ACRES)			
		REMAINDER (CALCULATED)	
EXISTING	ACQUISITION	LEFT	RIGHT
4.052	19,459 SQ FT 0.447 ACRES	N/A	3.605

REMAINDER CALCULATED AREAS ARE BASED ON DEEDS, BOUNDARY DETERMINATION , AND/OR FOUND MONUMENTATION.

REVISION DATE: JULY 01, 2022

FIRM REGISTRATION CERTIFICATE NO. 10048300

TxDOT PROJECT NUMBER R0000'677

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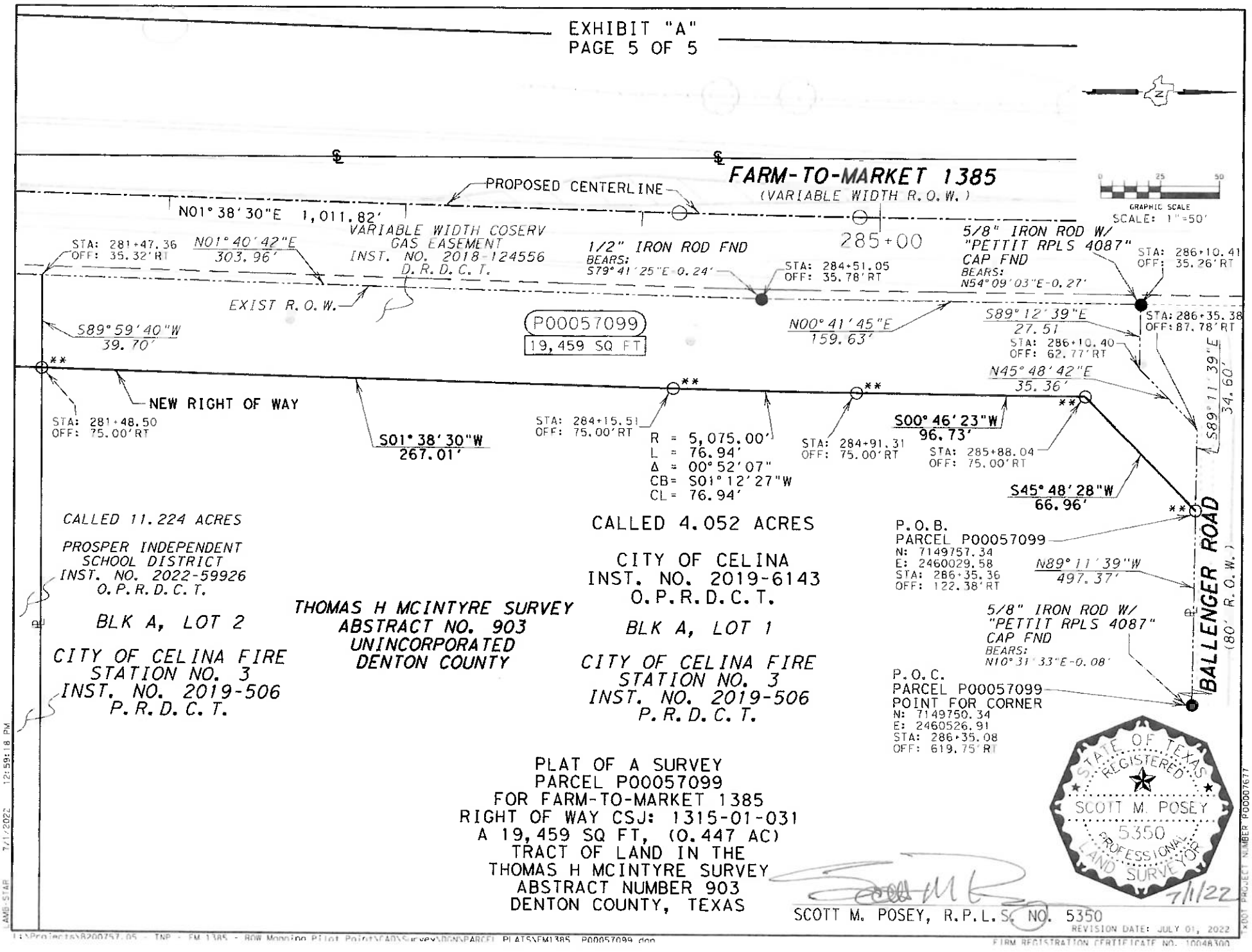

PLAT OF A SURVEY
PARCEL P00057099
FOR FARM-TO-MARKET 1385
RIGHT OF WAY CSJ: 1315-01-031
A 19,459 SQ FT, (0.447 AC)
TRACT OF LAND IN THE
THOMAS H MCINTYRE SURVEY
ABSTRACT NUMBER 903
DENTON COUNTY, TEXAS

SCOTT M. POSEY, R.P.L.S. NO. 5350

REVISION DATE: JULY 01, 2022

FIRM REGISTRATION CERTIFICATE NO. 10048300

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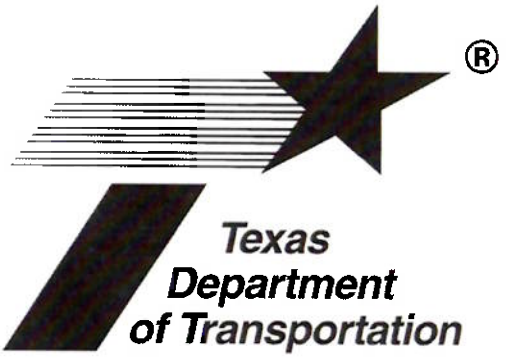
TxDOT PROJECT NUMBER P00057677

STATE PURCHASE OF RIGHT OF WAY



Right of Way Division

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INTRODUCTION

The Texas Department of Transportation is the organization that is responsible to you and millions of other Texans for planning, building and maintaining the state highway system and certain other public transportation facilities. In order to carry out these responsibilities, it is sometimes necessary for us to acquire right of way on new or existing locations. Since at least a portion of your property is required for right of way to improve the public transportation system in your community, we are providing you with this booklet to explain briefly your rights as a citizen as well as the procedure which will be followed in purchasing your property and to answer some of the questions that you probably have.

All of your questions regarding right of way matters will not likely be answered in this booklet, but perhaps the answers to a few of them will enable you to have a better understanding of the overall process. This booklet is offered for general information purposes only; it is not a document of law, rule or regulation. You will have an opportunity at a later date to discuss your individual case with a representative of our department and to ask any questions you may have. On the last page of this booklet you will find the name, telephone number and address of our representative.

This booklet applies only to those rights of way that are acquired for the state of Texas directly by the Texas Department of Transportation. Cities and counties also acquire rights of way for transportation projects.

PUBLIC NEED FOR PRIVATE PROPERTY

Perhaps the first questions that should be answered is "Why does the government have the right to acquire private property?" Our successful existence in a democracy requires the development of public services to improve our way of life. We would be handicapped greatly without lands upon which to carry out the activities of government. For example, there would be no lands for public schools, highways, public hospitals or other facilities necessary to our society. In short, a government cannot provide services to its citizens without the right to acquire land.

WHY YOUR PROPERTY IS NEEDED

More particularly, of course, you are concerned about the reasons why your property is needed. You may have attended a meeting or public hearing where the need and methods of project development were discussed. If so, you are already aware that the department uses a systematic approach to assess engineering conditions, beneficial and adverse social, economic, environmental and other effects of any project that is proposed. Projects are not selected arbitrarily. They are the result of cooperative efforts with proper local agencies, the study of alternatives and a balanced consideration of the need for safe and efficient public transportation. You may be sure that this process was followed on the particular project that involves your property.

Under our form of government, the rights of the individual are of paramount importance. Our laws guarantee these individual rights for all of us. However, our laws also recognize another principle, namely, the public good, which sometimes makes it necessary to resolve a difficult matter such as public acquisition of private property in favor of the majority for the good of all.

Every effort is made to reach a fair and equitable agreement in the purchase of all right of way needed for public transportation pur-

poses. It is hoped sincerely that when a highway project route and design have finally been determined, all citizens will agree that fair and equitable consideration has been given to the property owners involved and that the selected route is in the best interest of the general public.

CONTACT BY THE DEPARTMENT

"When will I know something definite?" This surely is one of the questions you will have. You will be contacted personally by one of our authorized representatives. However, this contact must be delayed until all preliminary requirements for highway project development have been met. In some instances, the time between that date you may have heard of a proposed project and the time you are actually contacted may seem unreasonable, but every effort is made to expedite the various planning, engineering, environmental, public hearing and approval steps so that purchase of right of way can begin at the earliest possible date.

COMPENSATION

You will, of course, want to know how much you will receive for your property. As a property owner, you have the constitutionally guaranteed right to receive just compensation for the property that will be purchased from you. Even though you have the right to receive such compensation, you may make a gift or donation of all or part of the property if you wish to do so. Where payment is to be made, the real property will be appraised to determine just compensation.

Our representative will contact you before any appraisal is made. A thorough investigation of your property will be made to determine its value in accordance with state law. You or your designated representative will be given an opportunity to accompany the appraiser who is evaluating the real estate during the inspection

of the property. Your cooperation and input will aid greatly in ensuring that nothing is overlooked which ought to be included in the appraisal of your property. All appraisals are carefully reviewed by the department to assure that proper appraisal principles and methods have been used to arrive at the value to be offered for your property.

As soon as the appraisal and appraisal review work can be completed, you will be provided a written offer in the amount of the total approved value. You will be provided a copy of the state's appraisal report and you should note that if you already have an appraisal report you are required to provide a copy of it to the state. If you decide to have a separate appraisal done, you are required to provide a copy of it to the state in accordance with the Texas Attorney General's Landowner's Bill of Rights, a copy of which will be provided to you. You will also be advised in the written offer concerning the possible option of retaining any building or other improvements located on the land needed for right of way. Where appropriate, the just compensation for the real property to be acquired and for compensable damages to remaining real property will be stated separately.

Your decision regarding the state's offer for your property needs to be made at the earliest possible time so that the completion of the acquisition process is not delayed. You can appreciate the fact that there is a definite time frame required for every aspect of the highway or transportation project that involves your property.

ADMINISTRATIVE SETTLEMENTS

An administrative settlement is any settlement which is in excess of the agency's approved value. If an agreement on the approved value cannot be reached, the owner may request an administrative settlement. The administrative settlement process is:

1) A timely written counteroffer is required and must include a property owner's signed proposal for full settlement setting forth a specific dollar amount with information to support the proposal.
2) The counteroffer will be reviewed by an evaluation team.
3) The property owner will be notified of the team's decision.
4) If an administrative settlement is not approved or if the property owner decides to reject an approved administrative settlement, a final offer letter will be issued at the original approved value.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

DONATION OF RIGHT OF WAY

The donation or gift of all or a portion of your property that is needed for right of way is an option that you have. Obviously, the state funds that are saved if property is donated can be utilized for construction and/or other highway purposes. Donations can also help to expedite the letting of construction contracts and lead to an earlier completion of the project.

In situations where remaining property will be increased greatly in value by the construction of the highway or other transportation facility, the donation of right of way may be to your advantage as a property owner by making your property more suitable for timely development. There are undoubtedly other good and valid reasons for consideration to be given to the possibility of donation or the acceptance of reduced compensation. If you elect to donate your property, an appraisal will be made unless you elect to waive this option.

DAMAGES TO REMAINING PROPERTY

If you have a question about damages, you should know that in many cases highway construction will enhance rather than damage

remaining property. When only a portion of your property is needed, you will be offered an amount for damages only if the appraisal process indicates that your remaining property will have a lesser value after the highway is constructed. The amount established for damages, if any, will be stated separately and will also be included in the total offer made to you by the department.

RELOCATION OF IMPROVEMENTS

Many property owners would like to know if their house or buildings can be moved. If the state's offer for your property is acceptable, arrangements usually can be made for you to keep your house or buildings and move them to another location. Removal of such improvements is the owner's responsibility. Since each case is different, it is best that you discuss this with our authorized representative when you are contacted.

TIME ALLOWED FOR RELOCATION

"Will I have time to look for another home?" is another question that often arises. If your home is purchased, you will be paid the full consideration. Before you are required to move you will be given adequate time to find and buy another home using the proceeds from our purchase. You are not required to move until you receive a written notice and a date to vacate. To the greatest extent practicable you will be given at least 90 days written notice of the date by which you must move. This applies not only to homes but also to all properties where a property owner relocates to a new property or moves retained buildings, fences or other improvements to remaining property.

PROPERTY ADJUSTMENT WORK

Some property owners ask "Will I have time to fence or do other work on my remaining property?" Every effort will be made to make the offer of purchase sufficiently in advance of construction to allow

time for necessary property adjustment work. Examples of property adjustment work are the building of fences along the right of way lines, the construction of new watering facilities for livestock, the removal of any buildings or other improvements which an owner desires to keep from the right of way area being purchased and their reestablishment elsewhere and the adjustment of water lines and similar facilities which are necessary to continued best use of the remaining property.

FARMING OF CROPS

If crops have been planted, the offer to purchase will usually be based on your retaining a right to harvest crops in the ground, with the understanding that after closing the transaction no new crops will be planted. An exception to this procedure is when construction is so imminent that it is not possible to allow time for the harvesting of existing crops. In that case our offer to you will include payment for the existing crops based on the value of such crops at the time of the offer.

MORTGAGES

ABOUT YOUR MORTGAGE

As is the case in the handling of any other real estate transaction, payments must be made to satisfy outstanding mortgages or liens. If only a portion of your property is being acquired, agreement must be reached with the mortgage or lien agency concerning payment requirements. If you were selling your property in a private real estate transaction and part or all of an outstanding mortgage had to be paid, many lending agencies would require a prepayment penalty. Since this sale is being made to the public, most lending agencies, including the Federal Housing Administration, waive this requirement. However, some do not, and you should investigate this matter to determine whether or not such a penalty will have to be paid.

THE VA LOAN

The Veterans Administration recognizes that the sale of your property is not of your choosing. Under these circumstances, your loan privileges may be restored and made available for coverage of another property. The veteran must initiate this action.

SMALL BUSINESS LOAN

The Small Business Administration administers funds for loans for small businesses. You may wish to contact one of their offices to determine how to qualify for a loan.

INCOME TAXES

If your property is worth more today than when you bought it, you may be wondering about paying income tax on the difference when you sell to the public. The sale of property for public purposes comes under a class which the Internal Revenue Service designates as "involuntary conversion." It may not be necessary to pay income tax or capital gains tax depending on how you reinvest your profit from the sale to the state. Any payment received for damages also may not be taxable. You are, therefore, urged to contact the Internal Revenue Service Office which serves your area or seek legal advice on these matters.

EMINENT DOMAIN PROCEEDINGS

Although a sincere and comprehensive effort is made to determine just compensation for the right of way required, including improvements and damages to any of your remaining property and the utilization of the administrative process, you may still not be satisfied and may refuse to sell. In other instances, the title to the land needed for right of way may be clouded to the extent that legal proceedings are necessary to effect transfer of clear title. In these and a few other cases, eminent domain proceedings have to be initiated by the state.

In eminent domain proceedings, the court will appoint three disinterested landowners to serve as Special Commissioners and a hearing will be held to determine the value of the property being acquired. The property owner will be notified of the time and place of the hearing. At this hearing, the Special Commissioners will listen to the evidence of value and arrive at an award that will be filed with the court. A deposit in the amount of the award may be made with the court at which time the state will be entitled to take possession of the property involved. After the deposit is made, the court must authorize withdrawal of the award. If either the property owner or the state is dissatisfied with the amount of the award, objections to the award may be filed within the time limits prescribed by law and the case subsequently tried in the same manner as other civil cases. The basic issue decided in eminent domain cases is the amount of just compensation for the property being acquired and, in the case of a partial acquisition, any damages to the value of your remaining property. For additional information on eminent domain procedures consult the Texas Attorney General's Landowner's Bill of Rights.

If any improvements are included in the property being acquired, they may not be retained by the property owner in eminent domain proceedings.

RELOCATION ASSISTANCE AND BENEFITS

In addition to payment for your property, you may be entitled to additional benefits. If you must move, you may be entitled to assistance in locating another home or business and financial assistance in the form of moving and related expenses. Such benefits, if any, are in addition to the state's offer for your property and are handled separately from the purchase of your real property. It is beyond the scope of this booklet to detail specific benefits; however, if you are eligible, your rights and benefits will be fully explained in detail. A separate relocation assistance booklet is available and you will be furnished with one if you have to move and/or your personal property has to be moved. If the needed right of way is occupied

by a home, business or any personal property, DO NOT MOVE UNTIL YOU HAVE BEEN CONTACTED BY A RELOCATION ASSISTANCE COUNSELOR AND HAVE ESTABLISHED ELIGIBILITY FOR POSSIBLE RELOCATION BENEFITS. MOVING PREMATURELY MAY RESULT IN FORFEITURE OF THESE BENEFITS.

INCIDENTAL EXPENSES

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. The Texas Department of Transportation will reimburse eligible incidental expenses upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request review of a claim; however, it must be filed with the department's district office for your area within three months after you are notified of the department's determination on any claim for reimbursement.

YOUR CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, it is the policy of the department to ensure that no person in the United States of America shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment. 42 U.S.C. §2000d-3), color, national origin, sex, age, retaliation or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

If you believe you have been discriminated against or your rights have been violated under any program or activity of the department, you may file a Title VI Discrimination Complaint.

The Title VI Discrimination Complaint Form can be obtained by:

- Visiting TxDOT's website at http://www.txdot.gov and entering keywords "civil rights."
- Contacting the Office of Civil Rights 1-866-480-2518.
- Visiting, in person, the Office of Civil Rights located at 125 E. 11th Street, Austin, TX 78701.

If you have any questions regarding the completion of the form, you may contact the Office of Civil Rights at the number listed above. Upon request, assistance will be provided if you are limited English proficient or disabled. Complaints may be filed using an alternative format, e.g., computer disk, audio tape or in Braille. If you have a speech or hearing impairment, dial Texas Relay at 1-800/735-2988 or 711 for assistance.

The department's Office of Civil Rights will notify you when it receives your complaint.

CONCLUSION

Your Texas Department of Transportation sincerely hopes that the purchase of your property can be accomplished to your satisfaction with an absolute minimum of inconvenience to you. We will be more than happy to assist you in any way we can.

Name, address and telephone number of our representative:

_____

_____

_____

_____

Brochure: 15.500
(Previous Versions Obsolete)

(Rev. 10/2012)
DHT #130191

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	July 9, 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. As staff has closed out the FY 2023 audit, reviewed spending to date in FY 2024, and prepared the City Manager's Proposed FY 2025 Budget, several items have been identified for budget amendments to true-up actual expenditures, authorize new positions, fund one-time capital projects and equipment, and support the long-term financial sustainability of the City. Below is a summary of the different budget amendments.

FY 2024 Actual Expenditures
The proposed amendment uses fund balance from the General Fund, Utility Fund, Solid Waste Fund, and Integrity Fund to pay for expenditures that are trending greater than budgeted. These expenses include electricity, credit card fees, trash/recycling revenues and expenses, and outdoor warning sirens. Each expenditure is related to population/customer growth. Additionally, the Police Department has requested to use dedicated LEOSE funds for police officer training.

New Positions

The proposed amendment authorizes and funds 4 new employment positions. These positions are a part of the FY 2025 City Manager's Proposed Budget. Staff is requesting to fund these positions now, before the start of the new fiscal year. The City currently has 315.75 staffing FTE and the additional 4 will total 319.75. The School Resource Officer (SRO) positions (2) are for the upcoming school year, beginning in August. The Celina Independent School District (CISD) funds 75 percent of these positions. One position is for the new CISD elementary school opening for the 2024-2025 school year. The second position will fill the role at an existing CISD campus, which will allow the SRO Sergeant the capacity to supervise/manage the SRO program. The Building Inspector position and Plans Examiner position are needed due to the increasing volume of development in Celina. These positions will help improve our responsiveness and customer service to the development community. As development has increased, the City's revenue from permits and fees has also increased, allowing capacity to hire these roles now.

One-Time Capital Projects/Equipment and Financial Sustainability
Based on the FY 2023 audit and estimated FY 2024 expenses, staff has identified funds available for one-time capital projects/equipment. The proposed amendment transfers funds from the General Fund to the Stormwater Drainage and Street Maintenance funds for one-time stormwater and street maintenance projects. Interest income from the Stabilization Fund is proposed to be transferred to the Capital Acquisition Fund as a revenue source to purchase capital equipment. The specific capital equipment expenses will be identified in the FY 2025 City Manager's Proposed Budget for City Council's consideration. Park and Wastewater Capital Recovery funds are proposed to be allocated for one-time capital projects and land acquisition. Within the Utilities funds, funds are being set aside for future water and sewer rate stabilization to protect our customers from potential rate spikes connected to the Doe Branch project with Upper Trinity Regional Water District (UTRWD). It will be available to make debt payments to UTRWD if economic conditions reduce growth below the projections in our recent utility rate study. This will minimize potential rate impacts to our customers in the future. City Council will approve specific project contracts prior to capital funds being spent as outlined in the procurement policy.

Legal Review:
N/A

Supporting Documents:
1. Ordinance Amending the Budget July 9, 2024
2. July Budget Amendment Presentation

Financial Consideration:
The proposed amendment uses increased revenues or fund balance to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance or revenue to fund the proposed amendment.

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 9th day of July 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

Meeting Date: July 9, 2024
FY 2024 Budget Amendment Detail

Account #	Account Name	Description	Adjustment
102-31-3050	Use of Fund Balance	Electricity Expenses	(180,000)
102-102-000-6520	Electricity	Electricity Expenses	150,000
102-111-000-6531	Streetlights	Electricity Expenses	30,000
203-400-000-4815	Trash & Recycling Sales	Solid Waste Revenue from Growth	(500,000)
203-120-000-7030	Trash & Recycling Services	Solid Waste Expenses from Growth	500,000
202-31-3050	Use of Fund Balance	Credit Card Fees and Electricity Expenses	(330,000)
202-119-000-6633	Credit Card Fees	Credit Card Fees	250,000
202-117-000-6520	Electricity	Water Electricity Expenses	80,000
102-31-3050	Use of Fund Balance	Start FY 2025 Proposed Positions in FY 2024	(260,257)
102-107-000-XXXX	Various	Building Inspector & Vehicle	77,887
102-107-000-XXXX	Various	Plans Examiner	28,402
102-112-000-XXXX	Various	School Resource Officers (2)	153,968
123-31-3050	Use of Fund Balance	Outdoor Warning Sirens	(300,000)
123-110-000-8502	Construction	Outdoor Warning Sirens	300,000
127-31-3050	Use of Fund Balance	Interest Income for One Time Capital Purchases	(470,000)
127-123-000-7500	Transfer Out	Interest Income for One Time Capital Purchases	470,000
120-400-000-4900	Transfer In	Future One Time Capital Purchases	(300,000)
208-400-000-4900	Transfer In	Future One Time Capital Purchases	(170,000)
102-31-3050	Use of Fund Balance	Drainage Fund Future Projects	(6,500,000)
102-104-000-7500	Transfer Out	Drainage Fund Future Projects	6,500,000
208-400-000-4900	Transfer In	Drainage Fund Future Projects	(6,500,000)
208-124-000-8502	Construction	Drainage Fund Future Projects	6,500,000

Account #	Account Name	Description	Adjustment
202-31-3050	Use of Fund Balance	Future Infrastructure Fund - Rate Stabilization	(5,500,000)
202-123-000-7500	Transfer Out	Future Infrastructure Fund - Rate Stabilization	5,500,000
205-400-000-4900	Transfer In	Future Infrastructure Fund - Rate Stabilization	(5,500,000)
210-31-3050	Use of Fund Balance	Wastewater Capital Projects	(4,000,000)
210-118-000-8600	Land Acquisition	Wastewater Capital Projects	4,000,000
102-31-3050	Use of Fund Balance	Street Maintenance Projects	(5,050,000)
102-104-000-7500	Transfer Out	Street Maintenance Projects	5,050,000
106-400-000-4900	Transfer In	Street Maintenance Projects	(5,050,000)
106-111-000-8502	Construction	Street Maintenance Projects	5,050,000
109-31-3050	Use of Fund Balance	Parks Capital Projects	(4,225,000)
109-400-000-4342	Park Fees Developer	Parks Capital Projects	(2,775,000)
109-113-000-8502	Construction	Parks Capital Projects	5,000,000
109-113-000-8600	Land Acquisition	Parks Capital Projects	2,000,000
115-31-3050	Use of Fund Balance	LEOSE Funds - Training	(7,000)
115-112-000-6331	Training Supplies	LEOSE Funds - Training	7,000

FY 2024 BUDGET AMENDMENT

City Council Meeting
July 9, 2024

DETAILS

- Actual expenditure trends are projected to exceed budget authorization due to population growth/customer demand exceeding budget assumptions

Account Number	Account Name	Description	Adjustment
102-31-3050	Use of Fund Balance	Electricity Expenses	$ (180,000)
102-102-000-6520	Electricity	Electricity Expenses	150,000
102-111-000-6531	Streetlights	Electricity Expenses	30,000
203-400-000-4815	Trash & Recycling Sales	Solid Waste Revenue from Growth	(500,000)
203-120-000-7030	Trash & Recycling Svcs.	Solid Waste Expenses from Growth	500,000
202-31-3050	Use of Fund Balance	Credit Card Fees	(330,000)
202-119-000-6630	Credit Card Fees	Credit Card Fees	250,000
202-117-000-6520	Electricity	Water Electricity	80,000

DETAILS

- Authorize 4 new positions to be hired in FY 2024
  - City Manager's FY 2025 Proposed budget will recommend these 4 new positions
  - Staff is requesting that they be hired in the current year
  - The 2 School Resource Officers will start in August at the start of the school year
  - The Building Department positions are needed now to meet demand

Account Number	Account Name	Description	Adjustment
102-31-3050	Use of Fund Balance	Start FY 2025 proposed positions in FY 2024	$ (260,257)
102-107-000-XXXX	Various	New Building Inspector & Vehicle	77,887
102-107-000-XXXX	Various	New Plans Examiner	28,402
102-112-000-XXXX	Various	New School Resource Officers x2	153,968

DETAILS

- One-time capital purchases and small projects
  - Use dedicated funding source for construction of outdoor warning sirens
  - Transfer interest income from Stabilization Fund to Capital Acquisition Fund and Drainage Fund for the future purchase of capital equipment (to be recommended in FY 2025 budget)

Account Number	Account Name	Description	Adjustment
123-31-3050	Use of Fund Balance	Outdoor Warning Sirens	$ (300,000)
123-110-000-6520	Construction	Outdoor Warning Sirens	300,000
127-31-3050	Use of Fund Balance	Interest Income for One Time Capital Purchases	(470,000)
127-123-000-7500	Transfer Out	Interest Income for One Time Capital Purchases	470,000
120-400-000-4900	Transfer In	Future One Time Capital Purchases	(300,000)
208-400-000-4900	Transfer In	Future One Time Capital Purchases	(170,000)

DETAILS

- Future major capital projects funding
  - Fund future drainage projects
  - Fund rate stabilization for UTRWD Doe Branch Project for future debt payments

Account Number	Account Name	Description	Adjustment
102-31-3050	Use of Fund Balance	Drainage Fund Future Projects	$ (6,500,000)
102-104-000-7500	Transfer Out	Drainage Fund Future Projects	6,500,000
208-400-000-4900	Transfer In	Drainage Fund Future Projects	(6,500,000)
208-124-000-8502	Construction	Drainage Fund Future Projects	6,500,000
202-31-3050	Use of Fund Balance	Future Infrastructure Fund – Rate Stabilization	(5,500,000)
202-123-000-7500	Transfer Out	Future Infrastructure Fund – Rate Stabilization	5,500,000
205-400-000-4900	Transfer In	Future Infrastructure Fund – Rate Stabilization	(5,500,000)

DETAILS

- Future major capital projects funding
  - Fund wastewater land acquisition of pump station
  - Fund future annual street maintenance projects

Account Number	Account Name	Description	Adjustment
210-31-3050	Use of Fund Balance	Wastewater Capital Projects	$ (4,000,000)
210-118-000-8600	Land Acquisition	Wastewater Capital Projects	4,000,000
102-31-3050	Use of Fund Balance	Street Maintenance Projects	(5,050,000)
102-104-000-7500	Transfer Out	Street Maintenance Projects	5,050,000
106-400-000-4900	Transfer In	Street Maintenance Projects	(5,050,000
106-111-000-8502	Construction	Street Maintenance Projects	5,050,000

DETAILS

- Future major capital projects for Parks, including land acquisition
- Police training with restricted LEOSE funds

Account Number	Account Name	Description	Adjustment
109-31-3050	Use of Fund Balance	Parks Capital Projects	$(4,225,000)
109-400-000-4342	Park Fees Developer	Parks Capital Projects	(2,775,000)
109-113-000-8502	Construction	Parks Capital Projects	5,000,000
109-113-000-8600	Land Acquisition	Parks Capital Projects	2,000,000
115-31-3050	Use of Fund Balance	LEOSE Funds – Officer Training	(7,000)
115-112-000-6331	Training Supplies	LEOSE Funds – Officer Training	7,000

QUESTIONS?

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Daniel Galizia
Date:	July 9, 2024
Re:	FY 2024 Budget Amendment for Vehicle and Equipment Replacement Purchases

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:
This Ordinance amends the Vehicle and Equipment Replacement Fund (VERF) budget to authorize the purchase of new vehicles to replace existing vehicles in the City's fleet.

Each year as staff prepares the City Manager's Proposed Budget, the VERF Committee and Fleet team review all vehicles that are eligible for replacement and make a recommendation on the specific vehicles to be replaced. Vehicles are rated based upon their age, mileage, use, and recent maintenance costs. For FY 2025, staff is recommending the replacement of 9 vehicles/major pieces of equipment for a total of $654,895. These vehicle purchases are split between the City's general government VERF and utilities VERF.

With long lead times and continuing supply chain issues, staff is requesting to amend the FY 2024 budget to authorize the purchase of the vehicles in the current fiscal year. Orders will not be received until FY 2025, so transactions will take place in FY 2025. However, this amendment allows staff to begin the order process now.

Legal Review:
N/A

Supporting Documents:

1. July VERF Budget Amendment Presentation
2. Ordinance Amending the VERF Budget July 9, 2024

Financial Consideration:

This Ordinance uses $654,895 of fund balance in the general government VERF and utilities VERF in FY 2024 for the purchase of vehicles. This use of fund balance will be offset by transfers from the General Fund and utility funds in FY 2025. The actual payment for vehicles will likely take place in FY 2025, as orders are not likely to be fulfilled for several months (or longer).

Staff Recommendation:

Staff recommends approval.

FY 2024 BUDGET AMENDMENT FOR VEHICLE REPLACEMENT

City Council Meeting
July 9, 2024

DETAILS

- Requesting to amend the FY 2024 Budget to authorize the purchase of replacement vehicles for the existing fleet that are scheduled for FY 2025
  - The Vehicle Equipment Replacement Fund (VERF) committee has reviewed the City's fleet vehicles and developed a list of recommended replacements
  - The recommendation is based on age, mileage, and maintenance costs
  - With continued low inventory, staff is requesting to begin the purchase of vehicles now
  - Actual transactions are anticipated to occur in FY 2025
- Requesting 9 vehicles for a total cost of $654,895
- Fund balance is available in the current fiscal year
  - VERF purchases are funded through annual transfers from the General Fund and Water/Wastewater Fund

Account Number	Account Name	Description	Adjustment
113-31-3050	Use of Fund Balance	FY 2025 VERF General Fund	(292,027)
113-102-000-6840	Capital - Vehicles	Facilities Pickup Truck	45,000
113-107-000-6840	Capital - Vehicles	Development Pickup Trucks x2	78,000
113-111-000-6840	Capital - Vehicles	Streets Pickup Truck	52,000
113-113-000-6830	Capital - Equipment	Parks Turf Equipment	62,027
113-113-000-6840	Capital - Vehicles	Parks Pickup Truck HD	55,000
213-31-3050	Use of Fund Balance	FY 2025 VERF Utility Funds	(362,868)
213-117-000-6830	Capital - Equipment	Water Vacuum Excavator	108,000
213-117-000-6840	Capital - Vehicles	Water Pickup Trucks Crew Utility Bed x2	169,912
213-118-000-6840	Capital - Vehicles	Wastewater Pickup Truck Crew Utility Bed	84,956

QUESTIONS?

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 9th day of July 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

Meeting Date: July 9, 2024
FY 2024 Budget Amendment for VERF Detail

Account #	Account Name	Description	Adjustment
113-31-3050	Use of Fund Balance	FY 2025 VERF	(292,027)
113-102-000-6840	Capital - Vehicles	FY 2025 VERF	45,000
113-107-000-6840	Capital - Vehicles	FY 2025 VERF	78,000
113-111-000-6840	Capital - Vehicles	FY 2025 VERF	52,000
113-113-000-6830	Capital - Equipment	FY 2025 VERF	62,027
113-113-000-6840	Capital - Vehicles	FY 2025 VERF	55,000
213-31-3050	Use of Fund Balance	FY 2025 VERF	(362,868)
213-117-000-6830	Capital - Equipment	FY 2025 VERF	108,000
213-117-000-6840	Capital - Vehicles	FY 2025 VERF	169,912
213-118-000-6840	Capital - Vehicles	FY 2025 VERF	84,956

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
Intiated by:	Lauren Vaughns
Date:	July 9, 2024
Re:	Amending Code of Ordinances Section 1.03.031 "Types of meetings; time and place" and Section 1.03.035 "Citizen participation."

Action Requested:
Consider and act on an Ordinance amending Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Meetings", Section 1.03.031 "Types of meetings; time and place" and Section 1.03.035 "Citizen participation."

Background Information:
Effective and orderly conduct of City Council meetings is essential to ensure that the business of the City is conducted in an efficient, fair, and transparent manner. Establishing rules of order and procedure specifically tailored to open forums and public hearings will provide clear guidelines for both the City Council and the public, thereby enhancing the democratic process. The proposed Resolution aims to formalize guidelines for the open forum and public hearing segments of our City Council meetings. These guidelines are designed to balance the need for public participation with the need to conduct meetings efficiently and effectively.

This Ordinance repeals in its entirety Section 1.03.031 "Types of meetings; time and place" and amends Section 1.03.035 "Citizen participation."

Meeting dates and times will be adopted by Resolution during the Action portion of the agenda.

Section 1.03.035 "Citizen participation", is hereby amended to read as follows:

"(a) During an open forum section of a meeting, all speakers shall complete a public comment card and submit it to the city secretary prior to speaking. All speakers are limited to a maximum of three minutes each, except as may be extended by the Mayor. A speaker who wishes to present

comments on behalf of another absent person, whether present or absent, will not be granted additional time for the other person.

(b) For action items listed on the agenda:

1. The applicant for the item requested, if applicable, shall have the opportunity to present comments, testimony, or arguments. The applicant shall have a total of ten minutes for a presentation when recognized by the Mayor or presiding officer.

2. Any person wishing to speak about an action item on the agenda shall complete a public comment card prior to the matter being reached and present it to the city secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. Such person shall come to the podium and announce their name and address for the record. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter, who are not the applicant, shall be limited to three minutes each, except as may be extended by the Mayor. A person who wishes to present comments on behalf of another person, whether present or absent, will not be granted additional time for the other person.

3. Generally, citizens may not participate in the discussions of the council at workshop sessions on items for which no action will be taken."

Legal Review:
City Attorney has reviewed ordinance.

Supporting Documents:
1. Ordinance
2. Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 1 "GENERAL PROVISIONS", ARTICLE 1.03 "CITY COUNCIL", DIVISION 2 "MEETINGS", BY REPEALING SECTION 1.03.031 "TYPES OF MEETINGS; TIME AND PLACE" AND AMENDING SECTION 1.03.035 "CITIZEN PARTICIPATION"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") 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, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulations that is for the good government, peace or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council of the City (the "City Council") has previously adopted Chapter 1 "General Provisions", Article 1.03 "City Council" governing rules and procedures for City Council meetings; and

WHEREAS, in order to best administer City meetings, the City Council has found and determined it to be necessary to repeal Section 1.03.031 "Types of meetings; time and place" and Section 1.03.035 "Citizen participation" to update the regulations provided there.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interests of the City of Celina, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

The Celina Code of Ordinances, Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Meetings" is hereby amended as follows:

(a) Section 1.03.031 "Types of meetings; time and place" is hereby repealed in its entirety.

(b) Section 1.03.035 "Citizen participation", is hereby amended to read as follows:

"(a) During an open forum section of a meeting, all speakers shall complete a public comment card and submit it to the city secretary prior to speaking. All speakers are limited to a maximum of three minutes each, except as may be extended by the Mayor. A speaker who wishes to present comments on behalf of another absent person, whether present or absent, will not be granted additional time for the other person.

(b) For action items listed on the agenda:

(1) The applicant for the item requested, if applicable, shall have the opportunity to present comments, testimony, or arguments. The applicant shall have a total of ten minutes for a presentation when recognized by the Mayor or presiding officer.

(2) Any person wishing to speak about an action item on the agenda shall complete a public comment card prior to the matter being reached and present it to the city secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. Such person shall come to the podium and announce their name and address for the record. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter, who are not the applicant, shall be limited to three minutes each, except as may be extended by the Mayor. A person who wishes to present comments on behalf of another person, whether present or absent, will not be granted additional time for the other person.

(c) Generally, citizens may not participate in the discussions of the council at workshop sessions on items for which no action will be taken."

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting traffic and vehicles within the City of Celina, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
PENALTY CLAUSE

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined in accordance with Section 1.01.009 of the City's Code of Ordinances.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
OPEN MEETINGS

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of July 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

CITY COUNCIL RULES OF ORDER AND PROCEDURE

Lauren Vaughns
June 11, 2024

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

QUESTIONS

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
Intiated by:	244
Date:	July 9, 2024
Re:	Ariana Access - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement on approximately 49 acres of land; generally located at the southeast corner of future G.A. Moore Parkway and future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ariana Access – Development Agreement) (McAfee)

Background Information:
This request is for a Development Agreement on approximately 49 acres of land; generally located at the southeast corner of future G.A. Moore Parkway and future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). In 2022 and 2023, City Council approved a development agreement and zoning for Ariana, an extension of the North Sky master-planned community currently under construction. An access easement (gravel drive), owned by the subject property, divides the two developments. The owner of the access easement seeks mixed-use zoning entitlements in exchange for abandoning the easement so the adjacent developments can build according to their plans. The subject property includes a key portion of future G.A. Moore Parkway, and the agreement would require the property owner to dedicate the necessary right-of-way (ROW) for the future 6-lane thoroughfare. Absent this agreement, a permanent, undesirable gap would be created between North Sky and Ariana, condemnation would be necessary for the ROW, and the subject property would remain in the County without land use restrictions. Please refer to the attached documents for further information.

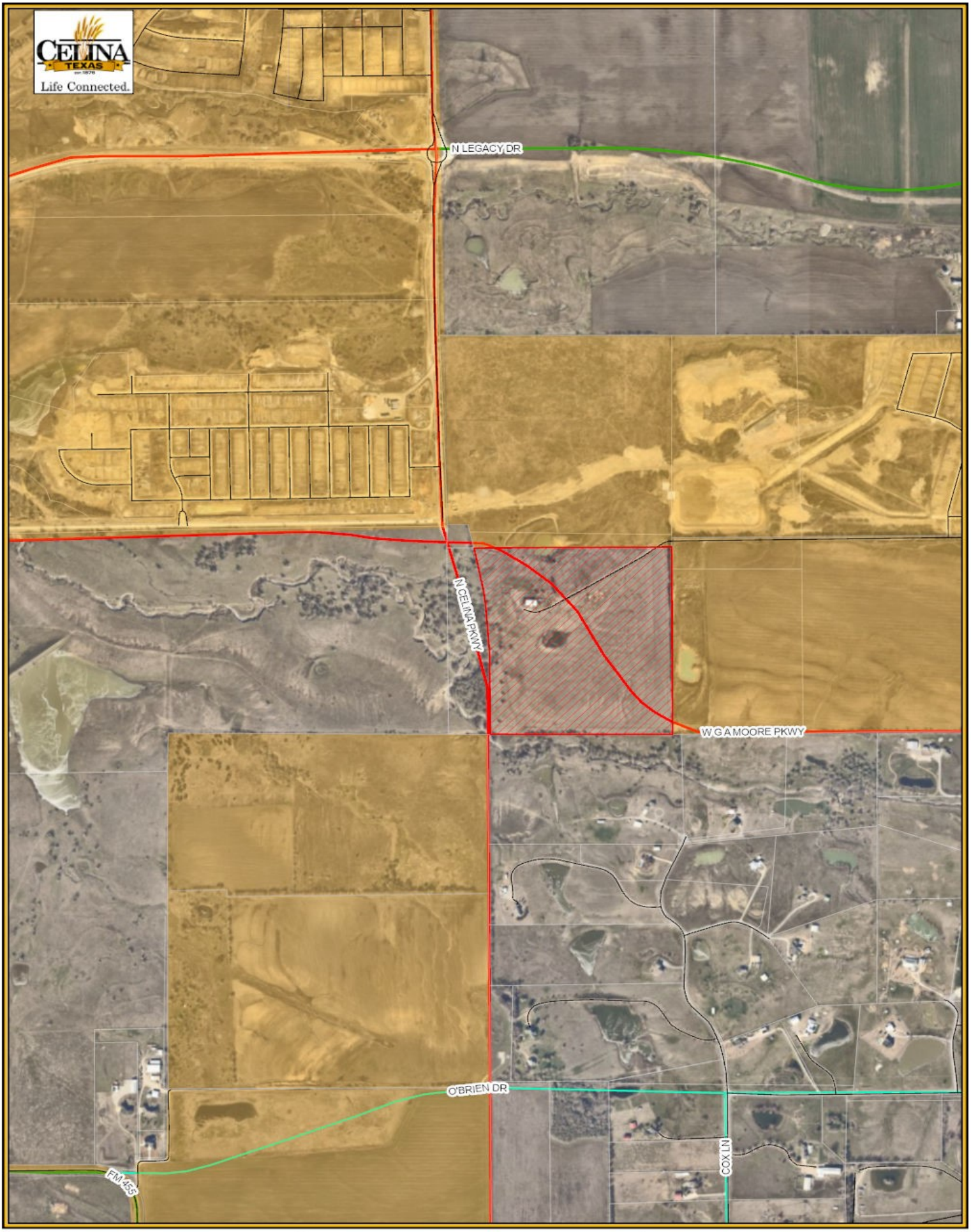
Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- City Limits
- Roads
- Parcels
- Subject Property

Ariana Access Location Map

City of Celina

5/30/2024

N W E S

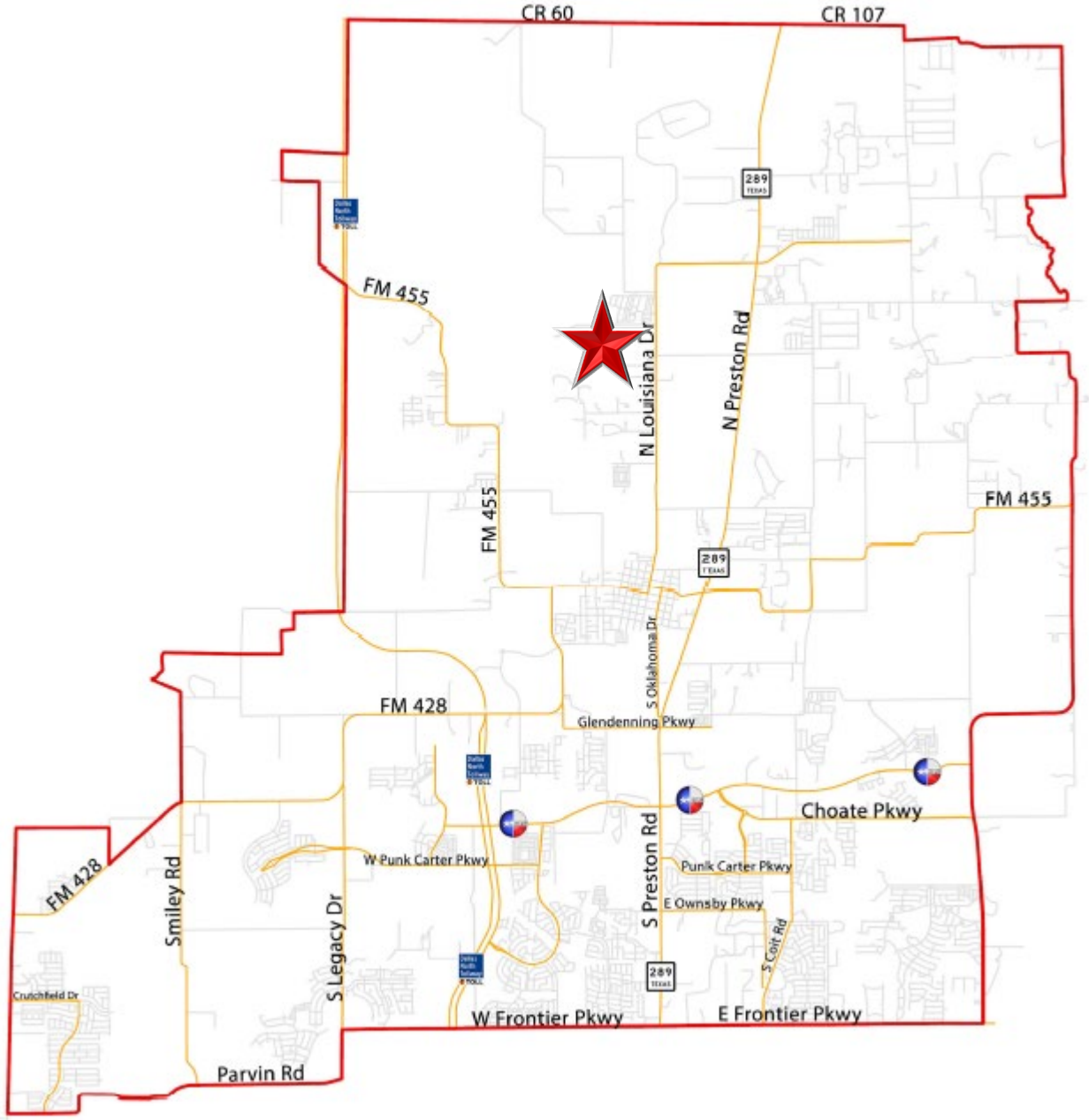
0 700 1,400

Feet

ARIANA ACCESS

DEVELOPMENT AGREEMENT

City Council
July 9, 2024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289
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N Louisiana Dr
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S Oklahoma Dr
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Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
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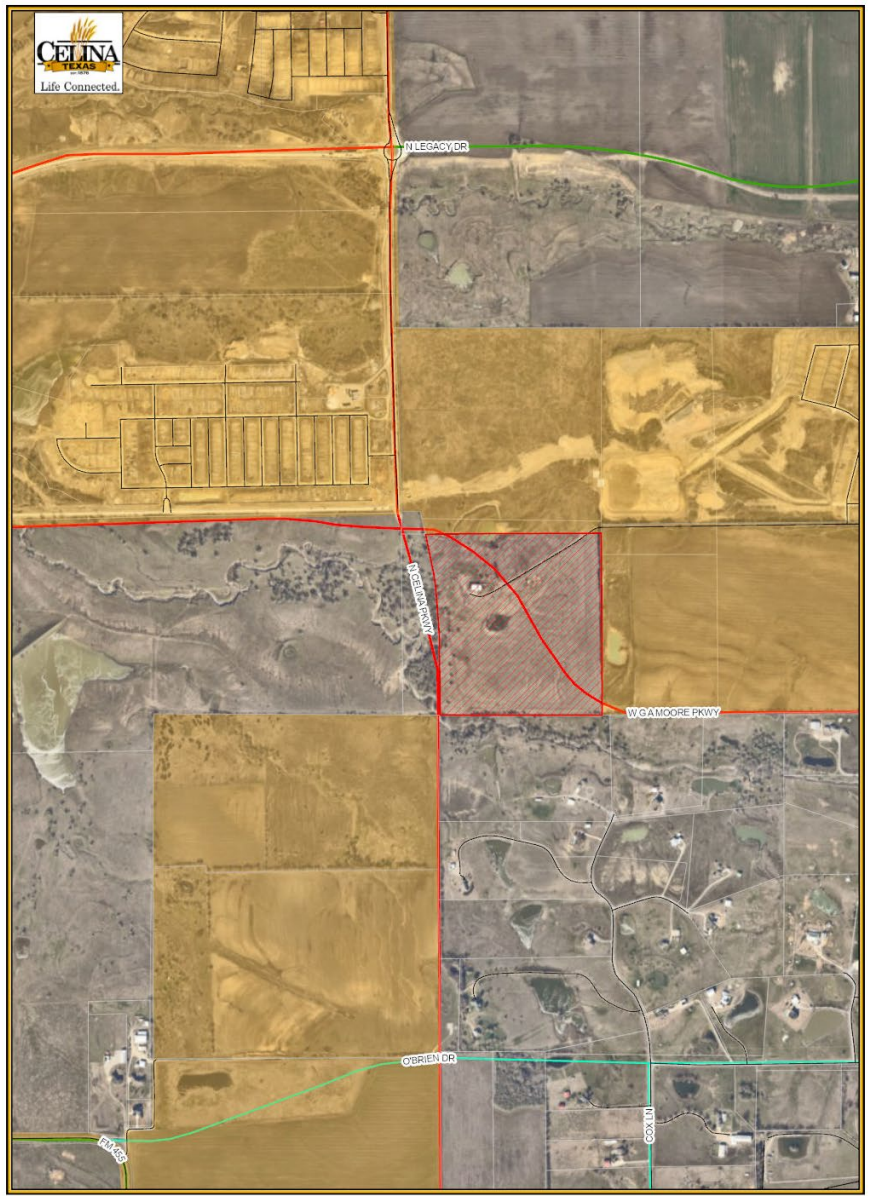


LOCATION MAP

The subject property is generally located at the southeast corner of future G.A. Moore Parkway and Celina Parkway, within the Extraterritorial Jurisdiction (ETJ)

BACKGROUND

- In 2022 & 2023, City Council approved a development agreement and zoning for Ariana, an extension of the North Sky master-planned community currently under construction
- An access easement (gravel drive), owned by the subject property, crosses through Ariana
- The owner of the access easement would like zoning entitlements in exchange for abandoning the easement, which is necessary for Ariana to develop per their plans
- A key portion of future G. A. Moore Parkway bisects the subject property

ADJACENCIES

OVERVIEW

- The subject property would receive a base zoning of Mixed-Use (MU) in the future at time of annexation
- The subject property would dedicate the right-of-way (ROW) for G.A. Moore Parkway
- An external private agreement between the subject property and Ariana abandons the access easement and ensures continuity of access during and after construction

POLICY CONSIDERATIONS

- The DA will bring 49 acres of land into the City Limits, allowing City standards to apply instead of County regulations
- ROW dedication for future 6-lane G.A. Moore Parkway
- Ariana would be cleared to continue with its development
- Absent these deal points:
  - A permanent, undesirable gap is created between North Sky and Ariana
  - Condemnation will be necessary for the ROW
  - The subject property remains in the County with no land use restrictions
- The proposed Mixed-Use zoning is not inappropriate for the intersection of two 6-lane arterials

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- There was no public feedback at the public hearing
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between TJT Services, LLC and Yaya Eliath, LLC (together 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, the Developer owns 48.7 acres of land, generally located at the southeast corner of future G.A. Moore Parkway and Celina Parkway, which lies within the extraterritorial jurisdiction ("ETJ") 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 mixed-use development (the "Development"); and

WHEREAS, prior to the annexation and zoning of the Property under this Agreement, the Developer intends to enter into separate third-party agreements with the property owner of the project to the east of the Property, otherwise known as Ariana, concerning easements, access and certain utilities; 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, 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 waive the roadway capital fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including 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 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; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 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).

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

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).

Multi-Family and Commercial Vision Book means the guide regarding the physical development of multi-family and commercial projects adopted by City Resolution 2023-77R, as it may be subsequently amended.

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.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

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.

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, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys, including:

(1) the dedication of all right-of-way required for the six (6) lane arterial roadway as identified in the Master Thoroughfare Plan for the future G.A. Moore Parkway.

(c) Developer acknowledges its intention, prior to the annexation and zoning of the Property under this Agreement, to enter into separate third-party agreements with the property owner of the project to the east of the Property, otherwise known as Ariana, concerning easements, access and certain utilities.

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.

2.4 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.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. 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 roadway capital fees being waived for the Property, 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 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.*

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including,

but not limited to, pro rata fees, impact fees for water and sewer, and other capital recovery fees shall be charged for single-family development against the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) water capital fees of $2,500 per residential dwelling unit; and (iv) wastewater capital fees of $2,500 per residential dwelling unit. Water and wastewater capital fees shall each escalate by an additional $500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon the next succeeding ten-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) 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.

(c) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE 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 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 **THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE 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 4.3 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
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In general, design standards will follow all applicable City standards, and land uses shall be determined here within. The development shall comply with the Neighborhood Vision Book and Multi-Family and Commercial Vision Book. The subject property may develop with any land use, without strict percentage restrictions, consistent with and allowed by the Mixed-Use (MU) zoning district, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

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.

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 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, 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") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

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: jlaumer@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 TEL: (972) 668-6400
To the Developer:	_____ _____ _____
With a copy to:	_____ _____ _____

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	Development Standards

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 From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 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 Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
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
DESCRIPTION OF THE PROPERTY

All that certain tract or parcel of land situated in the M.E.P. & P.R.R. Survey, Abstract Number 654, County of Collin, State of Texas, said tract being part of a called 115.71 acre of a tract as described in Deed to Willie Douglas Moore Revocable Trust, filed 26 May 2016, and Recorded at 2016-0526000647060 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the southeast corner of the tract being described herein at a found Wood Fence corner Post, said post being the southeast corner of said Moore tract, and the southwest corner of a tract as described in Deed to Ariana LLC, filed 26 July 2018 and Recorded at 2018-0730000947040, said post also being on the north line of a tract as described in Deed to Daryl Howeth, filed 09 June 1997 and Recorded in Volume 3928 Page 503 of said Deed Records, said post also being on the south line of the M.E.P. & P.R.R. Survey and on the north line of the German Emigration Survey, Abstract Number 357;

Thence: North 89 degrees 57 minutes 00 seconds West, with the south line of said Moore tract, and with the north line of said Howeth tract, and passing at 1346.82 feet a pipe fence corner post and continuing on said course for a total distance of 1362.77 feet to a set ½ inch Steel Square Tubing for the southwest corner of said Moore tract;

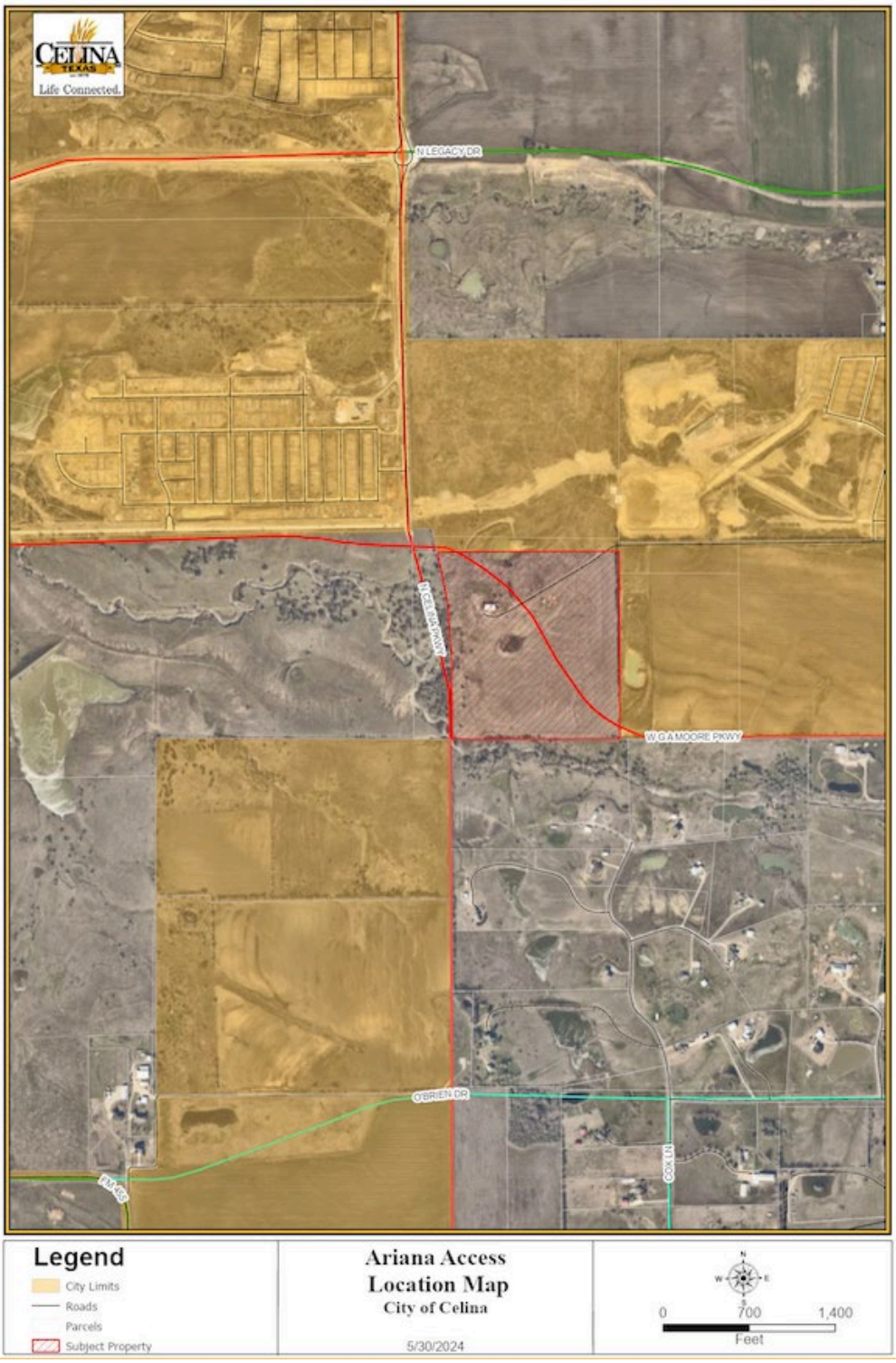
Thence: With the occupied west line of said Moore tract and a wire fence line, the following 8 (eight) calls;

1.North 00 degrees 35 minutes 23 seconds West, and passing at 22.30 feet a pipe fence corner post, and continuing on said course for a total distance of **321.98** feet;
2.North 00 degrees 49 minutes 27 seconds West, a distance of 223.22 feet;
3.North 00 degrees 55 minutes 42 seconds East, a distance of 96.09 feet;
4.North 03 degrees 51 minutes 23 seconds West, a distance of 63.32 feet;
5.North 04 degrees 16 minutes 21 seconds West, a distance of 233.14 feet;
6.North 04 degrees 39 minutes 55 seconds West, a distance of 138.37feet;
7.North 08 degrees 01 minutes 07 seconds West, a distance of 110.84 feet;
8.North 11 degrees 38 minutes 47 seconds West, a distance of **345.46** feet to a found ½ inch Steel Rebar with a cap marked 4613 for the northwest corner of this tract;

Thence: North 89 degrees 46 minutes 20 seconds East, a distance of 1478.93 feet to a found ½ inch Steel Rebar with a plastic cap marked 4613 for the northeast of said Moore tract and on the west line of said Ariana tract;

Thence: South 00 degrees 15 minutes 30 seconds East, with the east line of said Moore tract, and the west line of said Ariana tract, a distance of 1530.01 feet to the POINT OF BEGINNING and containing 48.700 Acres of land.

EXHIBIT B
DEPICTION OF THE PROPERTY



Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	269
Date:	July 9, 2024
Re:	Farr - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 8 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction. (Farr Tract - C-3 Expedited Annexation) (Mohan)

Background Information:
This item is related to the annexation of approximately 8 acres; generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. There is a pre-annexation agreement on the property that, absent development of the property, would expire in August 2035. The applicant is requesting to voluntarily annex the property in advance of the pre-annexation agreement's expiration in order to better market the parcel for future commercial development. Please refer to the attached documents, as well as the associated zoning item, for further information.

The following three agenda items, including this one, comprise one project on the agenda, per the below:

- Annexation Service Agreement (Consent) - Required of all annexation cases
- Annexation (Public Hearing) - Voluntary annexation of the subject property
- Zoning (Public Hearing) - Zoning the property for future commercial development

Legal Review:

This annexation follows a standard template approved by the City Attorney's Office.

Supporting Documents:

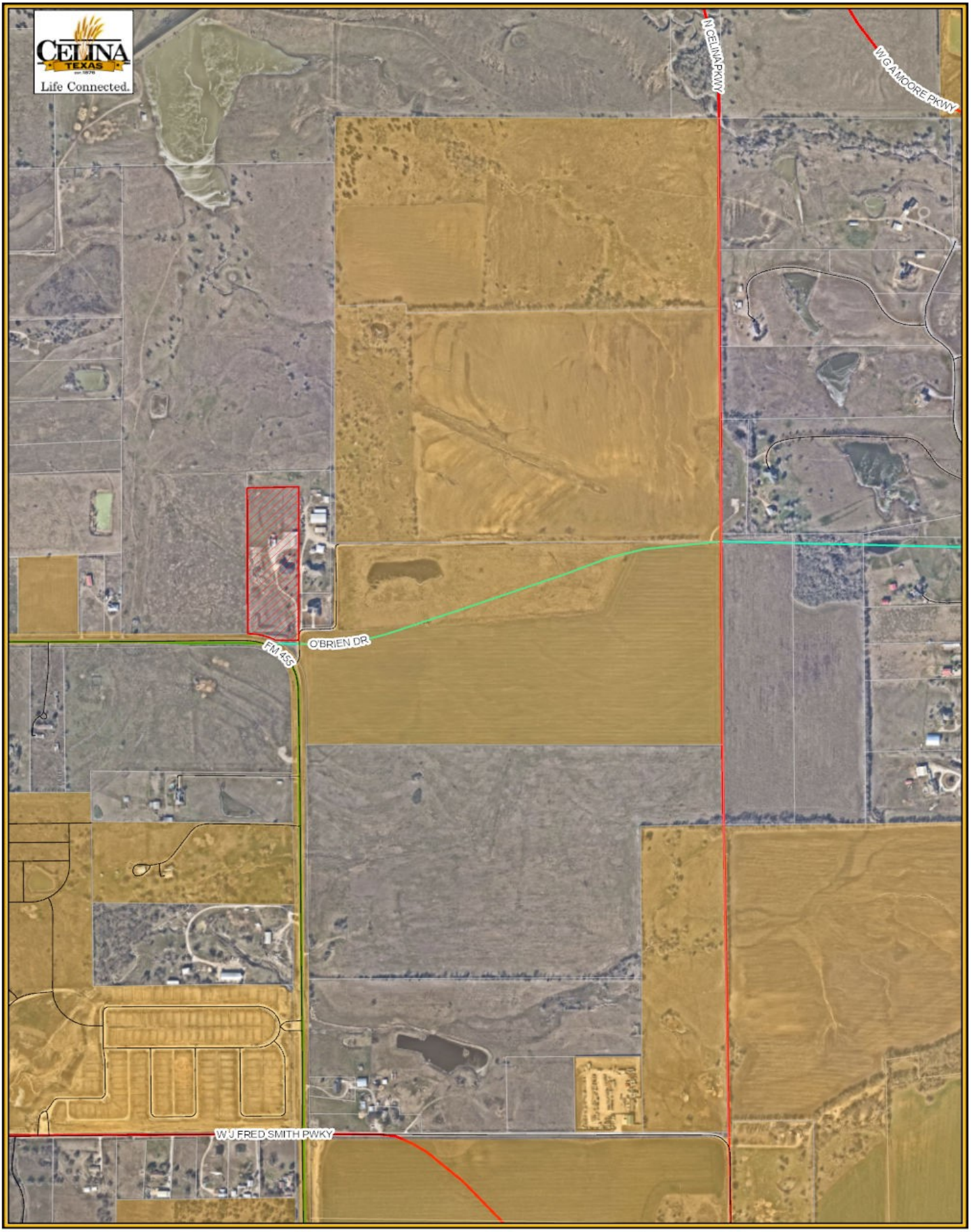
1. Location Map
2. Draft Ordinance
3. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Farr Zoning Location Map

City of Celina

5/29/2024

N
W E
S

0 500 1,000

Feet

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-_____
FARR TRACT ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 8 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF FUTURE O'BRIEN DRIVE AND APPROXIMATELY 2,350 FEET EAST OF FUTURE LEGACY DRIVE, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 9th day of July, 2024, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 24th day of June, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the

Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of July, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 735, Collin County, Texas, and being part of a 13.714 acre tract as conveyed to Michael D. Reedy, et al, as recorded in Volume 4499, Page 2624, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner said iron rod being North 89 degrees 18 minutes 19 seconds West a distance of 229.14 feet from the most easterly Southeast corner of said 13.714 acre tract, said iron rod also being in a bend of County Road No. 946;

THENCE South 00 degrees 45 minutes 48 seconds West following County Road No. 946 a distance of 71.28 feet to a 3/4 inch iron pipe found for corner in the center line point of F.M. No. 455;

THENCE North 89 degrees 18 minutes 19 seconds West a distance of 143.55 feet to a 1/2 inch iron rod found for corner in the Northeast right of way line of said F.M. No. 455 (a 90 foot ROW), said iron rod also being in a curve to the left with a chord bearing of North 74 degrees 53 minutes 43 seconds West and a chord distance of 180.83 feet;

THENCE along said curve to the left following the North ROW line of said F.M. No. 455 through a central angle of 28 degrees 49 minutes 12 seconds radius distance of 363.31 feet and arc distance of 182.75 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 18 minutes 19 seconds West following the North ROW line of said F.M. No. 455 a distance of 1.76 feet to a 1/2 inch iron rod found for corner at the Southwest corner of said 13.714 acre tract;

THENCE North 00 degrees 53 minutes 22 seconds East following the East line of said 13.714 acre tract a distance of 993.83 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 43 minutes 36 seconds East a distance of 320.51 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 53 minutes 22 seconds West a distance of 792.96 feet to the POINT OF BEGINNING and containing 328,354 square feet or 7.538 acres of land, more or less.

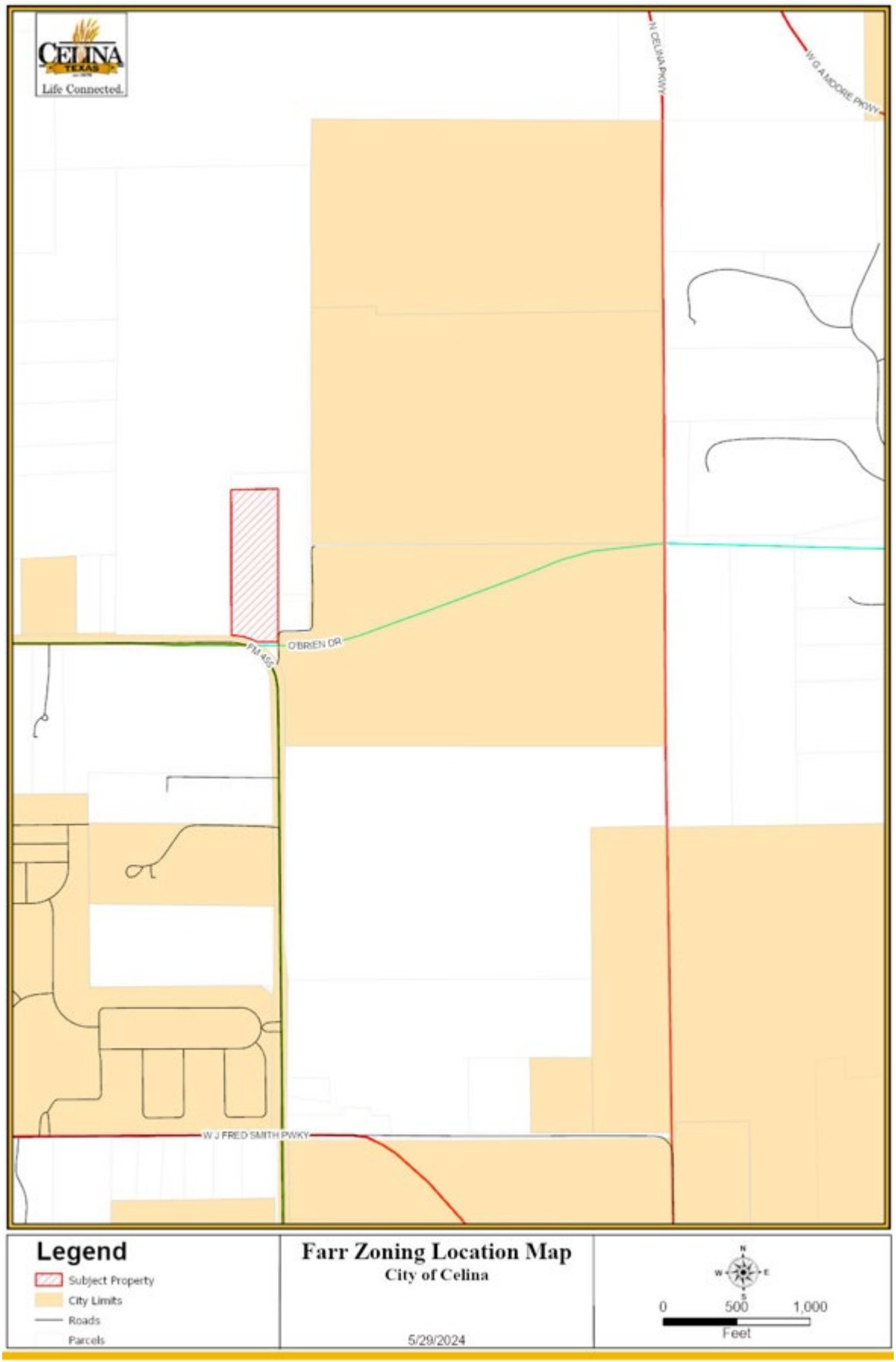

CELINA
TEXAS
Life Connected.
N CELINA PKWY
W G A MOORE PKWY
O'BRIEN DR
FM 455
W J FRED SMITH PWKY
Legend
Subject Property
City Limits
Roads
Parcels
Farr Zoning Location Map
City of Celina
5/29/2024
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Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at https://ecode360.com/CE6272.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

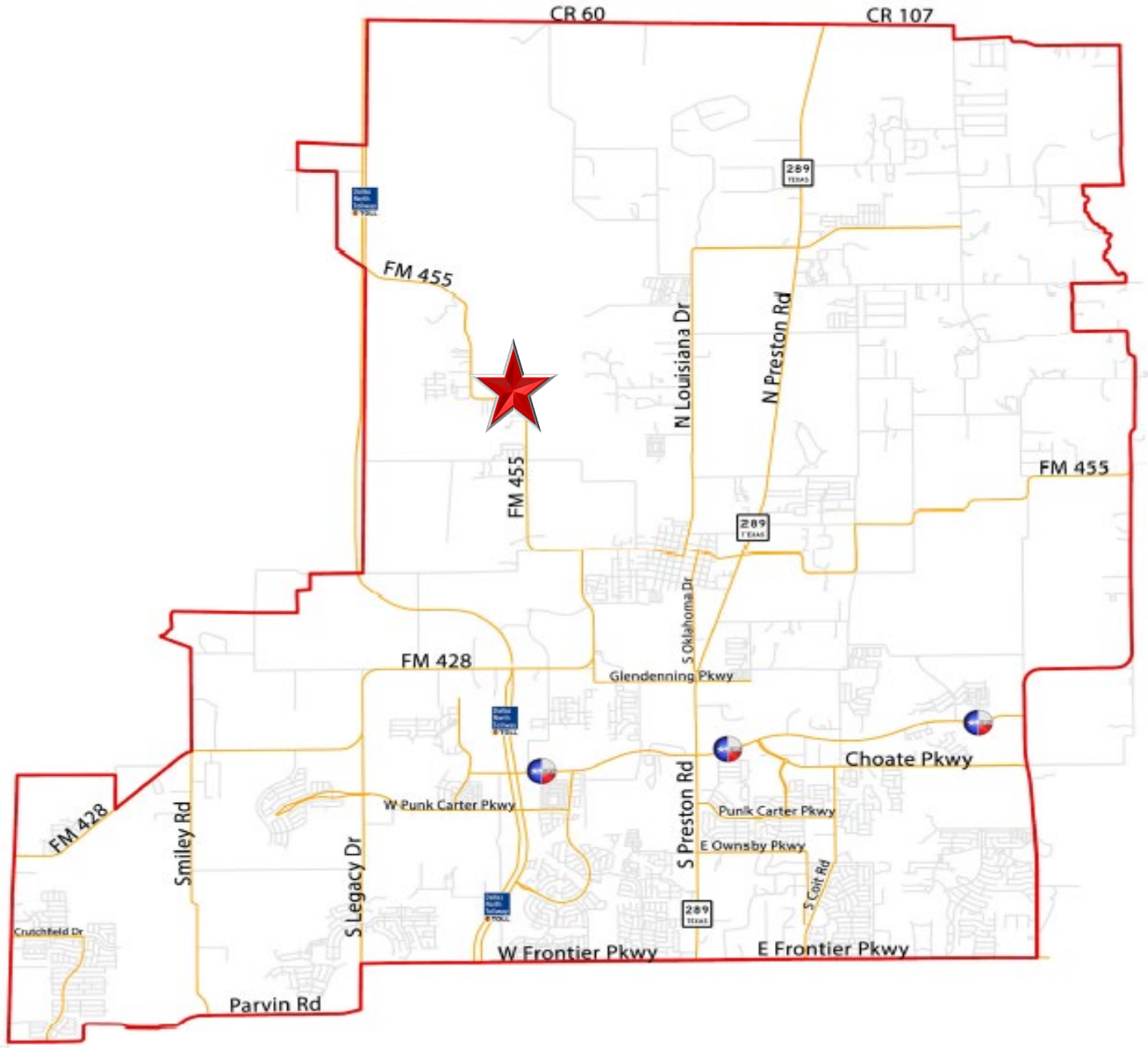
N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

FARR TRACT

Annexation & Zoning

City Council
July 9, 2024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Choate Pkwy
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FM 428
Smiley Rd
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Crutchfield Dr
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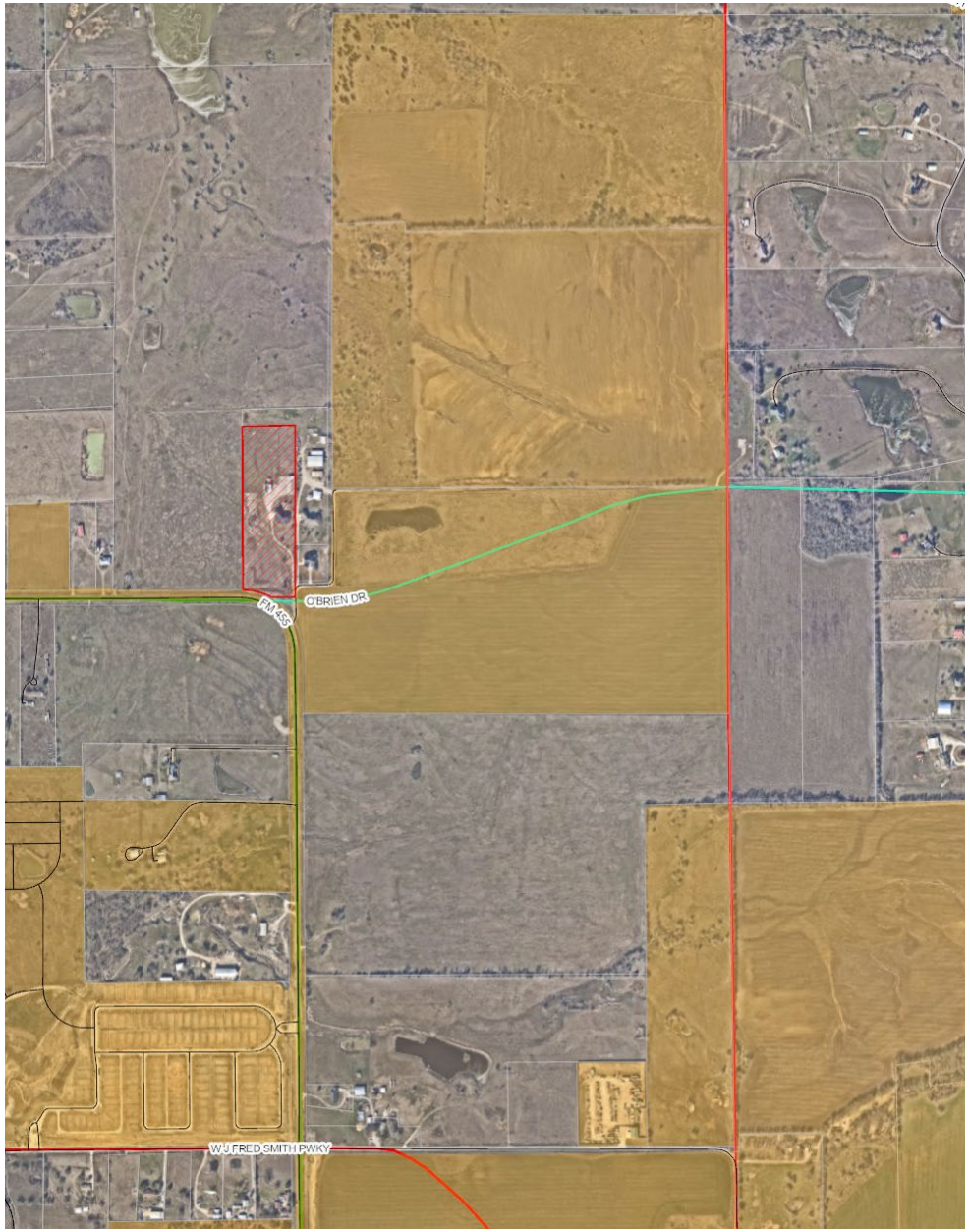
Parvin Rd



LOCATION MAP

The subject property is generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive

BACKGROUND

- The subject property is approximately 8 acres and within the Extraterritorial Jurisdiction (ETJ)
- There is a pre-annexation agreement on the property that expires in August 2035
- The applicant is proposing a base zoning of Commercial, Office, & Retail District (C)
- The parcel west of the subject property is owned by Celina ISD and expected to develop as an elementary and/or middle school

POLICY CONSIDERATIONS

- The subject property is at the terminus of the intersection of two future 4-lane thoroughfares, which can accommodate non-residential uses
- The proposed annexation & zoning will give the City land use control over a parcel adjacent to a future Celina ISD school site
- There are no immediate plans to develop the property
- The governing pre-annexation agreement requires annexation & zoning prior to development

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommend approval at its regular meeting in June
- There was no public feedback at the public hearing
- Staff recommends approval as presented

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	269
Date:	July 9, 2024
Re:	Farr Tract - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 8 acres to Commercial, Office, & Retail District (C); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. (Farr Tract – Zoning) (Mohan)

Background Information:
This request is to zone approximately 8 acres to Commercial, Office, & Retail District (C) in order to better market the property for future commercial development. The applicant does not have any specific land uses planned, but the subject property is at the intersection of two future 4-lane thoroughfares where non-residential uses can be accommodated. Additionally, if approved, the annexation and zoning would give the City land use control over a parcel adjacent to a future Celina ISD school site. Please refer to the attached documents, as well as the associated annexation items, for further information.

The following three agenda items, including this one, comprise one project on the agenda, per the below:

- Annexation Service Agreement (Consent) - Required of all annexation cases
- Annexation (Public Hearing) - Voluntary annexation of the subject property
- **Zoning (Public Hearing) - Zoning the property for future commercial development**

Legal Review:

N/A

Supporting Documents:

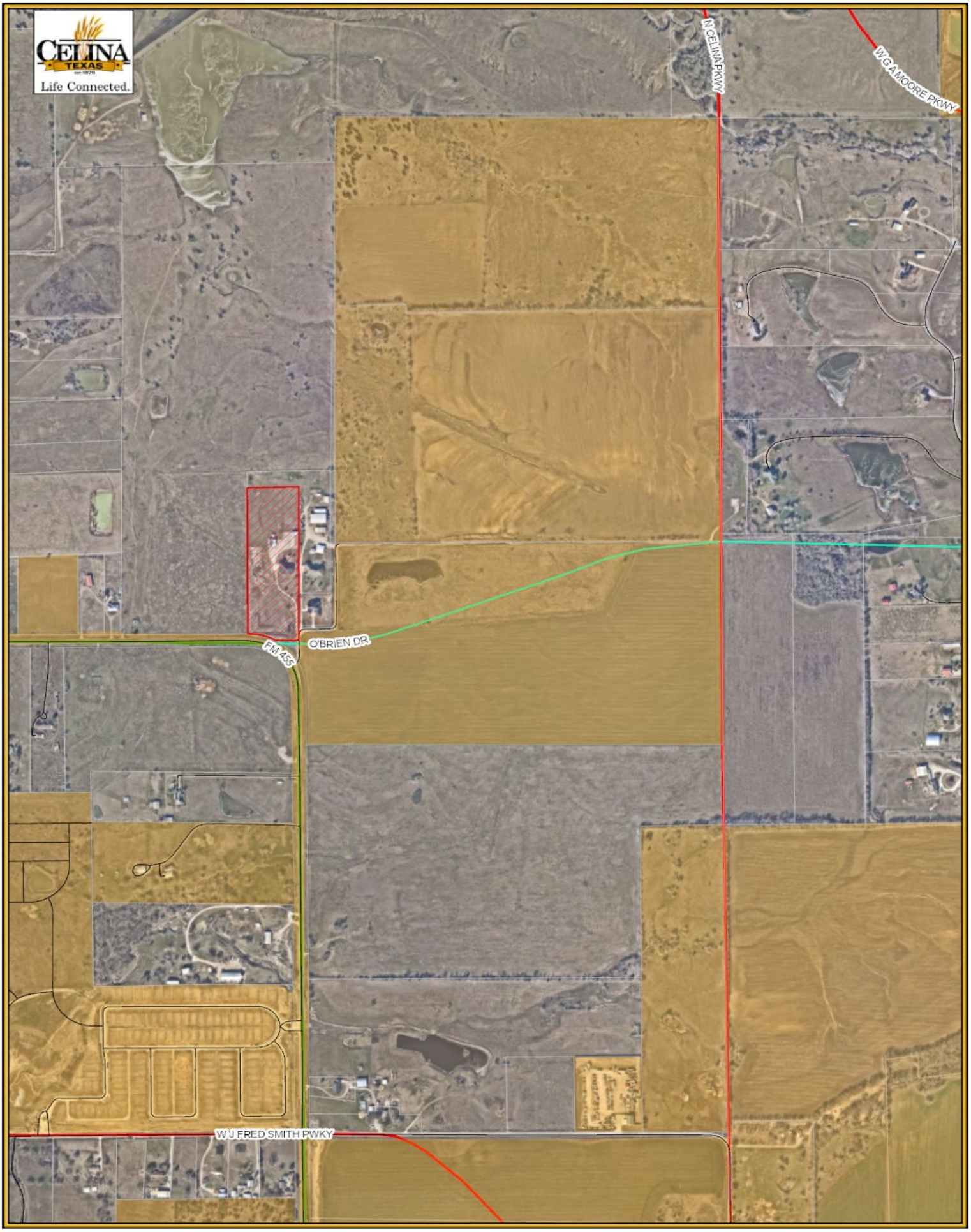
1. Location Map
2. Draft Ordinance
3. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Farr Zoning Location Map

City of Celina

5/29/2024

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CITY OF CELINA, TEXAS

ORDINANCE 2024-____
FARR TRACT ZONING

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 8 ACRES LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 735, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FUTURE O'BRIEN DRIVE AND APPROXIMATELY 2,350 FEET EAST OF FUTURE LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL, OFFICE, & RETAIL DISTRICT (C); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Commercial, Office, & Retail District (C).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Commercial, Office, & Retail District (C).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of July, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 735, Collin County, Texas, and being part of a 13.714 acre tract as conveyed to Michael D. Reedy, et al, as recorded in Volume 4499, Page 2624, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner said iron rod being North 89 degrees 18 minutes 19 seconds West a distance of 229.14 feet from the most easterly Southeast corner of said 13.714 acre tract, said iron rod also being in a bend of County Road No. 946;

THENCE South 00 degrees 45 minutes 48 seconds West following County Road No. 946 a distance of 71.28 feet to a 3/4 inch iron pipe found for corner in the center line point of F.M. No. 455;

THENCE North 89 degrees 18 minutes 19 seconds West a distance of 143.55 feet to a 1/2 inch iron rod found for corner in the Northeast right of way line of said F.M. No. 455 (a 90 foot ROW), said iron rod also being in a curve to the left with a chord bearing of North 74 degrees 53 minutes 43 seconds West and a chord distance of 180.83 feet;

THENCE along said curve to the left following the North ROW line of said F.M. No. 455 through a central angle of 28 degrees 49 minutes 12 seconds radius distance of 363.31 feet and arc distance of 182.75 feet to a 1/2 inch iron rod found for corner;

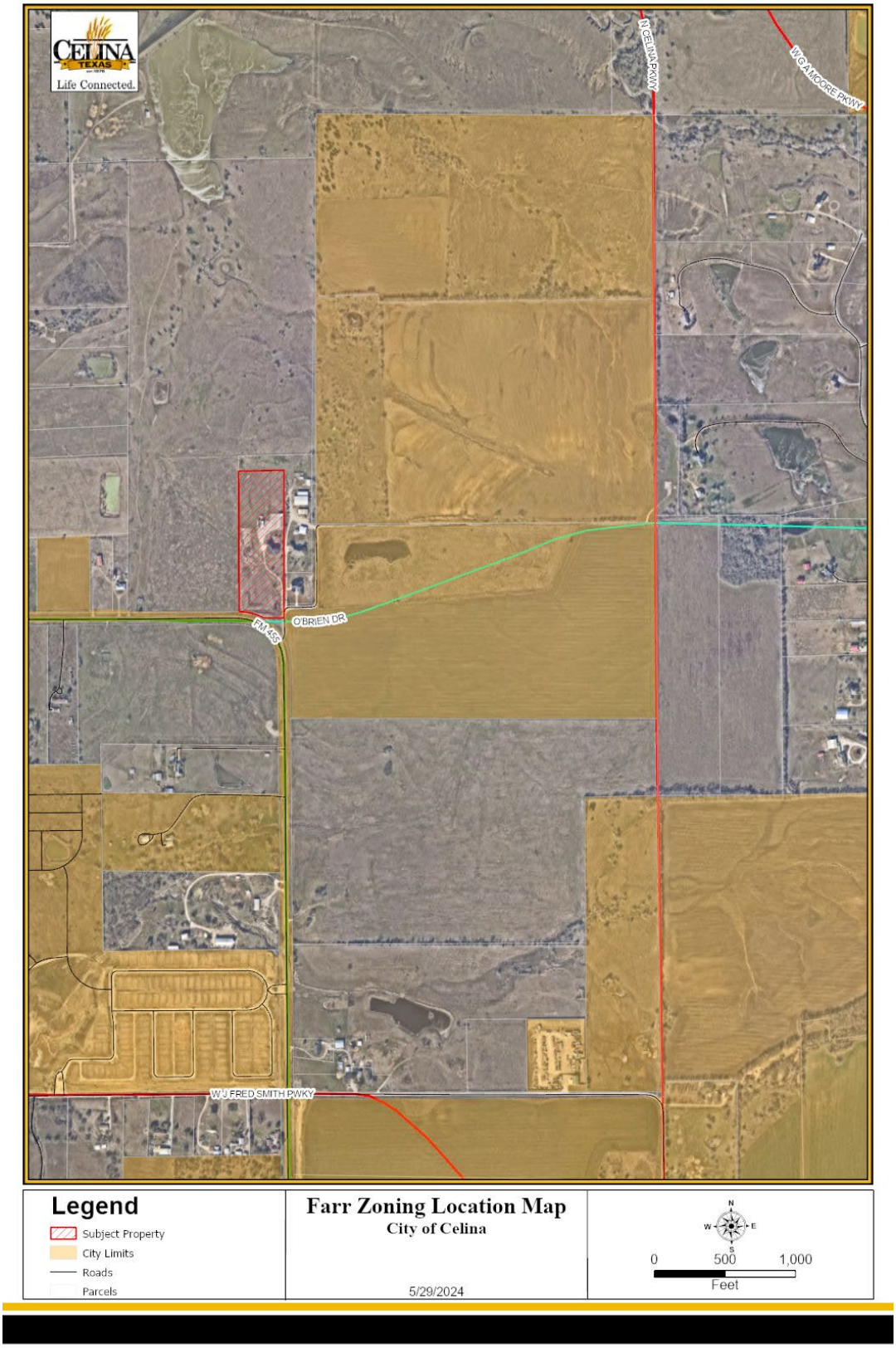
THENCE North 89 degrees 18 minutes 19 seconds West following the North ROW line of said F.M. No. 455 a distance of 1.76 feet to a 1/2 inch iron rod found for corner at the Southwest corner of said 13.714 acre tract;

THENCE North 00 degrees 53 minutes 22 seconds East following the East line of said 13.714 acre tract a distance of 993.83 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 43 minutes 36 seconds East a distance of 320.51 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 53 minutes 22 seconds West a distance of 792.96 feet to the POINT OF BEGINNING and containing 328,354 square feet or 7.538 acres of land, more or less.

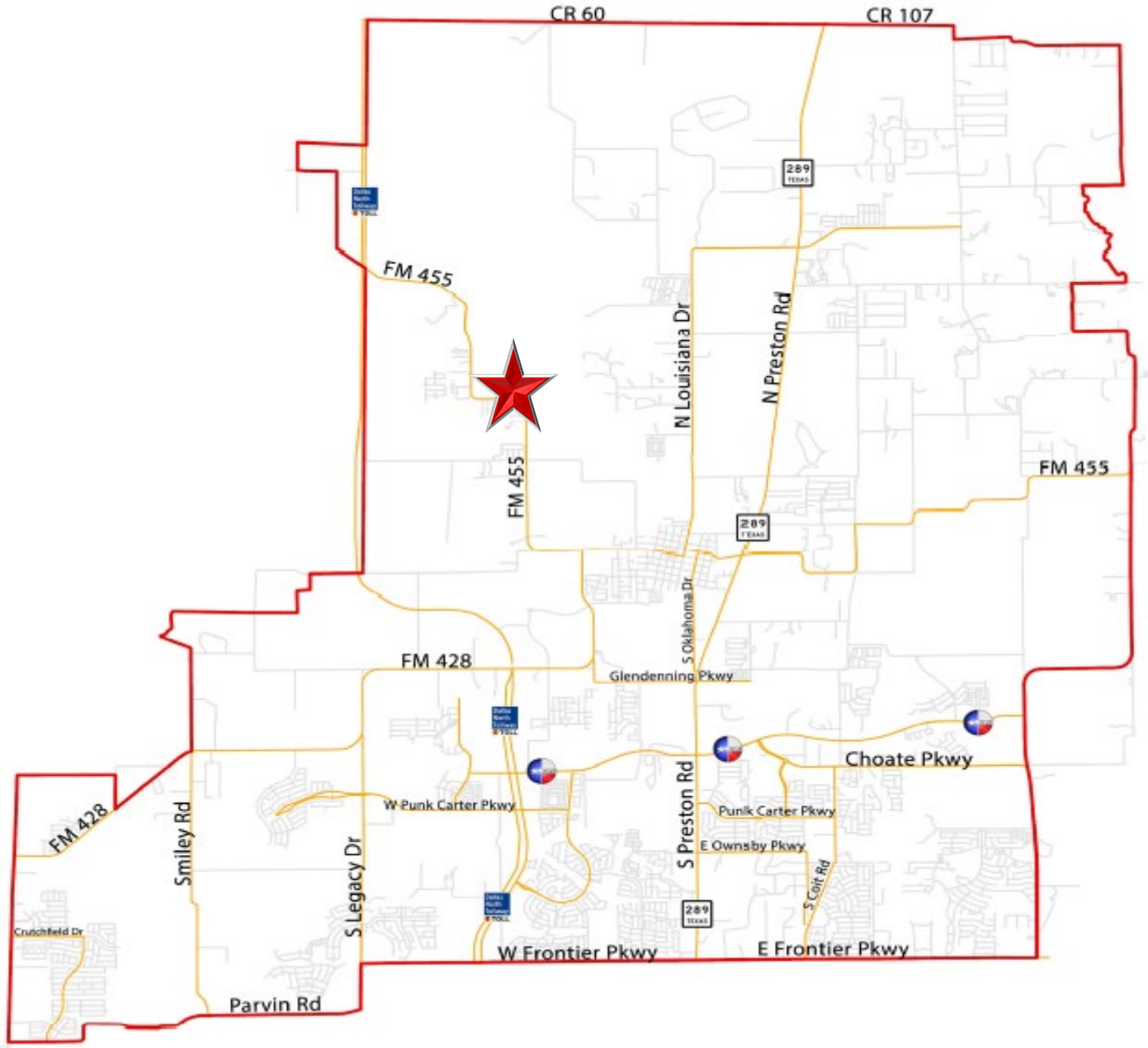
Exhibit B
Depiction of Property

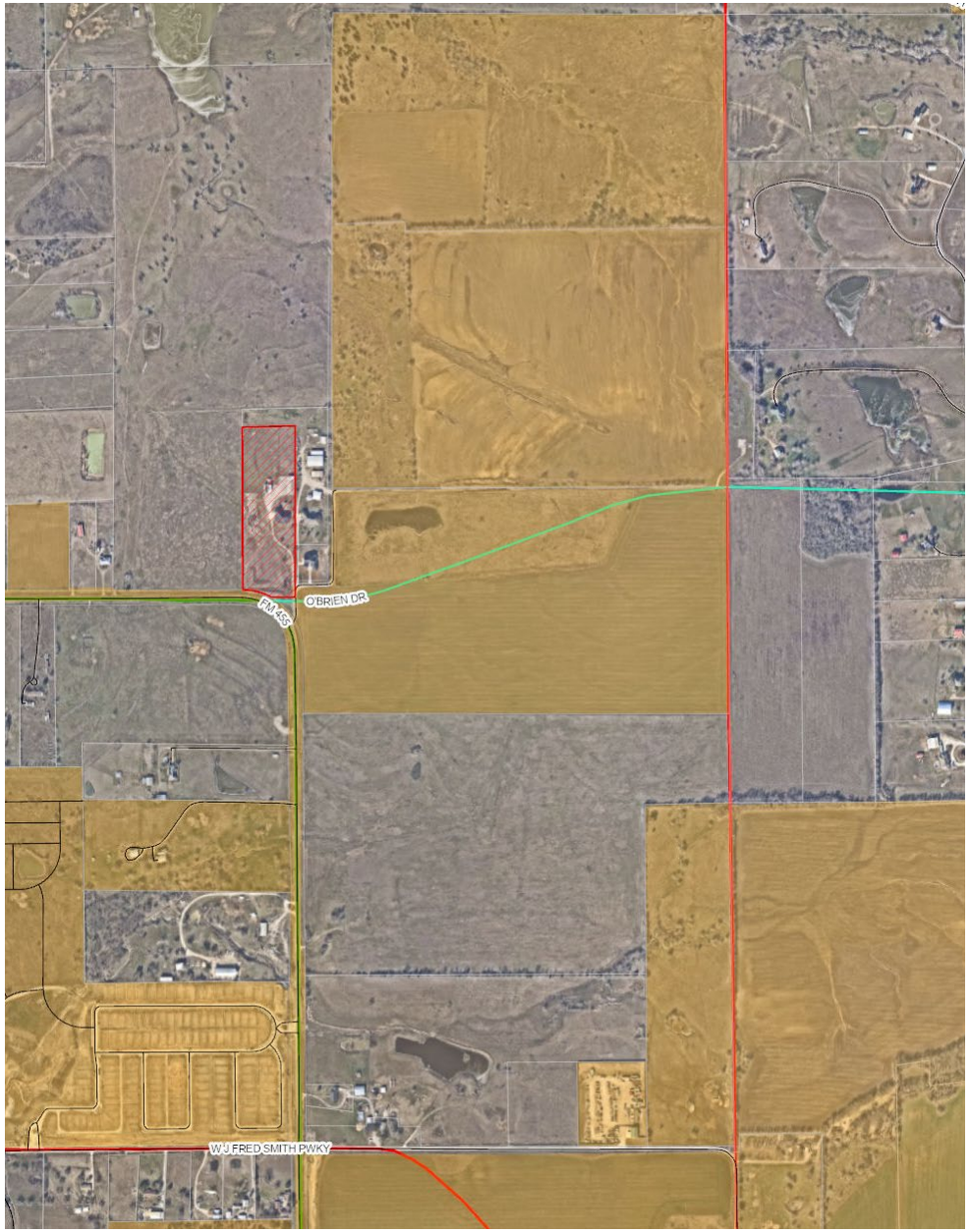


FARR TRACT

Annexation & Zoning

City Council
July 9, 2024


CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Owensby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive

BACKGROUND

- The subject property is approximately 8 acres and within the Extraterritorial Jurisdiction (ETJ)
- There is a pre-annexation agreement on the property that expires in August 2035
- The applicant is proposing a base zoning of Commercial, Office, & Retail District (C)
- The parcel west of the subject property is owned by Celina ISD and expected to develop as an elementary and/or middle school

POLICY CONSIDERATIONS

- The subject property is at the terminus of the intersection of two future 4-lane thoroughfares, which can accommodate non-residential uses
- The proposed annexation & zoning will give the City land use control over a parcel adjacent to a future Celina ISD school site
- There are no immediate plans to develop the property
- The governing pre-annexation agreement requires annexation & zoning prior to development

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommend approval at its regular meeting in June
- There was no public feedback at the public hearing
- Staff recommends approval as presented

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
Intiated by:	Dustin McAfee
Date:	July 9, 2024
Re:	Serenade - PD Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 414 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2), & Multi-Family, Urban Living District (MF-3) base zoning; generally located south of Marilee Road and approximately 1,400 feet east of Preston Road, within the City Limits. (Serenade – PD Zoning) (McAfee)

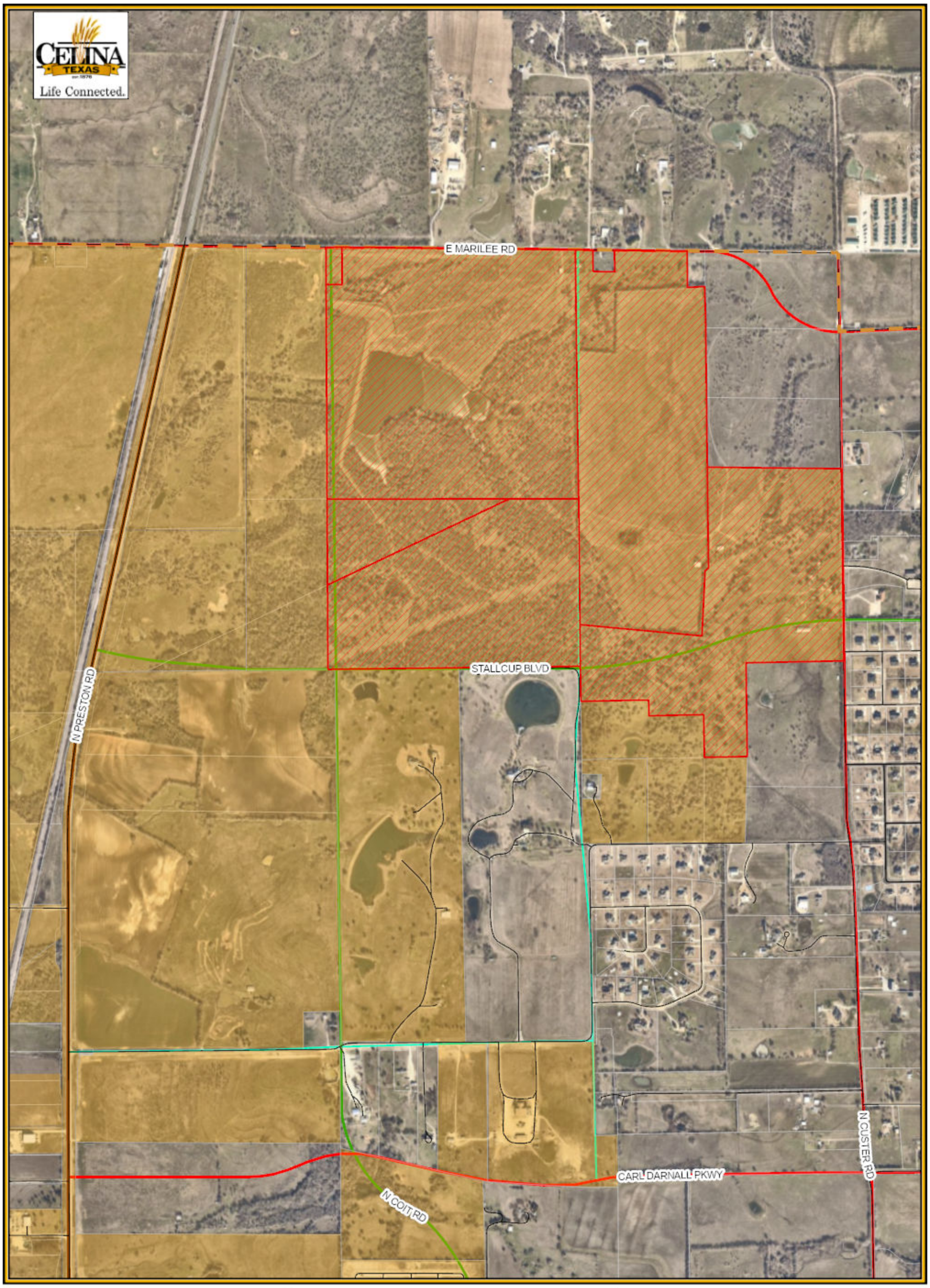
Background Information:
This request is to zone the property to a Planned Development (PD) on approximately 414 acres, generally located south of Marilee Road and approximately 1,400 feet east of Preston Road. In January 2022, a Development Agreement (DA) was approved. An amendment to the DA was approved in July 2023. The applicant's request is to zone the property to a PD with the same Development Regulations outlined in the previously approved Development Agreements. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Draft Ordinance
3. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented, per the governing Development Agreement.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Serenade Location Map

City of Celina

5/29/2024

N W E S

0 500 1,000

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2024-____
SERENADE
PLANNED DEVELOPMENT #152

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 414 ACRES LOCATED IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 247, THE B.B.B. & C. RAILWAY COMPANY SURVEY, ABSTRACT NO. 127, WILLIAM C. LEWIS SURVEY, ABSTRACT NO. 533, AND IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, ABSTRACT NO. 931, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF MARILEE ROAD AND APPROXIMATELY 1,400 FEET EAST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 152 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), MULTI-FAMILY, HORIZONTAL DISTRICT (MF-0), MULTI-FAMILY, URBAN EDGE DISTRICT (MF-2), AND MULTI-FAMILY, URBAN LIVING DISTRICT (MF-3); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Development Regulations; Concept Plan; Open Space, Parks, Trails, and Amenities Plans; Fencing Plan; and Street Sections set forth in Exhibits "C", "D", "E", "F", and "G" respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 152 with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2), and Multi-Family, Urban Living District (MF-3), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Development Regulations
Exhibit D:	Concept Plan
Exhibit E:	Open Space, Parks, Trails, Amenities Plan
Exhibit F:	Fencing Plan
Exhibit G:	Street Sections

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 152 with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential,

Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2), and Multi-Family, Urban Living District (MF-3), and incorporates the Development Regulations; Concept Plan; Open Space, Parks, Trails, and Amenities Plan; Fencing Plan; and Street Sections set forth in Exhibits "C", "D", "E", "F", and "G" respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

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The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of July, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

SERENADE DESCRIPTION – 413.891 ACRES

BEING A TRACT OF LAND, SITUATED IN JOHN DAVIS SURVEY, ABSTRACT NO. 247, THE B.B.B. & C. RAILWAY COMPANY SURVEY, ABSTRACT NO. 127, WILLIAM C. LEWIS SURVEY, ABSTRACT NO. 533, AND IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, ABSTRACT NO. 931 IN CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO HC CELINA 414, LLC, AS RECORDED IN INSTRUMENT NO. 20201230002363580, AND TO KIM RADECKI RECORDED IN INSTRUMENT NO. 2022-000130907 BOTH OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID RADECKI TRACT, SAME POINT BEING IN THE APPROXIMATE CENTER OF COUNTY ROAD 107/MARILEE ROAD (RIGHT OF WAY WIDTH UNKNOWN, RECORD NOT FOUND);

THENCE, ALONG THE NORTH LINE OF SAID RADECKI TRACT AND HC CELINA TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 89°21'56" E, ALONG THE APPROXIMATE CENTER OF COUNTY ROAD 107/MARILEE ROAD, A DISTANCE OF 2579.68 FEET (DEED = 2579.69 FEET);

S 00°39'21" E, DEPARTING THE APPOXIMATE CENTER OF COUNTY ROAD 107/MARILEE ROAD PASSING A FOUND 1/2-INCH IRON ROD A DISTANCE OF 14.91 FEET, IN ALL, A TOAL DISTANCE OF 208.71 FEET;

S 89°21'56" E, A DISTANCE OF 208.76 FEET;

N 00°39'21" W, PASSING A 1/2-INCH IRON ROD AT A DISTANCE OF 193.64 FEET, IN ALL, A TOTAL DISTANCE OF 208.71 FEET TO THE APPROXIMATE CENTER OF COUNTY ROAD 107/MARILEE ROAD;

S 89°21'56" E, AND ALONG THE APPROXIMATE CENTER OF COUNTY ROAD 107/MARILEE ROAD, A DISTANCE OF 701.77 FEET (DEED = 701.69 FEET) FROM WHICH A FOUND MAG NAIL AT THE APPROXIMATE INTERSECTION OF COUNTY ROAD 107/MARILEE ROAD AND PRESTON ROAD BEARS S 89°21'43"E, A DISTANCE OF 1464.13 FEET;

THENCE, DEPARTING THE APPROXIMATE CENTER OF COUNTY ROAD 107/MARILEE ROAD, ALONG THE EAST LINE OF SAID HC CELINA TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 00°39'18" E, A DISTANCE OF 353.37 FEET;

N 86°37'26" E, A DISTANCE OF 171.22 FEET (DEED = N 86°37'23" E);

S 00°39'18" E, PASSING A 1/2-INCH IRON ROD AT A DISTANCE OF 400.51, AND PASSING A 1/2-INCH IRON ROD AT A DISTANCE OF 1074.04 FEET, IN ALL, A TOTAL DISTANCE OF 1746.66 FEET TO A 1/2-INCH IRON ROD FOUND (DEED = S 00°39'21");

S 89°21'56" E, PASSING A FOUND 1/2-INCH IRON ROD FOR THE WEST RIGHT-OF-WAY LINE OF PRESTON ROAD (RIGHT OF WAY WIDTH UNKNOWN, NOT FOUND) AT A DISTANCE OF 1266.23 FEET, IN ALL, A TOTAL DISTANCE OF 1296.34 FEET (DEED=1296.39 FEET) TO THE APPROXIMATE CENTER OF PRESTON ROAD;

S 00°47'36" E, ALONG THE APROXIMATE CENTER OF PRESTON ROAD A DISTANCE OF 1476.44 FEET TO THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING PRESTON ROAD AND ALONG THE SOUTH LINE OF SAID HC CELINA TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 88°49'57" W, A DISTANCE OF 948.42 FEET (DEED = 948.30 FEET);

S 00°45'39" E, A DISTANCE OF 905.16 FEET (DEED = S 00°44'16" E – 905.28 FEET);

S 88°49'58" W, A DISTANCE OF 416.15 FEET (DEED = 415.91 FEET);

N 00°45'23" W, A DISTANCE OF 412.76 FEET (DEED = 413.01 FEET);

S 88°49'58" W, A DISTANCE OF 528.97 FEET (DEED = 529.56 FEET);

N 00°41'46" W, A DISTANCE OF 153.11 FEET (DEED = 152.89 FEET);

S 88°49'58" W, A DISTANCE OF 657.02 FEET (DEED = 656.73 FEET);

N 00°39'11" W, A DISTANCE OF 338.92 FEET (DEED = 338.79 FEET);

S 89°17'50" W, A DISTANCE OF 2439.27 FEET (DEED = 2438.96 FEET) TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT ALONG THE WEST LINE OF SAID HC CELINA TRACT, N 00°16'10" W, A DISTANCE OF 4082.13 FEET TO THE **POINT OF BEGINNING** AND **CONTAINING** 413.891 OF AN ACRE/ACRES OR 18,029,096. SQUARE FEET OF LAND MORE OR LESS.

Exhibit B
Depiction of Property

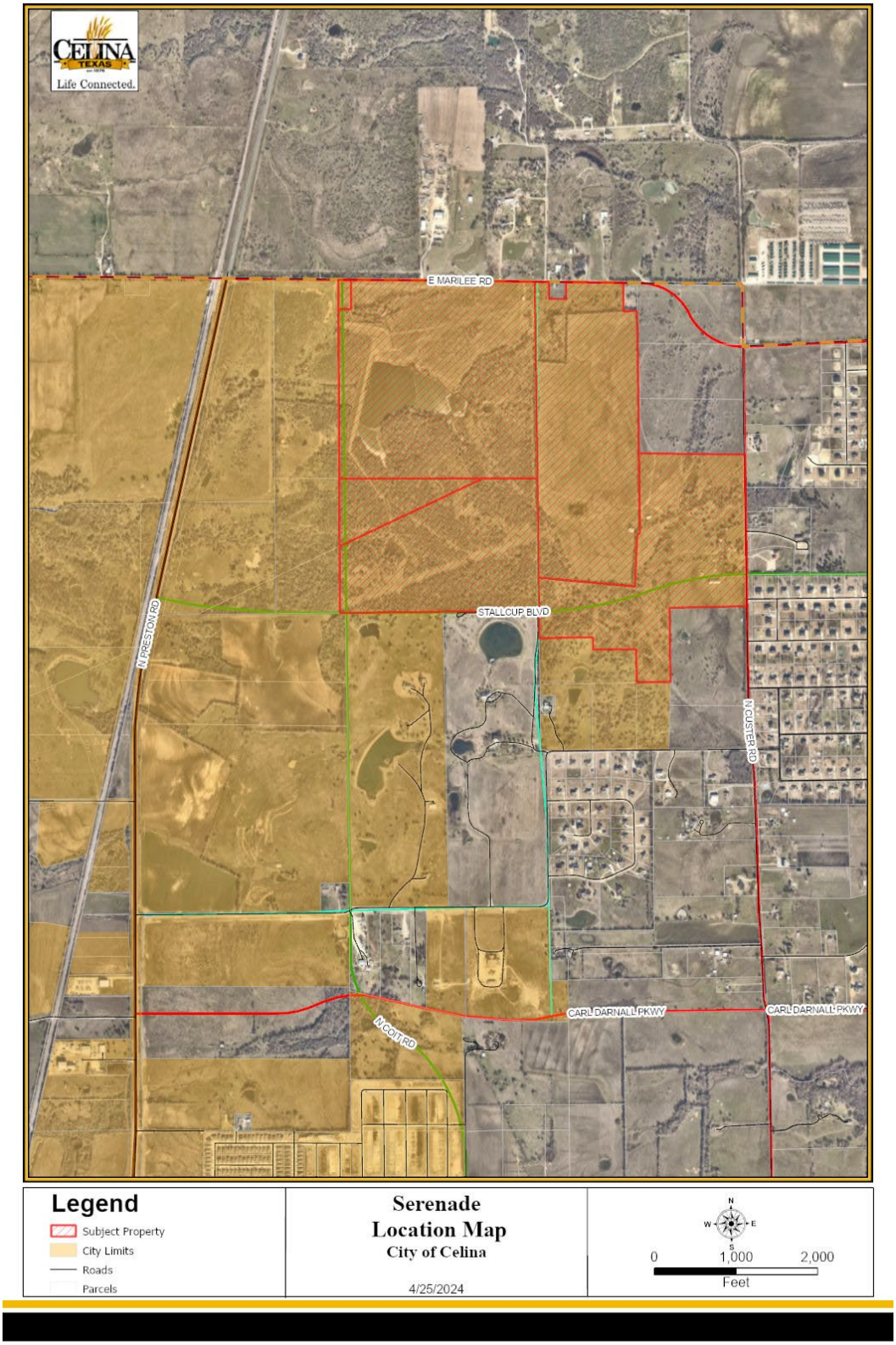


Exhibit C
Development Regulations

1) Concept Plan and Development Regulations. The Property shall generally comply with the Concept Plan, as it exists or may be amended; however, single family residential development (attached or detached) shall be permitted at any location shown for development of single family residential or shown as "flex area" on the Concept Plan notwithstanding anything to the contrary in this Agreement or on the Concept Plan. The Concept Plan meets the intent of the City's Comprehensive Plan and Neighborhood Vision Book.

2) Permitted Uses. The base zoning district for "residential" areas shown on the Concept Plan shall be SF-R. The base zoning district for the flex area shown on the Concept Plan shall be SF-R for single family attached or detached development; MF-0 (Horizontal) as defined in Section 3(b) below ("MF-0 Standards") for single family rentals (build to rent); and MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option) for multifamily development. The following uses shall be permitted by right: (a) single family detached residential; (b) single family attached residential, duplex, triplex, and 4-plex; (c) single family rentals (defined as multiple detached dwelling units on a single platted lot known as build-to-rent), which are only permitted in the "flex area" on the Concept Plan; (d) multifamily, which is only permitted in the "flex area" on the Concept plan; (e) parks, open space, amenities, and schools; and (f) all other uses permitted in the base zoning district, as set forth in the City of Celina Comprehensive Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), which shall be allowed to the same extent such other uses are permitted in the base zoning district (e.g., by right, by specific use permit, subject to specific criteria, and/or subject to conditions). In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control. At full buildout, at least ten percent of all single family detached homes shall be on lots that are 70 feet in width or greater and in addition to that ten percent, at least 40 percent of single family homes shall be on lots that are 50 feet in width or greater, and the remaining single family homes shall be on lots that are 20 feet in width or greater. Except as otherwise provided for the Additional Land and otherwise provided below, a maximum of 1,100 single family attached and detached dwelling units are permitted on the Property. A maximum of 62.7 acres within the Property may be developed as a flex area, and if the flex area is developed as single family, a maximum of 355 single family units (attached and/or detached) are permitted in addition to the 1,100 units described above in this section.

3) Development Standards.

   a) Single Family Residential (Attached or Detached). Single family residential dwelling units and duplex, triplex, and 4-plex units shall be developed in accordance with the SF-R, Single- Family Residential Detached base zoning district, as set forth in the Zoning Ordinance, except as follows:

      i) The Development Standards Table and notes that accompany it on Attachment 1 to this exhibit shall apply. The lot sizes, setbacks, height, coverage, and dwelling unit size requirements on Attachment 1 are the exclusive such standards applicable to single family attached and detached development.

ii) Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

b) Single Family Rentals (Build to Rent). Single family rentals (also known as build to rent or multifamily horizontal) shall comply with the following standards which are defined herein as the MF-O Standards:

i) The maximum overall density of this use shall not exceed 12 dwelling units per gross acre within the platted lot.

ii) The maximum building height shall be 36 feet and two stories.

iii) Wooden privacy residential fences are permitted within required landscape setbacks, except for landscape setbacks along public right-of-way. Required perimeter trees shall be installed in within landscape setbacks. Yard space may be divided by a six-foot wooden fence or other material of equal or better quality approved by the Director of Development.

iv) A minimum of 1.5 parking spaces shall be required per dwelling unit located anywhere within the platted lot. Garages are not required.

v) All dwelling units shall be constructed of at least 80 percent brick or stone, with the remainder permitted to be stucco or cementitious fiber-board; however, the Director of Development Services may approve deviations from this requirement to allow more cementitious fiber-board or less than 80 percent brick or stone for craftsman architecture or other types of architecture, such as contemporary or modern farmhouse design, if the proposed deviation will not adversely affect adjacent property. This paragraph shall constitute the exclusive building material requirement for single family rentals (build to rent) uses.

vi) No building setback shall apply to this use, although landscape buffer requirements shall apply and may affect building placement.

vii) No maximum lot coverage requirement or floor area ratio limitations shall apply.

viii) This use shall be considered a multifamily uses for purposes of applying the applicable provisions of the Zoning Ordinance.

ix) Alleys are not required for this use.

c) Multifamily. Multifamily uses shall comply with the zoning district regulations applicable to property located in the MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option), as set forth in the Zoning Ordinance. Alleys are not required for this use.

4) Parks, Open Space, Trails, and Amenities.

a) Parks and open space areas shall be designated on approved plats and shall generally comply with the City's Master Trail Plan, as modified by the Open Space, Parks, Trails, and Amenities Plan attached as **Exhibit E**, although no trails shall be required in the floodplain. Trails shall be constructed in phases with each plat as shown on **Exhibit E** and otherwise in accordance with the City Regulations; however, the exact location of trails shown on **Exhibit E** is conceptual and subject to modification at the time of final design and platting, with City approval of final trail locations not to be unreasonably withheld. Construction of trails and landscaping around the Lake Park is not required. The trails shown on **Exhibit E** shall consist of a combination of 12-foot wide concrete spine trails and 8-foot wide concrete trails along gas easements and in other locations, as shown on **Exhibit E**. Sidewalks and landscape buffers shall be provided adjacent to arterials and collectors as required by the City Regulations. Park locations shown on **Exhibit E** are intended to be conceptual at this time and shall be finalized at the time of final design and platting, with City approval of the final park locations not to be unreasonably withheld. The City shall maintain all 12-foot wide trails and all trails that are adjacent to a thoroughfare, and the District or a homeowners association shall own and maintain all open space areas and trails designated on approved plats that are not dedicated to the City. If the District is dissolved, all open space areas and trails that were maintained by the District shall thereafter be maintained by the homeowners association. A homeowners association shall own and maintain the pavilion within the open space.

b) With respect to open space, the spirit and intent of the Neighborhood Vision Book must be met with reasonable exceptions taking into consideration the extensive open space provided with the soil conservation pond floodplain.

c) The following amenities are required to be started within 30 days after the date a building permit is issued by the City authorizing construction of the 100th single family attached or detached residence within the Property and completed within 24 months of the start of construction, unless extended by the City Manager with each extension granted by the City Manager to be limited to six months:

   i) A pavilion and a swimming pool.

   ii) A dog park;

   iii) Fire pits and/or outdoor grills;

   iv) A minimum of two dog waste stations;

   v) Trash cans; and

   vi) Park signage.

d) If the amenities described above in this section are not timely commenced or completed, no new plat for any portion of the Property may be approved until the amenities are completed. If the City Manager denies an extension of the deadline to complete the amenities described in this section, such denial may be appealed to the City Council.

e) The requirements in this section are the exclusive requirements for parks, open space, trails, and other amenities, and no other park land dedication, park fee, park improvement, trail, open space, or amenity requirements shall apply to the Property

5) Tree Preservation. No tree preservation or mitigation requirements shall apply to the Property.

6) Fencing Exhibit. Compliance with the fencing exhibit attached as **Exhibit F** shall be required.

7) Neighborhood Vision Book. Compliance with the Neighborhood Vision Book component of the Zoning Ordinance is required except as modified by these Development Regulations or otherwise approved by the Director of Development, including the following modifications:

a) Entrance signs may exceed sign text size limitations. Front loaded garages shall be allowed to comprise more than 50 percent of the front building elevation.

b) The proposed amenity center improvements shall satisfy minimum shade coverage requirements and amenity center components.

c) At the time of platting, all parks and open space areas shown on a plat shall be located within 1,500 feet of the nearest boundary of a lot intended for a residential use, which shall be the only spacing requirement that applies to parks, open spaces, and residences.

d) The requirement for 600 foot maximum block lengths without a break shall not apply.

e) Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

f) The street sections on **Exhibit G** control in the event of a conflict with the parkway width requirements in the Neighborhood Vision Book.

g) An ornamental tree is defined on the City's approved tree list and shall include a Crape Myrtle, a Vitex, and a Redbud, and shall be a minimum size of three inches.

h) The maximum project sign text requirement of 45 square feet in are and two feet in height does not apply to residential projects.

i) The requirement for variable setbacks to be permitted and encouraged so long as the minimum setbacks are respected, and the maximum setback does not exceed more than 1.5 times the minimum setback, does not apply to residential projects.

j) The requirement that front loaded garages shall not comprise more than 50 percent of the front building elevation does not apply.

k) Amenity centers will include outdoor shaded areas by utilizing a covered porch, a shade pavilion, Sunbrella shade awnings, or any combination of these options, which shall satisfy all Neighborhood Vision Book requirements for shaded areas.

l) In instances where the Neighborhood Vision Book requires trees to be planted in an existing easement that will include sidewalks, trees may be planted in adjacent rear yards in lieu of within the easement if the easement holder will not permit the planting of trees within the easement.

8) Architecture. The Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended, consistent with Section 3.2 of the Development Agreement.

9) Miscellaneous Items. The following modifications to the City Regulations shall apply:

a) When determining the downstream assessment, if the existing SCS dam is removed, the City of Celina will consider the pre-existing flows from the development as if the dam was not in place.

b) The minimum slope within the detention pond shall be four-to-one (4:1) slope.

c) A 10-foot access easement shall be on one side of an excavated open channel measured from the edge of channel.

d) The requirement for 4" or (6" in rock) suitable loam topsoil to be furnished and installed in areas behind the curb is waived.

e) Tree preservation and tree survey requirements shall be waived.

f) Screening around retention/detention ponds and open spaces shall not be required.

g) Subdivision Ordinance Section 10.03.081(d)(3)(B): This requirement (related to residential lots adjacent to a park) is waived.

h) Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

i) Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

j) Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

k) HardiPlank shall be allowed on any structural element above the roofline.

l) Tree survey requirements are waived.

m) Retention (wet ponds) shall be designed in a manner to be an amenity to the development by providing a 4:1 slope, a large canopy tree for each 75 linear feet of the perimeter, benches, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.

n) Fencing, related to safety, around the perimeter of a retention/detention pond is waived.

o) The City shall accept the addition of the following plant materials in addition to the items on the City's plant list: Large Canopy Trees: Mexican White Oak and Urbanite Ash; Small Ornamental Tree: Canaert Juniper; Eagleston Holly and Flameleaf Sumac; Screening Shrubs: Chinese Privet, Sunshine Ligustrum, Spirea, and Gulfstream Nandina. An ornamental tree may also include a Crape Myrtle, a Vitex, and a Redbud.

p) Upon release within the Property of any easement held by the Collin County Soil and Water Conservation District, such former easement area shall be regulated as a detention or retention area under the applicable detention/retention regulations pursuant to the Development Agreement, and the District shall own and maintain such former easement area.

q) When the Owner constructs a portion of the full section of any Roadway Improvements, the Owner will obtain a bid for the cost for landscaping for the full section, and the Owner will be required to escrow one-half of the bid amount.

r) A minimum 10-foot wide landscape easement is required along the internal collector shown on **Exhibit G**. A minimum 20-foot wide landscape buffer is required along the Owner's portion of the Stallcup Boulevard Roadway Improvements. A minimum 20-foot wide landscape buffer is required along the Marilee Road Roadway Improvements.

s) Subdivision Ordinance Section 10.03.076(c): The requirement in this section for a 10-foot wide buffer or landscape easement does not apply to the Property.

t) Subdivision Ordinance Section 10.03.076(g)(1)(iii) Residential Fences Adjacent to Streets: The fencing plan on **Exhibit F** shall control in the event of a conflict with this section, and the City Manager or his or her designee may approve alternative fencing materials to those shown on **Exhibit F** (including, but not limited to composite or vinyl fencing), in lieu of the materials required by Section 10.03.076(g)(1)(iii) to the extent that section applies.

u) Bollards may be utilized to block vehicular traffic from trails.

v) Streets adjacent to parks and open spaces shall be designed and constructed as typical residential streets with 31 feet of width.

w) For Streetscape Furniture Colors, lighter colors may be approved by the City Manager or his or her designee.

x) The Owner may opt to follow either the "Chapter 212 Process" or the "Alternative Process" in the Master Fee Chart.

Attachment 1 to Exhibit C
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-A	Single Family Attached (villa homesites)	1400	20	70	2	15	12	0	10	5	None	1200	Attached garage product
SF-A	Single Family Attached (villa homesites)	1600	20	80	2	15	12	0	10	5	None	1200	Detached garage product
SF-A	Duplex Triplex 4-Plex	8000	80	100	2	12	12	5	10	5	None	1100	
SF-D1	Single Family Detached (garden homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1200	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum

[1] Buildings shall not be located within 15 feet of the curb on the corner side of the lot.

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
													of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (paseo homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (cottage homesites) (cluster home)	3150	35	90	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
													feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *Product type only

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
													allowed when rear yard is adjacent to a park or open space.
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	12	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *
SF-D2	Single Family Detached (courtyard homesites)	4000	50	80	2	8	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites	5000	50	100	2	5	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
	side drive: attached/detached garage)												required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	100	2	5	20	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D3	Single Family Detached (manor homesites)	6000	60	100	2	4	12	5	10	5	None	2000	
SF-D4	Single Family Detached (chateau homesites)	7000	70	100	2	3.5	12	5	10	5	None	2400	

**The minimum front yard setback for all rear entry homes shall be 12 feet.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

Exception to minimum setback: Minimum side setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

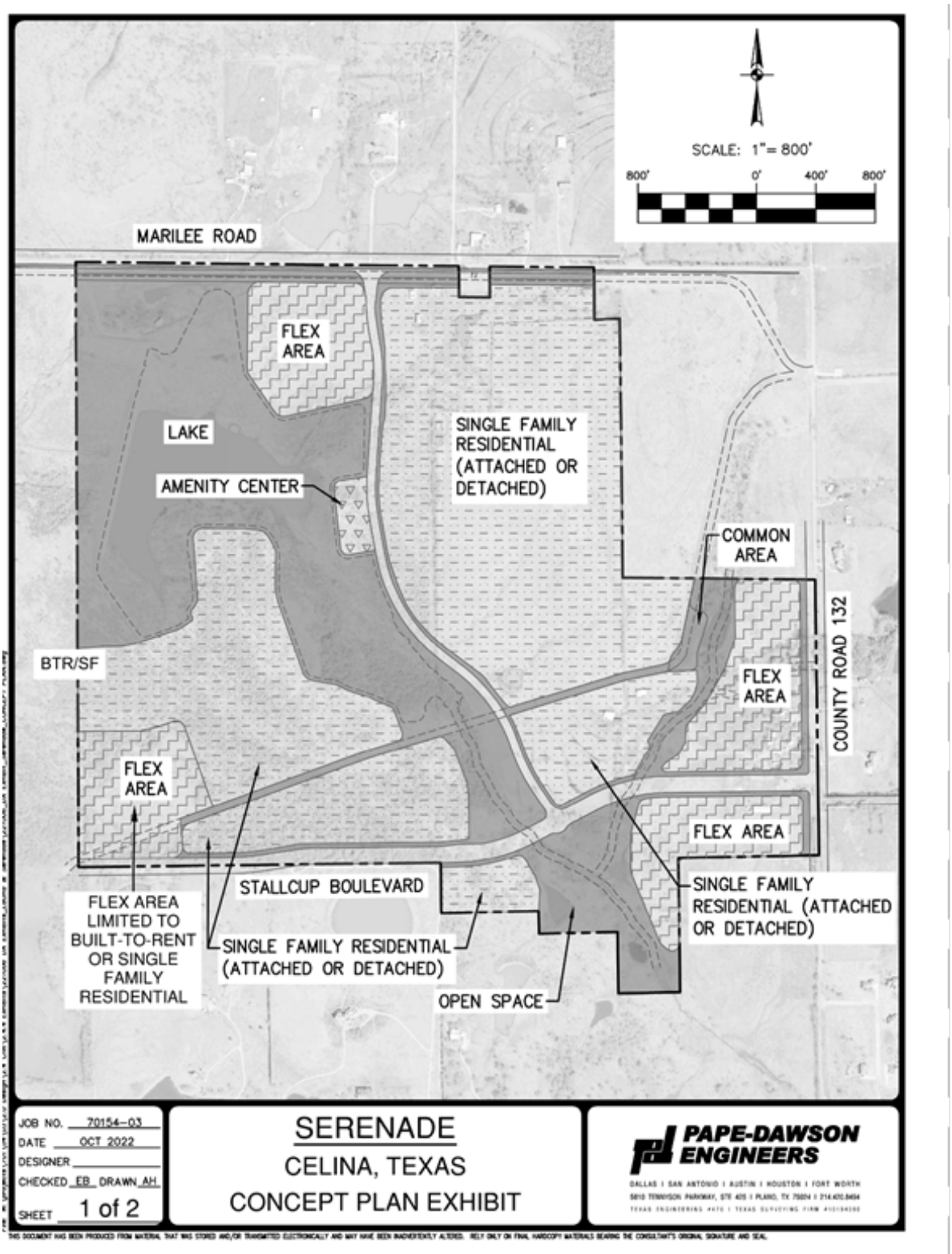
Permitted encroachments into setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot setback and the side with the ten foot setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

A maximum of eight single family attached units may be attached without a building separation.

Exhibit D
Concept Plan



LAND USE SUMMARY

	SINGLE FAMILY RESIDENTIAL (ATTACHED OR DETATCHED) 184.1 AC.
	FLEX AREA - 62.7 AC.
	AMENITY CENTER - 2.5 AC.
	OPEN SPACE - 164.6 AC.
TOTAL	413.9 AC.

JOB NO. 70154-03
DATE OCT 2022
DESIGNER
CHECKED EB DRAWN AH
SHEET 2 of 2

SERENADE
CELINA, TEXAS
CONCEPT PLAN EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.0484
TEXAS ENGINEERING #470 | TEXAS SURVEYING FIRM #10194300

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Exhibit E
Open Space, Parks, Trails, Amenities Plan

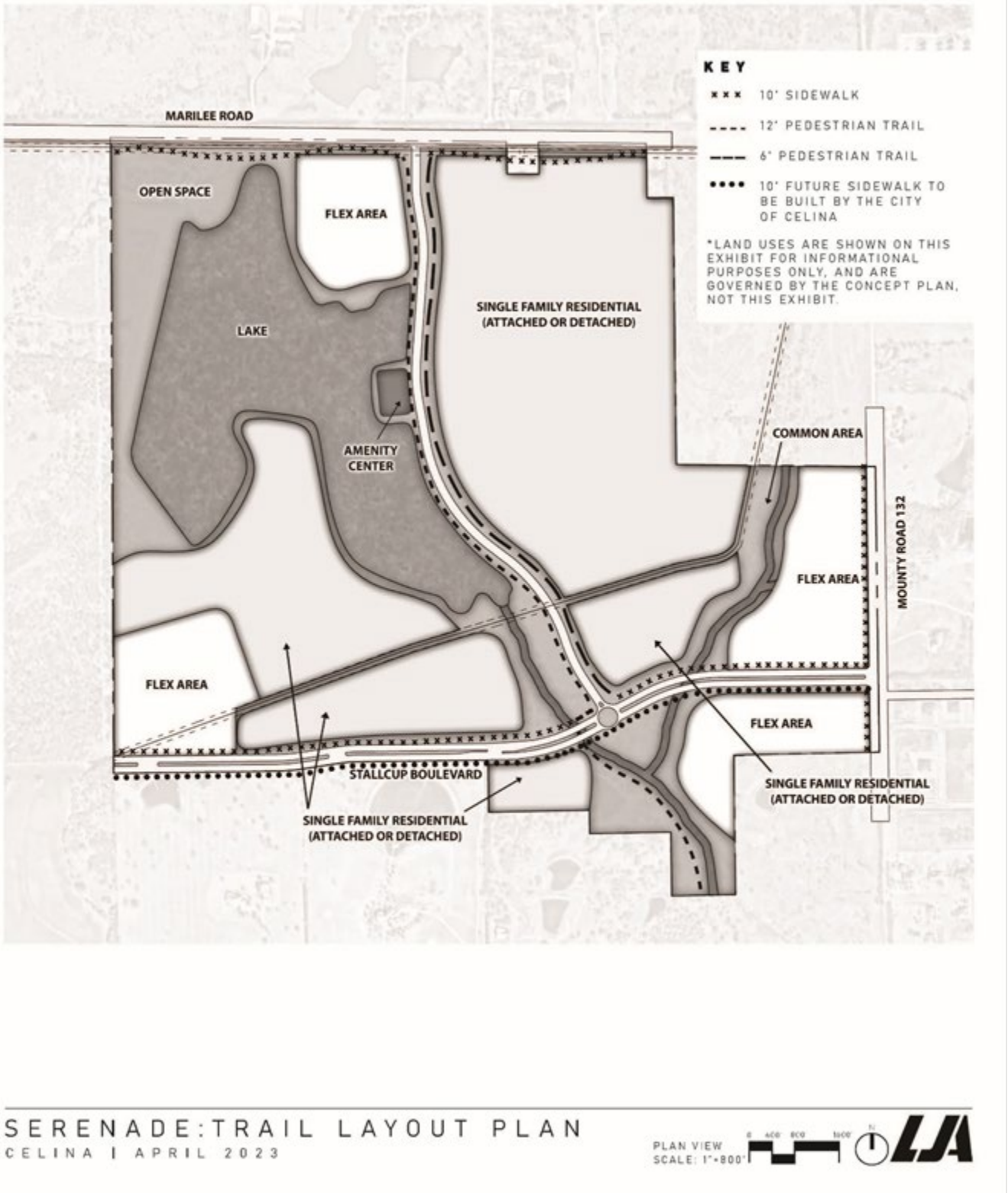
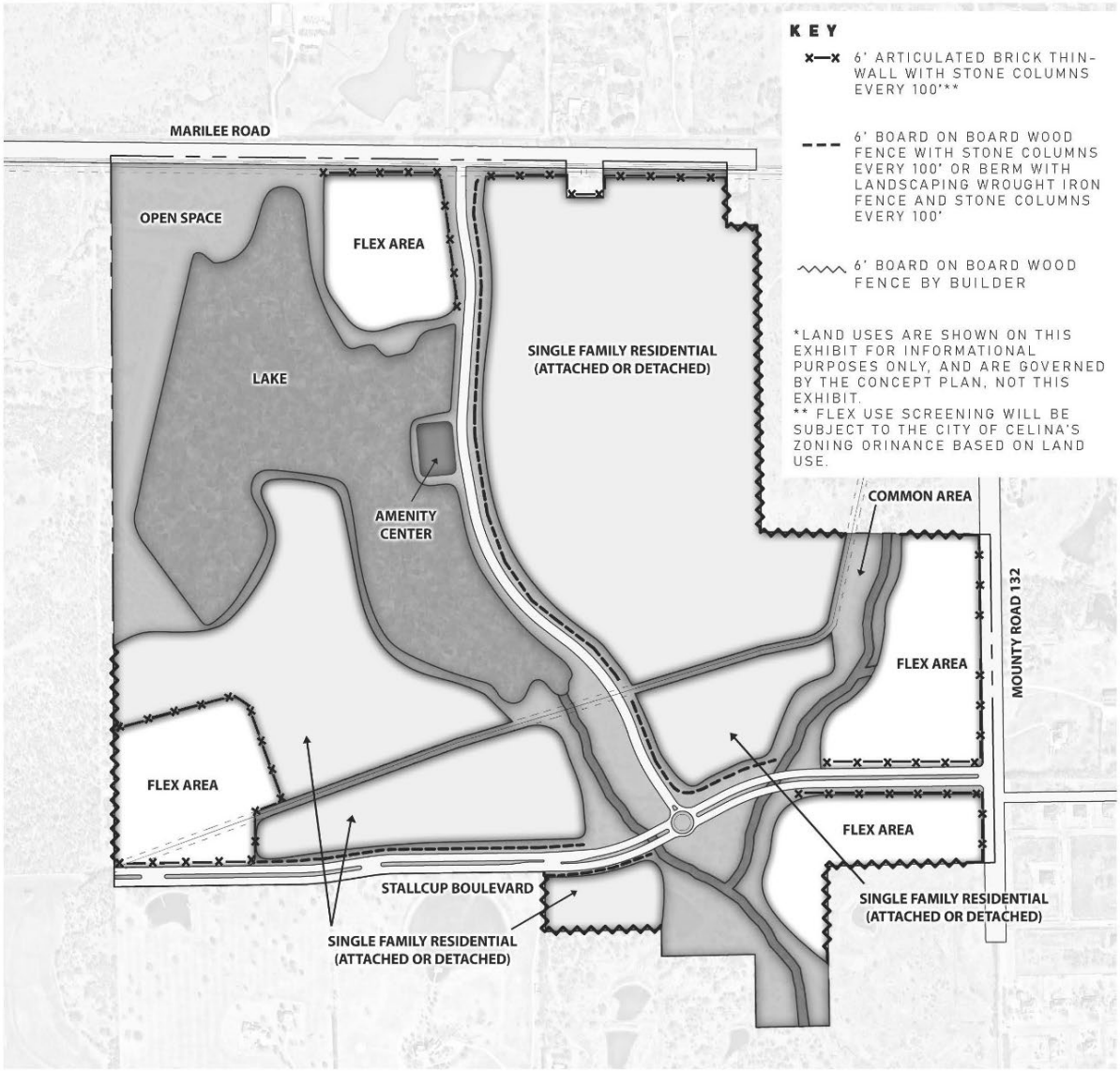


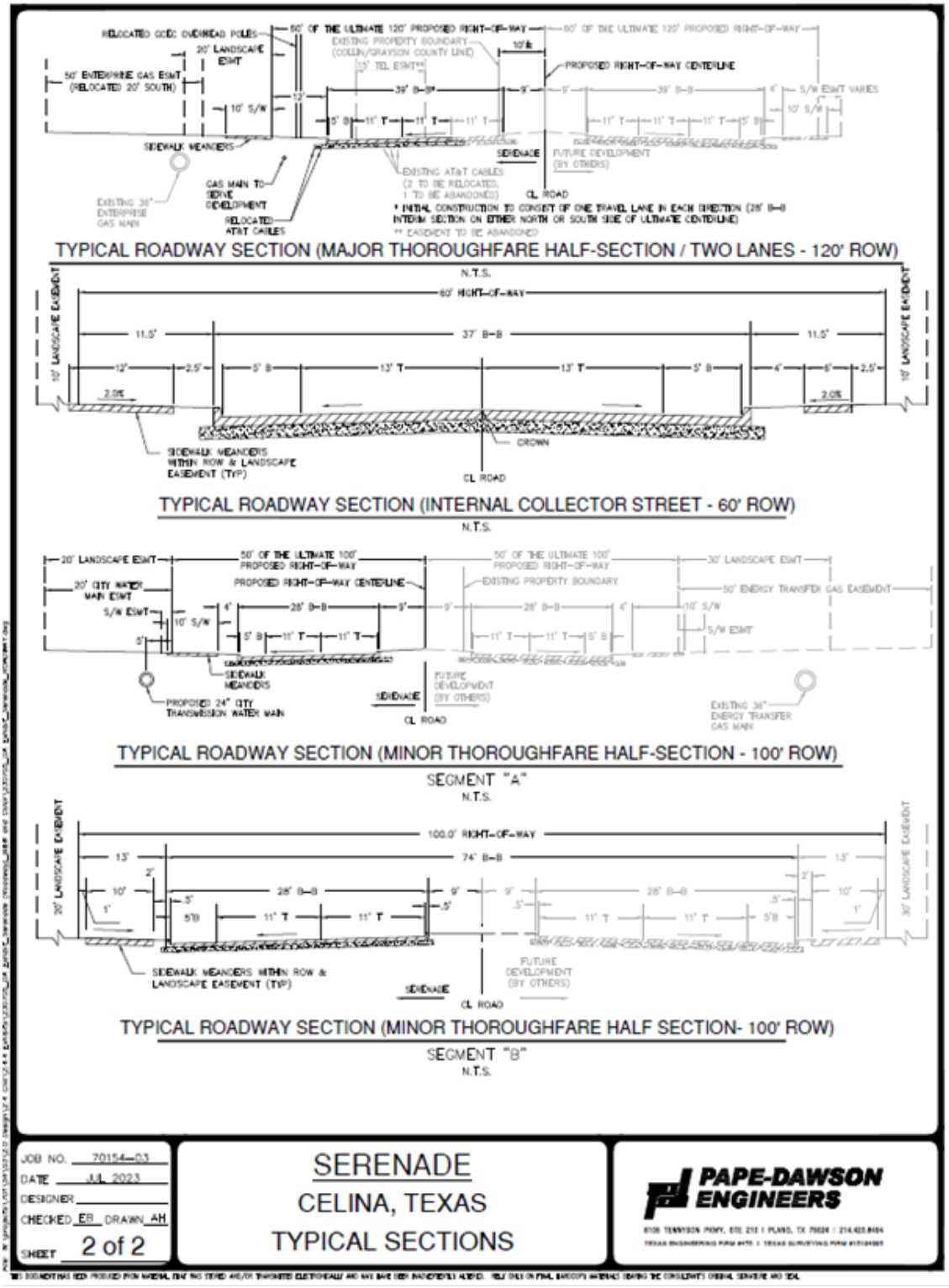
Exhibit F
Fencing Plan



SERENADE: FENCING PLAN
CELINA | APRIL 2023

PLAN VIEW
SCALE: 1"=800'

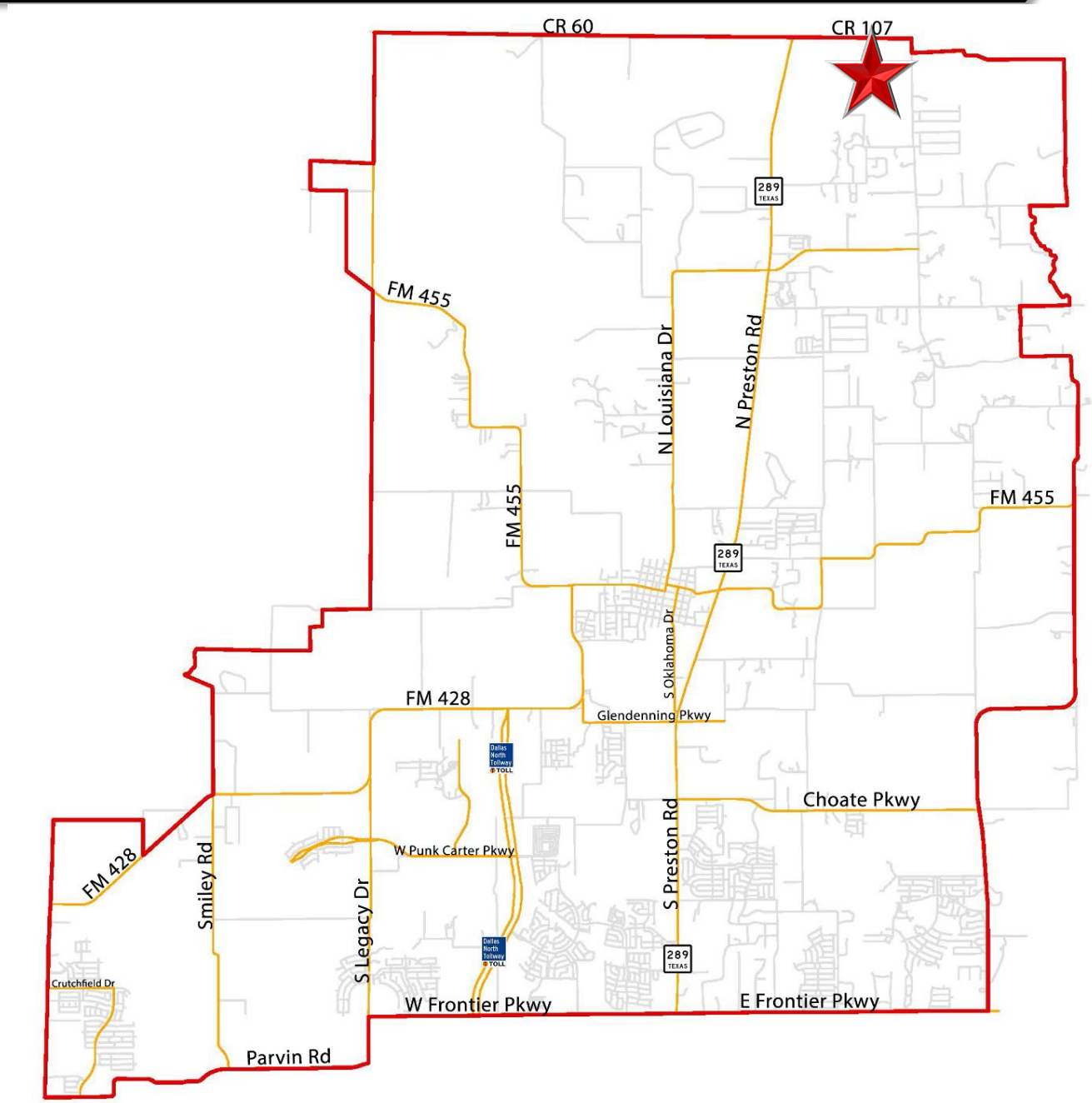
Exhibit G
Street Sections



SERENADE

PD Zoning

City Council
July 9, 2024


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
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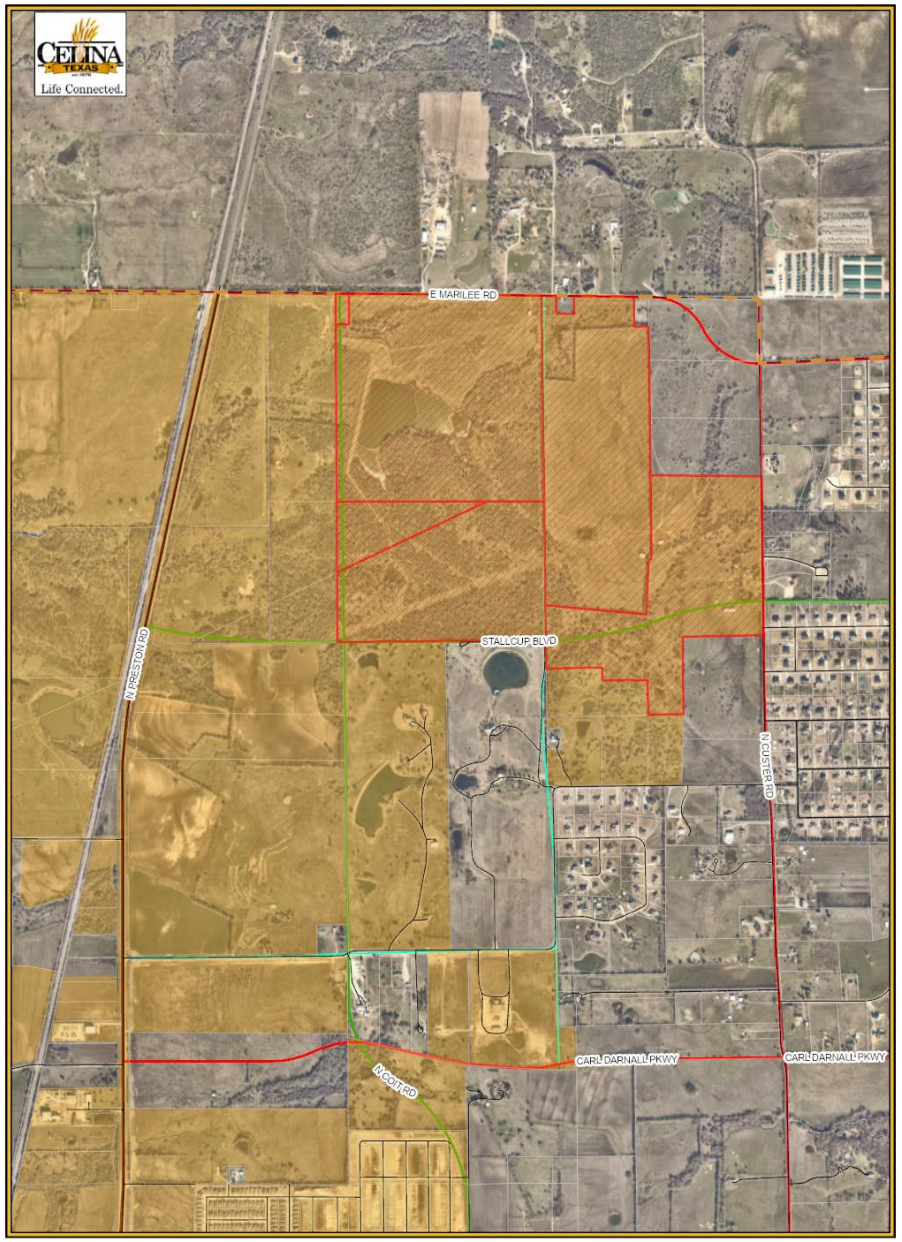
Parvin Rd



LOCATION MAP

The subject property is generally located south of Marilee Road and approximately 1,400 feet east of Preston Road

BACKGROUND

- The subject property is approximately 414 acres and within the City Limits
- A Development Agreement (DA) was approved in January 2022
- A DA amendment was approved in July 2023
- The applicant's request is to zone the property to a Planned Development (PD) with the same Development Regulations outlined in the previously approved Development Agreements

PROJECT OVERVIEW

- A maximum of 1,100 single-family attached and detached dwelling units are permitted on the Property
- A maximum of 63 acres may be developed as a Flex area
  - If the flex area is developed as single-family, a maximum of 355 single-family units are permitted in addition to the 1,100 units
  - Flex land uses may include single-family, multi-family, and commercial uses, per the governing Development Agreement

CONCEPT PLAN

POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreements
- City standards apply (architecture, landscape, etc.)
- Diverse lot mix & housing types, per the Comprehensive Plan

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- There was no public feedback at the public hearing
- Staff recommends approval as presented, per the governing DA

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	269
Date:	July 9, 2024
Re:	The Grove at Frontier (Lanterra) - PD Amendment

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 4 acres of Planned Development No. 67 (PD-67); generally located at the northwest corner of Preston Road and Frontier Parkway, within the City Limits. (The Grove at Frontier (Lanterra) – PD Amendment) (Mohan)

Background Information:
The request is to amend approximately 4 acres of Planned Development No. 67 (PD-67). The subject property, near the northwest corner of Preston Road and Frontier Parkway (east of Starbucks and west of McDonald's), was annexed and zoned PD-67 in 2016, and the PD was amended in 2019. As part of the amended zoning, the applicant included renderings to guide the design and materials of the office and shopping center uses shown on the concept plan. At the time, the applicant did not have any specific tenants in mind or immediate plans for the subject property. The lot has since changed ownership and plans have been further refined. As such, the applicant is requesting to update the concept plan and renderings to better reflect the intended development. No changes are proposed to the land uses and standards listed in the PD, and the updated concept plan and renderings preserve the plaza and patio design elements shown in the original drawings. Additionally, the proposal voluntarily restricts several specific land uses (outdoor storage/display, alternative financial services, body art studios, smoke shops, pawn shops, etc.) and does not contradict the existing development pattern of the overall development. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:

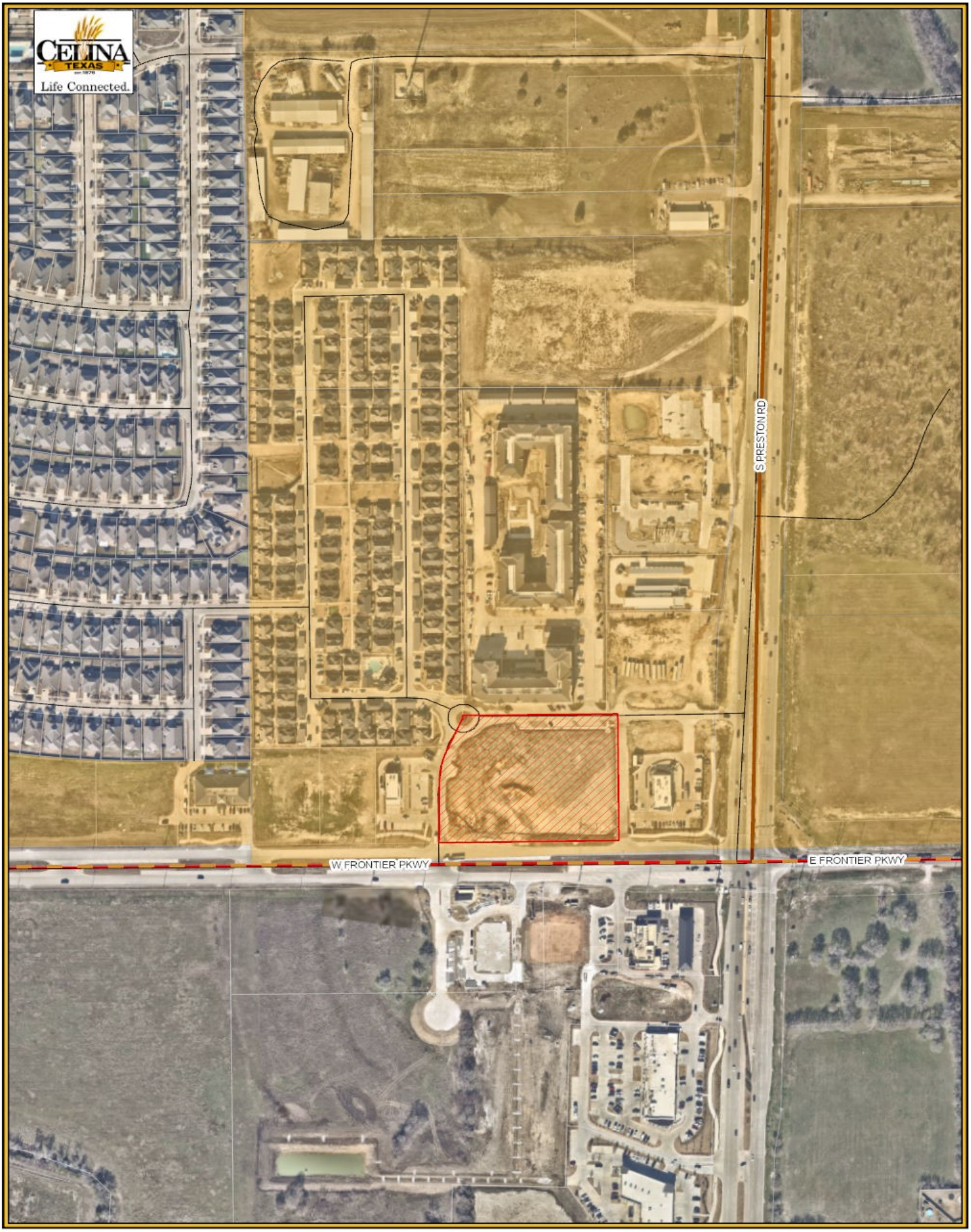
1. Location Map
2. Draft Ordinance
3. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

The Grove at Frontier
Location Map
City of Celina

5/29/2024

N
W E
S

0 250 500

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2024-____

THE GROVE AT FRONTIER (LANTERRA)

AN AMENDMENT TO PLANNED DEVELOPMENT #67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 4 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF PRESTON ROAD AND FRONTIER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND A PORTION OF PLANNED DEVELOPMENT NO. 67 (PD-67) WITH AN UPDATED CONCEPT PLAN AND RENDERINGS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends a portion of PD #67, which was enacted through Ordinance 2016-30 and amended through Ordinance 2019-44; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan & Renderings, set forth in Exhibit "C", attached hereto and incorporated herein, shall replace, in their entirety, the Concept Plan & Renderings within Ordinance 2019-44, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to replace the Concept Plan & Renderings of PD-67, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan & Renderings

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by incorporating the Concept Plan & Renderings, attached hereto as Exhibit "C".

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of July 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, and being part of a called 134.88 acre tract of land as described in a General Warranty Deed to Keeran Family Partnership. Lid., recorded in Volume 4957, Page 2455 and Volume 4957, Page 2463, Deed Records, Collin County, Texas (D.R.C.C.T) and being more particularly described as follows:

COMMENCING at a MAG nail found at the southeast corner of a called 101.9292 acre tract of land described in a General Warranty Deed to LFC Land Company IT, LLC, recorded in Instrument No. 20121113001449460, Official Public Records, Colin County, Texas (O.P.R.C.C.T) and being in the north line of Frontier Parkway (a variable width right-of-way), from which one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." (herein after called capped iron rod) found for corner bears North 89 degrees 30 minutes 06 seconds East a distance of 685.91 feet:

THENCE North 0 degrees 13 minutes 09 seconds West, a distance of 60.00 feet along the east line of said 101.9292 acre tract of land to a capped iron rod found for corner;

THENCE over and across said 134.88 acre tract of land, the following courses and distances;

North 89 degrees 30 minutes 06 seconds East, a distance of 481.27 feet to a capped iron rod found at the POINT OF BEGINNING;

North 00 degrees 24 minutes 13 seconds East, a distance of 173.88 feet to a capped iron rod found for corner, said capped iron rod being at the beginning of a non-tangent curve to the right;

In a northeasterly direction, a distance of 91.02 feet, having a central angle of 24 degrees 29 minutes 02 seconds, a radius of 213.00 feet, a tangent length of 46.22 feet and whose chord bears North 12 degrees 38 minutes 45 seconds East a distance of 90.33 feet to a capped iron rod found for corner, said capped iron rod being at the end of said non-tangent curve to the right;

North 24 degrees 53 minutes 47 seconds East, a distance of 8.12 feet to a capped iron rod found for corner;

North 24 degrees 53 minutes 47 seconds East, a distance of 90.36 feet to a capped iron rod found for corner;

North 0 0 degrees 03 minutes 95 seconds West, a distance of 62. 8 feet to a cap ped iron rod found for corner;

North 89 degrees 53 minutes 74 seconds East, a distance of 402.98 feet to a capped iron rod found for corner;

South 0 degrees 54 minutes 02 seconds East, a distance of 3579.7 feet to a capped iron rod found for corner;

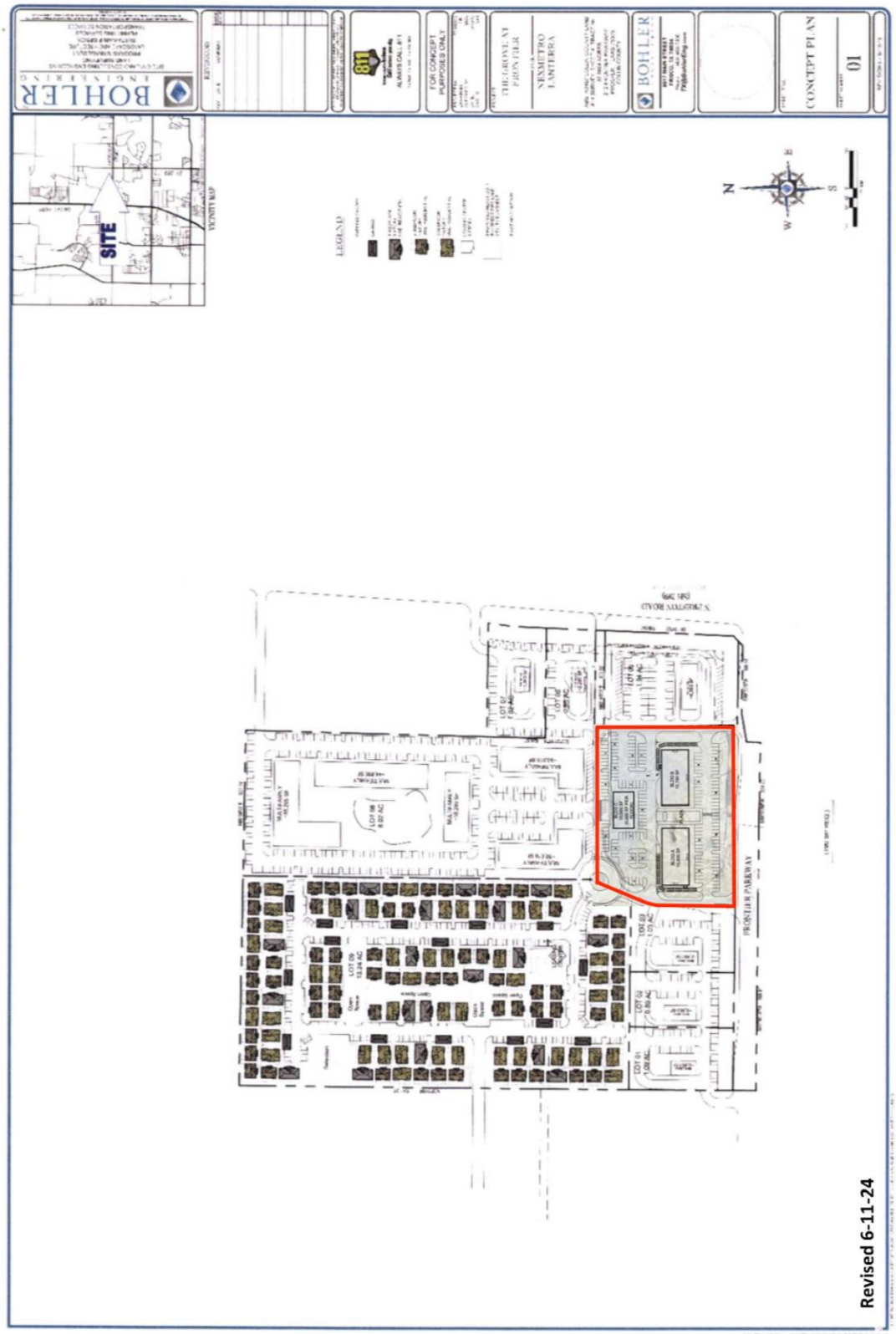
South 89 degrees 35 minutes 47 seconds West, a distance of 41.15 feet to a capped iron rod found for corner;

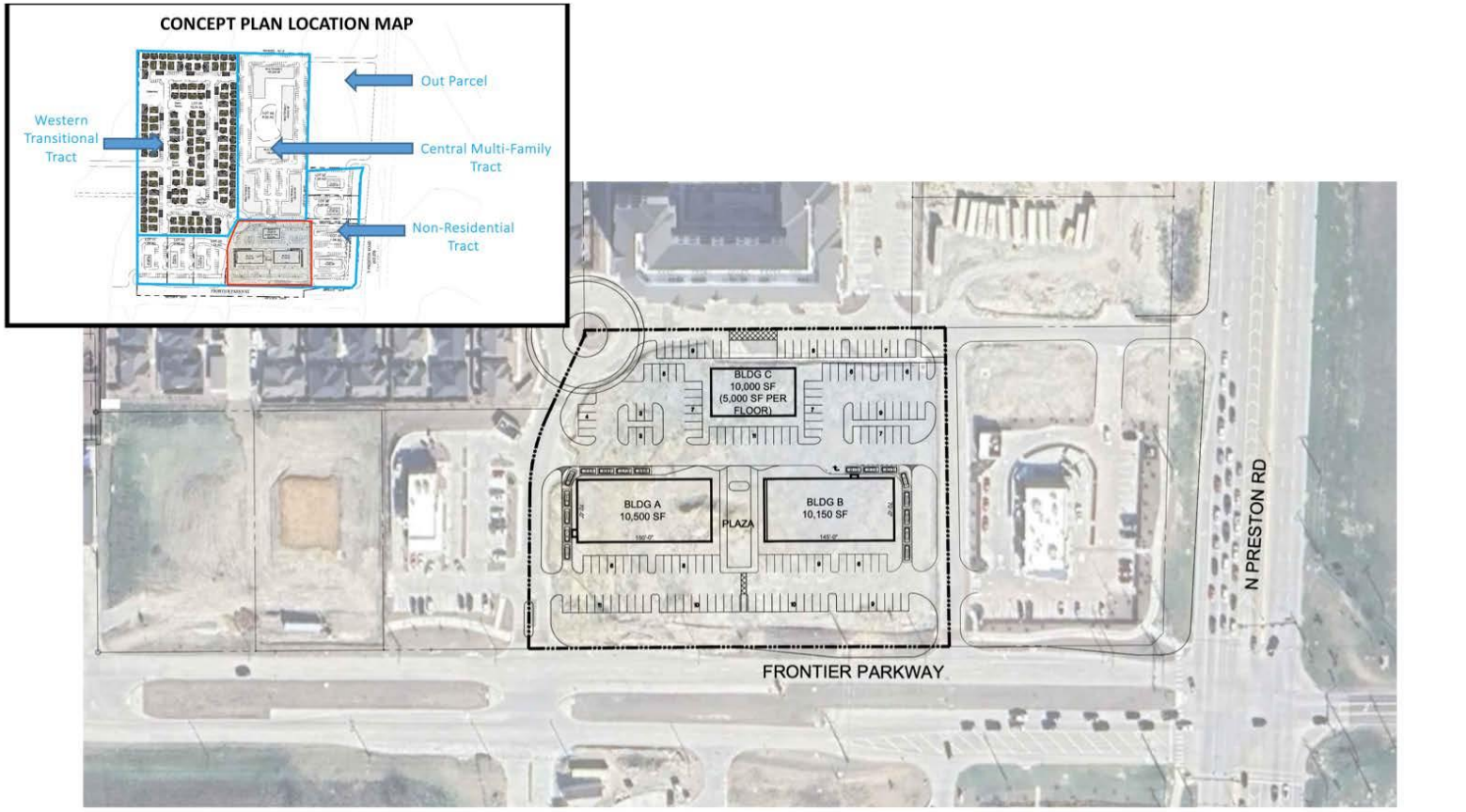
South 89 degrees 53 minutes 08 seconds West, a distance of 224.05 feet to a capped iron rod found for corner;

South 89 degrees 30 minutes 06 seconds West a distance of 204.86 feet to the POINT OF BEGINNING and containing 162,206 square feet or 3.724 acres.

Exhibit B
Depiction of Property

Exhibit C
Concept Plan & Renderings





01 CONCEPT PLAN

NORTH

GSO ARCHITECTS
DALLAS, TX
972.385.9651
www.GSOarchitects.com
COPYRIGHT© 2017 GSO ARCHITECTS, INC
THESE DRAWINGS, OR PARTS THEREOF, MAY NOT BE REPRODUCED IN ANY FORM, BY ANY METHOD, FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN CONSENT FROM GSO ARCHITECTS, INC.

FRONTIER PKWY

CELINA, TEXAS

CENTRA FRONTIER

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

SP10

JOB NO: 23-076
ISSUE DATE: 06/05/2024
SCALE:AS NOTED

Concept Plan Notes:

1. The project shall generally develop per the Concept Plan.
2. The plaza to be constructed with the first building.
3. The following uses will be voluntarily restricted: sexually oriented businesses, outdoor storage/display, alternative financial services, body art facility, smoke shops, vice paraphernalia, and pawn shops.

Revised 6-11-24

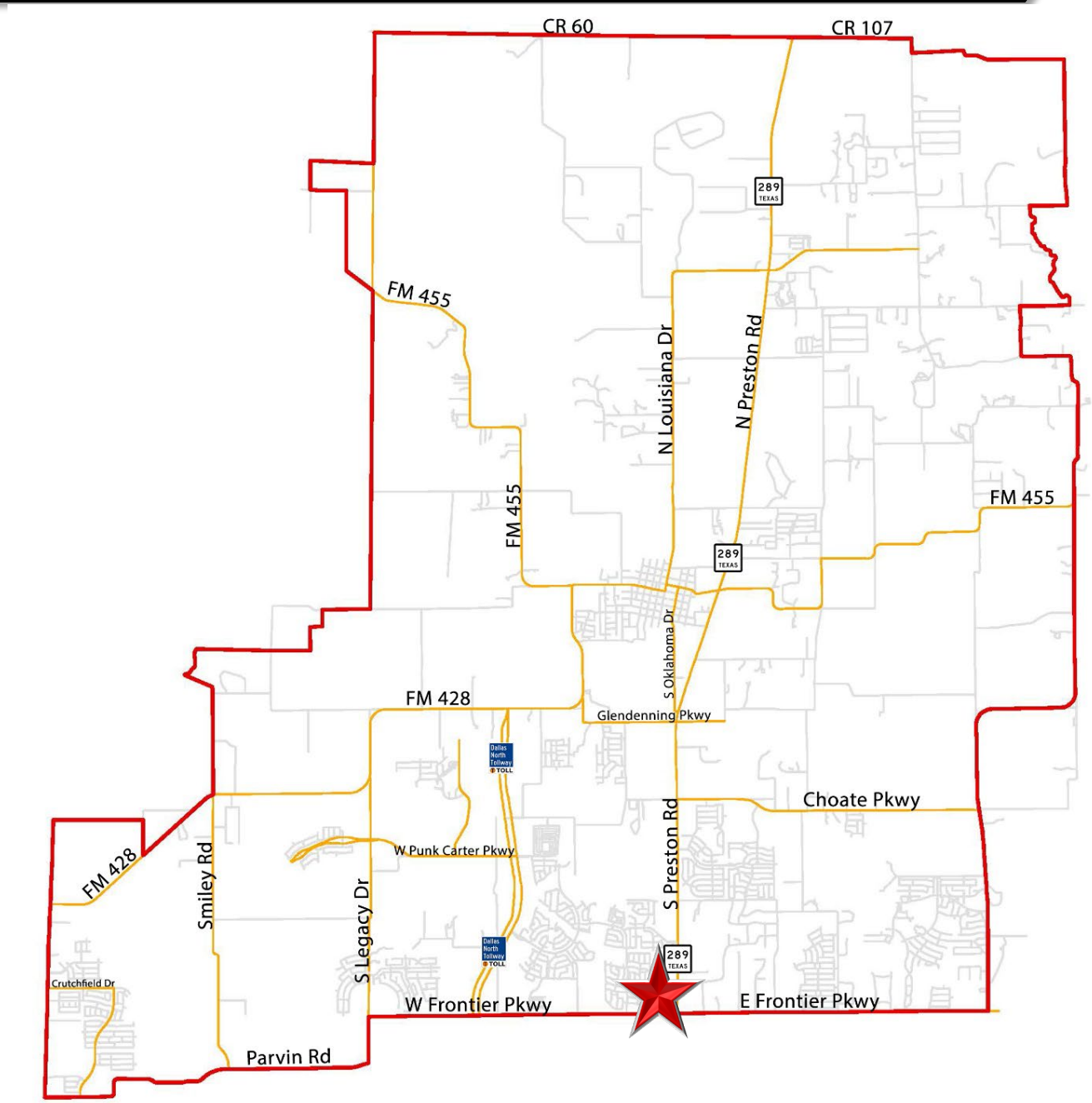
primenada!
PLUX MANA
TOBIES

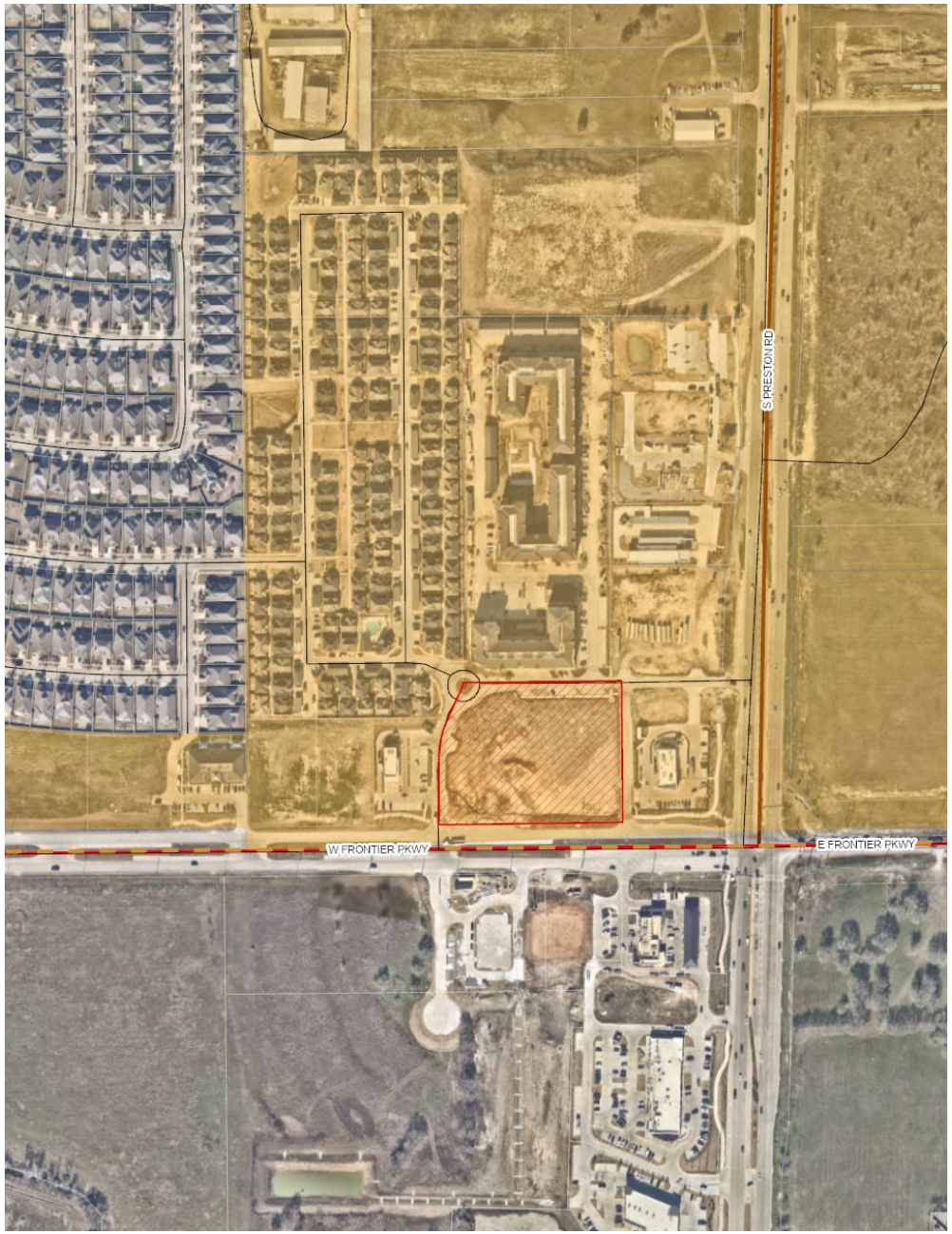
STEAKHOUSE
Meringue
BRLWHAUS

THE GROVE AT FRONTIER (LANTERRA)

PD Amendment

City Council
July 9, 2024


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



LOCATION MAP

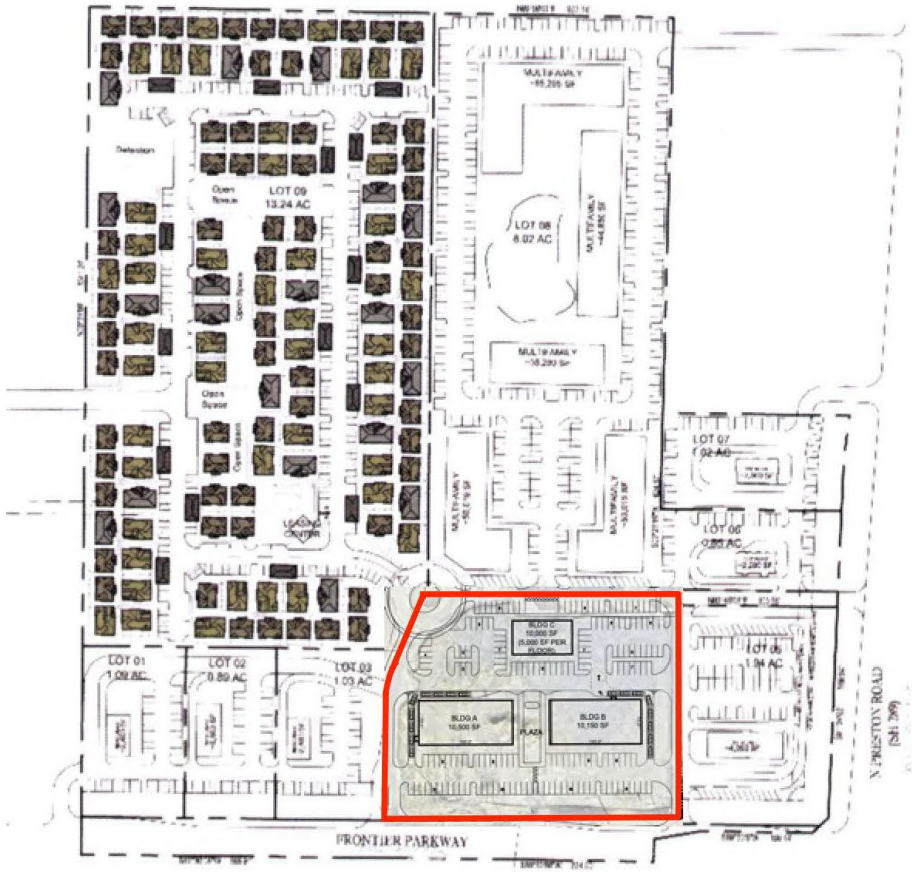
The subject property is generally located at the northwest corner of Preston Road and Frontier Parkway

BACKGROUND

- The subject property is approximately 4 acres, located in the City Limits
- The subject property was annexed and zoned Planned Development (PD) No. 67 in 2016, and the PD was amended in 2019
- The PD allows for a mixture of retail, restaurants, and offices, with multi-family residential in the back (already developed)
- The original PD included renderings to guide the design and materials of the office and shopping center uses
- The applicant is requesting to amend the concept plan and renderings for the 4-acre subject property

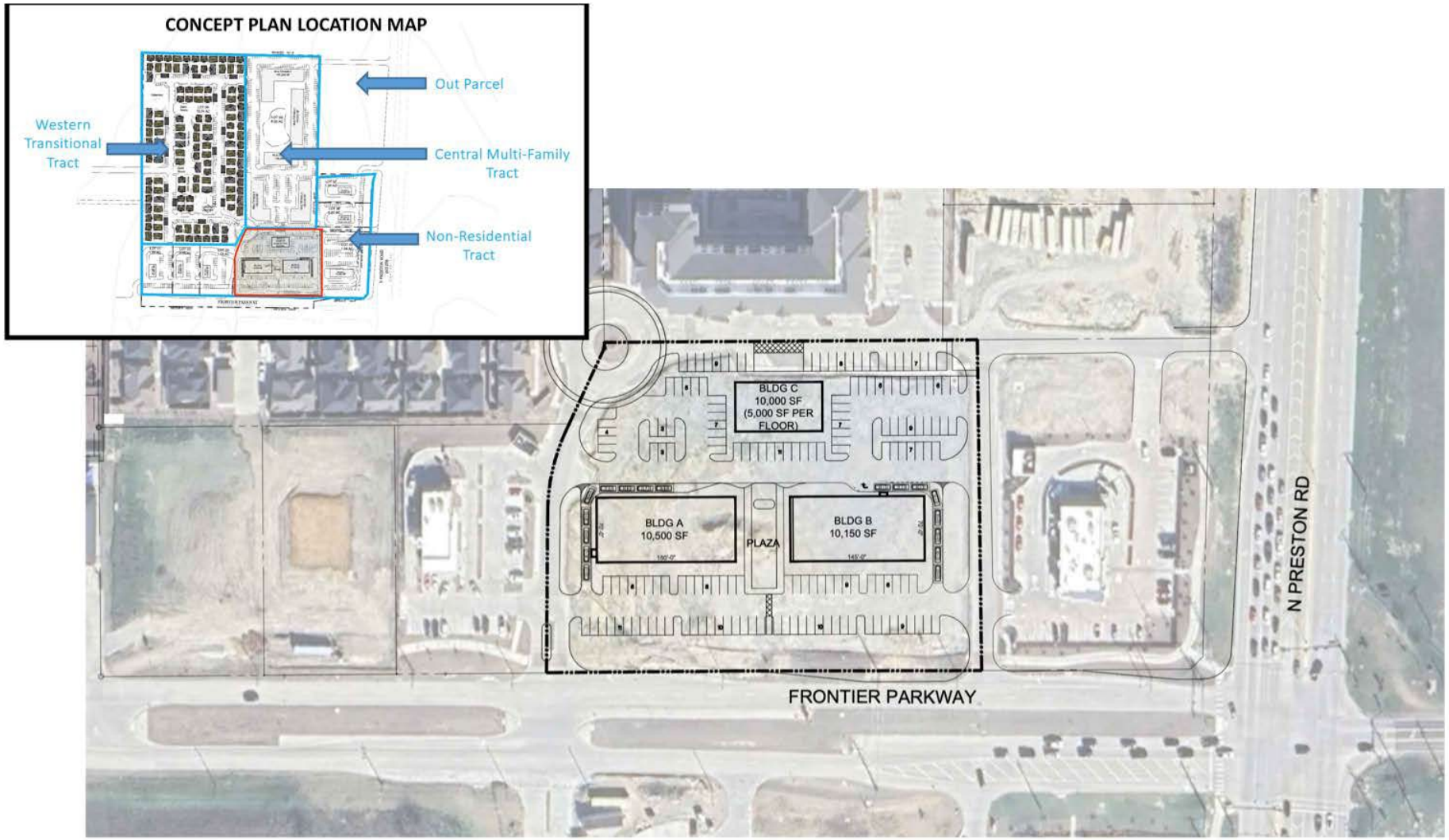
CONCEPT PLAN

Original



Proposed

PROPOSED CONCEPT PLAN



RENDERINGS

Original

Proposed

RENDERINGS

Original

Proposed

PROPOSED AMENDMENT

- The applicant proposes no changes to the text of the PD or Commercial base zoning
- The request exchanges the concept plan and renderings with updated designs
- The proposal includes a required plaza and patio design element
- The proposal voluntarily restricts several specific land uses (outdoor storage/display, alternative financial services, body art studios, smoke shops, pawn shops, etc.)

POLICY CONSIDERATIONS

- The original concept plan and renderings were speculative, and the updated designs better reflect what is planned for the parcel
- The plaza area is being preserved to maintain the urban, pedestrian-oriented vision of the original PD
- The proposed PD amendment activates the subject property quicker than the existing PD entitlement
- The proposal does not contradict the existing development pattern at the northwest corner of Preston and Frontier

P&Z PUBLIC HEARING

- One speaker noted that the northwest corner of Frontier and Preston did not seem to have a cohesive vision or master developer approach to its development

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- Staff recommends approval as presented

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
Intiated by:	255
Date:	July 9, 2024
Re:	Off the Rails Icehouse - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 15 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, with modified development standards; generally located south of Sunset Boulevard and approximately 1,500 feet west of Coit Road, within the City Limits. (Off the Rails Icehouse – PD Zoning) (McAfee)

Background Information:
This request is to rezone approximately 15 acres from the Agricultural District (AG) to a Planned Development (PD) with the allowance of one outdoor amusement use by right (which would otherwise require a Specific Use Permit), located south of Sunset Boulevard and approximately 1,500 feet west of Coit Road. If the vision of the concept plan and renderings is not developed, then the base Commercial zoning and all City standards apply. The request is in conformance with the Comprehensive Plan, and is not inappropriate along Sunset Boulevard. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Draft Ordinance
3. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Off The Rails Icehouse Location Map

City of Celina

4/25/2024

N
W E
S

0 500 1,000

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2024-_____
OFF THE RAILS ICEHOUSE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 15 ACRES LOCATED IN THE S P RICE SURVEY, ABSTRACT NO. 771, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF SUNSET BOULEVARD AND APPROXIMATLEY 1,500 FEET WEST OF COIT ROAD; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG), TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 151 WITH A BASE ZONING OF COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Renderings, and Development Standards, set forth in Exhibits "C," "D," and "E," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a "PD" Planned Development District No. 151 with a base zoning of Commercial, Office, & Retail District (C), with modified development standards, and is subject to the following PD standards, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Renderings
Exhibit E:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 151 with a base zoning of Commercial, Office, & Retail District (C), with modified development standards, and incorporates the Concept Plan, Renderings, and Development Standards, attached hereto as Exhibit "C," "D," and "E," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of July, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

STATE OF TEXAS:
COUNTY OF COLLIN:

TRACT I:

BEING a tract of land situated in the S.P. Rice Survey, Abstract No. 771, in Collin County, Texas, being a part of a tract of land as described in deed to Trivedi Properties LLC, as recorded in Document No. 20141105001213370, of the Official Public Records of Collin County, Texas, as shown on this survey and being more particularly described by metes and bounds as follows:

COMMENCING from a found 60d nail for corner near the centerline of Sunset Boulevard, being the Northeast corner of a tract of land described in deed to James Owens, as recorded in Document No. 20170815001085250, of the Official Public Records of Collin County, Texas being the Northwest corner of a 30 foot easement to Collin County, as recorded in Volume 4169, Page 1274, of the Deed Records of Collin County, Texas, being a point on the South line of called Tract 9 in deed to New Celina, LLC, as recorded in Document No. 2022000099840 of the Official Public Records of Collin County, Texas, and being the Northwest corner of said Trivedi Properties (20141105001213370) tract;

THENCE South 00 degrees 00 minutes 40 seconds West, along the East line of said Owens tract, a distance of 55.00 feet to a set 1/2 inch yellow-capped iron rod for corner, being the PLACE OF BEGINNING;

THENCE North 89 degrees 51 minutes 43 seconds East, a distance of 315.74 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE South 00 degrees 01 minutes 56 seconds West, a distance of 570.73 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE North 89 degrees 59 minutes 20 seconds West, a distance of 315.53 feet to a point for corner on the East line of said Owens tract;

THENCE North 00 degrees 00 minutes 40 seconds East, along said Owens tract, a distance of 569.92 feet to the PLACE OF BEGINNING and containing 180,013 square feet or 4.133 acres of land.

TRACT II

BEING a tract of land situated in the S.P. Rice Survey, Abstract No. 771, in Collin County, Texas, being a part of a tract of land as described in deed to Trivedi Properties LLC, as recorded in Document No. 20170313000320580, of the Official Public Records of Collin County, Texas, as shown on this survey and being more particularly described by metes and bounds as follows:

COMMENCING from a found 60d nail for corner near the centerline of Sunset Boulevard, being the Northeast corner of a tract of land described in deed to James Owens, as recorded in Document No. 20170815001085250, of the Official Public Records of Collin County, Texas being the Northwest corner of a 30 foot easement to Collin County, as recorded in Volume 4169, Page 1274, of the Deed Records of Collin County, Texas, and being the Northwest corner of a tract of land described in deed to Trivedi Properties as recorded in Document No. 20141105001213370, of the Official Public Records of Collin County, Texas and being a point on the South line of called Tract 9 in deed to New Celina, LLC, as recorded in Document No. 2022000099840 of the Official Public Records of Collin County, Texas;

THENCE North 89 degrees 51 minutes 43 seconds East, along said Sunset Boulevard a distance of 312.76 feet to a found 3/8 inch iron rod for corner, being the common North corner of said Trevedi Properties tract, being the Northeast corner of said easement to Collin County (4169/1274), and being the

Northwest corner of a 30 foot easement to Collin County as recorded in Volume 4169, Page 1282, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 54 minutes 32 seconds East, along said Sunset Boulevard a distance of 229.98 feet to a point for corner, being the Northeast corner of said 4168/1282, and being the Northeast corner of said Trevedi Properties tract (20170313000320580);

THENCE South 01 degrees 15 minutes 37 seconds West, along the East line of said Trevedi Properties tract (20170313000320580) a distance of 55.01 feet to a set 1/2 inch yellow-capped iron rod for corner, being South 01 degrees 15 minutes 37 seconds West, a distance of 25.00 feet from the Northwest corner of Lot 1, Block A, of Carroll Addition, an Addition in the City of Celina, Collin County Texas, according to the map thereof recorded in Document No. 2012-326, of the Official Public Records of Collin County, Texas, and being the PLACE OF BEGINNING;

THENCE South 01 degrees 15 minutes 37 seconds West, along said Lot 1, Block A, a distance of 306.88 feet to a point for corner from which a fence post for reference bears South 13 degrees 24 minutes 27 seconds West, a distance of 0.54 feet;

THENCE South 89 degrees 55 minutes 37 seconds East, a distance of 52.96 feet to a point for corner from which a fence post for reference bears South 29 degrees 02 minutes 57 seconds West, a distance of 0.60 feet;

THENCE South 00 degrees 04 minutes 24 seconds West, along said Lot 1, Block A, a distance of 268.84 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE North 89 degrees 59 minutes 20 seconds West, a distance of 271.99 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE North 00 degrees 01 minutes 56 seconds East, a distance of 576.02 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE South 89 degrees 54 minutes 32 seconds East, a distance of 225.80 feet to the PLACE OF BEGINNING and containing 141,466 square feet or 3.248 acres of land.

TRACT III:

BEING a tract of land situated in the S.P. Rice Survey, Abstract No. 771, in Collin County, Texas, being a part of a tract of land as described in deed to Trivedi Properties LLC, as recorded in Document No. 20141105001213370, of the Official Public Records of Collin County, Texas, as shown on this survey and being more particularly described by metes and bounds as follows:

COMMENCING from a found 60d nail for corner near the centerline of Sunset Boulevard, being the Northeast corner of a tract of land described in deed to James Owens, as recorded in Document No. 20170815001085250, of the Official Public Records of Collin County, Texas being the Northwest corner of a 30 foot easement to Collin County, as recorded in Volume 4169, Page 1274, of the Deed Records of Collin County, Texas, being a point on the South line of called Tract 9 in deed to New Celina, LLC, as recorded in Document No. 2022000099840 of the Official Public Records of Collin County, Texas, and being the Northwest corner of said Trivedi Properties (20141105001213370) tract;

THENCE South 00 degrees 00 minutes 40 seconds West, along the East line of said Owens tract, a distance of 624.92 feet to a set 1/2 inch yellow-capped iron rod for corner, being the PLACE OF BEGINNING;

THENCE South 89 degrees 59 minutes 20 seconds East, a distance of 315.53 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE South 00 degrees 01 minutes 56 seconds West, a distance of 406.75 feet to a set 1/2 inch yellow-capped iron rod for corner in the North line of a tract of land described in deed to Celina Independent School District, as recorded in Document No. 2022000112652, of the Official Public Records of Collin County, Texas;

THENCE South 89 degrees 59 minutes 26 seconds West, along said Celina Independent School District tract, a distance of 425.74 feet to a found 1/2 inch iron rod for corner, being the Southeast corner of a tract of land described in deed to Robert H. Sewell, as recorded in Instrument 92-0043849, of the official Public Records of Collin County, Texas.

THENCE North 00 degrees 08 minutes 57 seconds East, along the East line of said Sewell tract, a distance of 239.25 feet to a found 1/2 inch iron rod for corner, being the Southwest corner of said Owens tract;

THENCE North 89 degrees 45 minutes 48 seconds East, along the South line of said Owens tract, a distance of 109.79 feet to a found 1/2 inch iron rod for corner;

THENCE North 00 degrees 00 minutes 40 seconds East, along the East line of said Owens tract, a distance of 167.18 feet o the PLACE OF BEGINNING and containing 154,686 square feet or 3.551 acres of land.

TRACT IV

BEING a tract of land situated in the S.P. Rice Survey, Abstract No. 771, in Collin County, Texas, being a part of a tract of land as described in deed to Trivedi Properties LLC, as recorded in Document No. 20170313000320580, of the Official Public Records of Collin County, Texas, as shown on this survey and being more particularly described by metes and bounds as follows:

COMMENCING from a found 60d nail for corner near the centerline of Sunset Boulevard, being the Northeast corner of a tract of land described in deed to James Owens, as recorded in Document No. 20170815001085250, of the Official Public Records of Collin County, Texas being the Northwest corner of a 30 foot easement to Collin County, as recorded in Volume 4169, Page 1274, of the Deed Records of Collin County, Texas, and being the Northwest corner of a tract of land described in deed to Trivedi Properties as recorded in Document No. 20141105001213370, of the Official Public Records of Collin County, Texas and being a point on the South line of called Tract 9 in deed to New Celina, LLC, as recorded in Document No. 2022000099840 of the Official Public Records of Collin County, Texas;

THENCE North 89 degrees 51 minutes 43 seconds East, along said Sunset Boulevard a distance of 312.76 feet to a found 3/8 inch iron rod for corner, being the common North corner of said Trevedi Properties tract, being the Northeast corner of said easement to Collin County (4169/1274), and being the Northwest corner of a 30 foot easement to Collin County as recorded in Volume 4169, Page 1282, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 54 minutes 32 seconds East, along said Sunset Boulevard a distance of 229.98 feet to a point for corner, being the Northeast corner of said 4168/1282, and being the Northeast corner of said Trevedi Properties tract (20170313000320580);

THENCE South 01 degrees 15 minutes 37 seconds West, along the East line of said Trevedi Properties tract (20170313000320580) and passing the Northwest corner of Lot 1, Block A, of Carroll Addition, an Addition in the City of Celina, Collin County Texas, according to the map thereof recorded in Document No. 2012-326, of the Official Public Records of Collin County,

Texas, at a distance of 30.01 feet, continuing a total distance of 361.89 feet to a point for corner from which a fence post for reference bears South 13 degrees 24 minutes 27 seconds West, a distance of 0.54 feet;

THENCE South 89 degrees 55 minutes 37 seconds East, a distance of 52.96 feet to a point for corner from which a fence post for reference bears South 29 degrees 02 minutes 57 seconds West, a distance of 0.60 feet;

THENCE South 00 degrees 04 minutes 24 seconds West, along said Lot 1, Block A, a distance of 268.84 feet to a set 1/2 inch yellow-capped iron rod for corner, being the PLACE OF BEGINNING;

THENCE South 00 degrees 04 minutes 24 seconds West, along the West line of said Lot 1, Block A, a distance of 401.36 feet to a found 5/8 inch yellow-capped iron rod for corner on the North line of a tract of land described in deed to VPTM Cross Creek LB LLC, as recorded in Document No. 20210916001894830, of the Official Public Records of Collin County, Texas;

THENCE South 89 degrees 59 minutes 26 seconds West, a distance of 271.70 feet to a set 1/2 inch yellow-capped iron rod for corner on the North line of a tract of land described in deed to Celina Independent School District, as recorded in Document No. 2022000112652, of the Official Public Records of Collin County, Texas, and being the common South corner of said Trivedi Properties tract;

THENCE North 00 degrees 01 minutes 56 seconds East, a distance of 401.46 feet to a set 1/2 inch yellow-capped iron rod for corner;

THENCE South 89 degrees 59 minutes 21 seconds East, a distance of 271.99 feet to the PLACE OF BEGINNING and containing 109,121 square feet or 2.505 acres of land.

Exhibit B
Depiction of Property

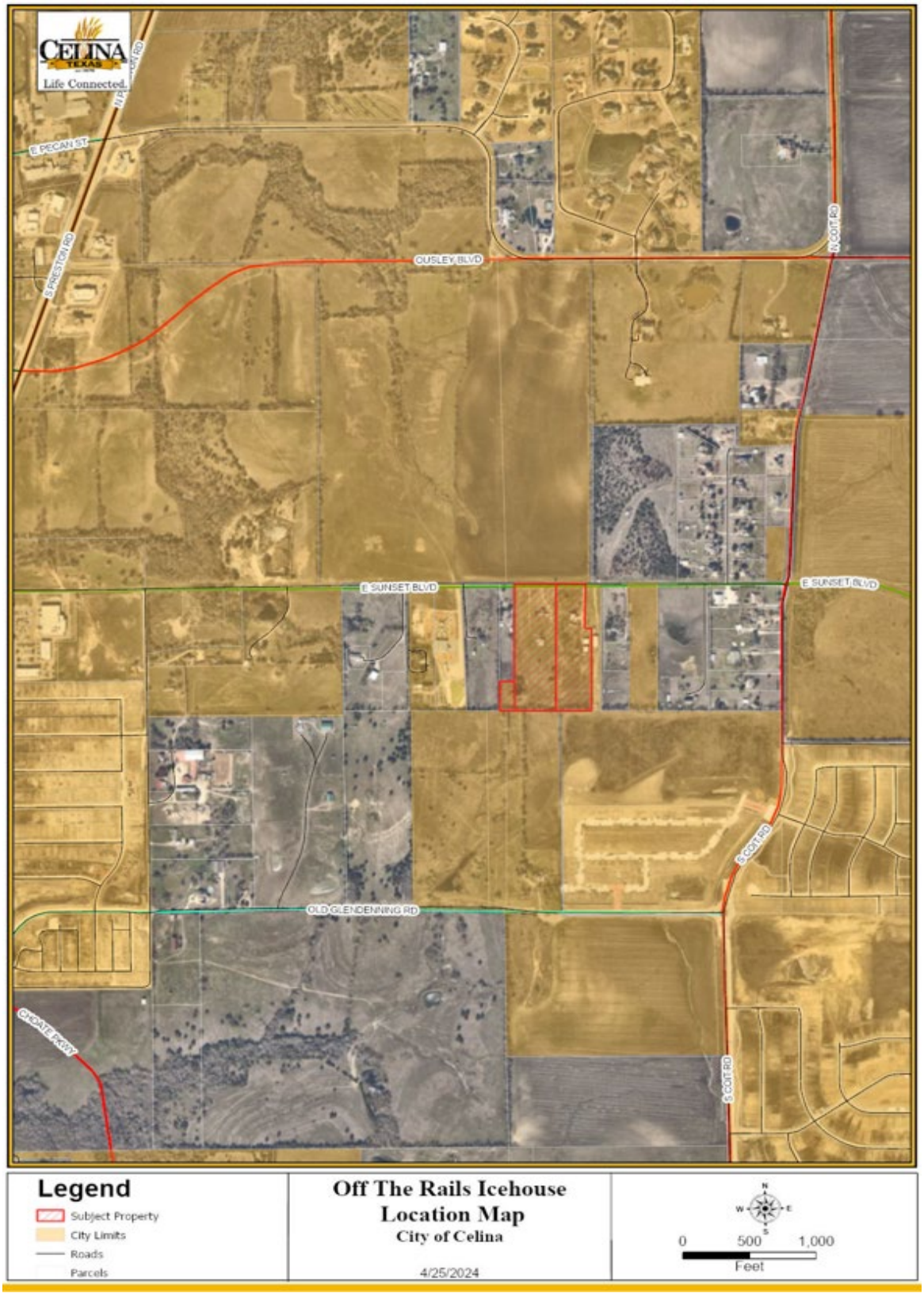


Exhibit C
Concept Plan

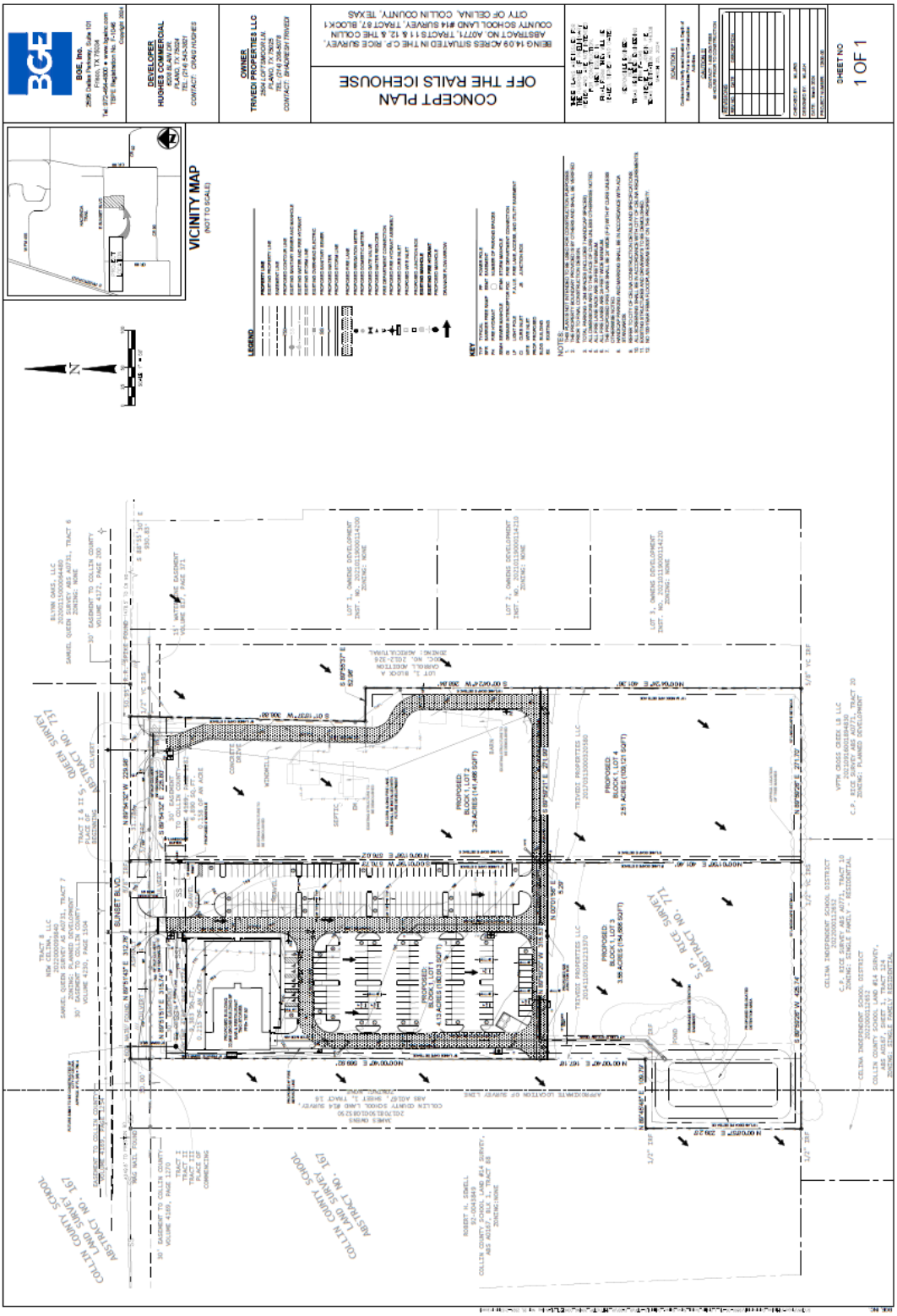


Exhibit D
Renderings

OFF THE RAILS
CELINA
SK.01C
OFF-THE-RAILS
02 VIEW FROM SECOND FLOOR DINING
04 INTERIOR PERSPECTIVE
01 SE CORNER OF LOT
03 SECTION TO SHOW COVERED PATIO
06 INTERIOR PERSPECTIVE

Exhibit E
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

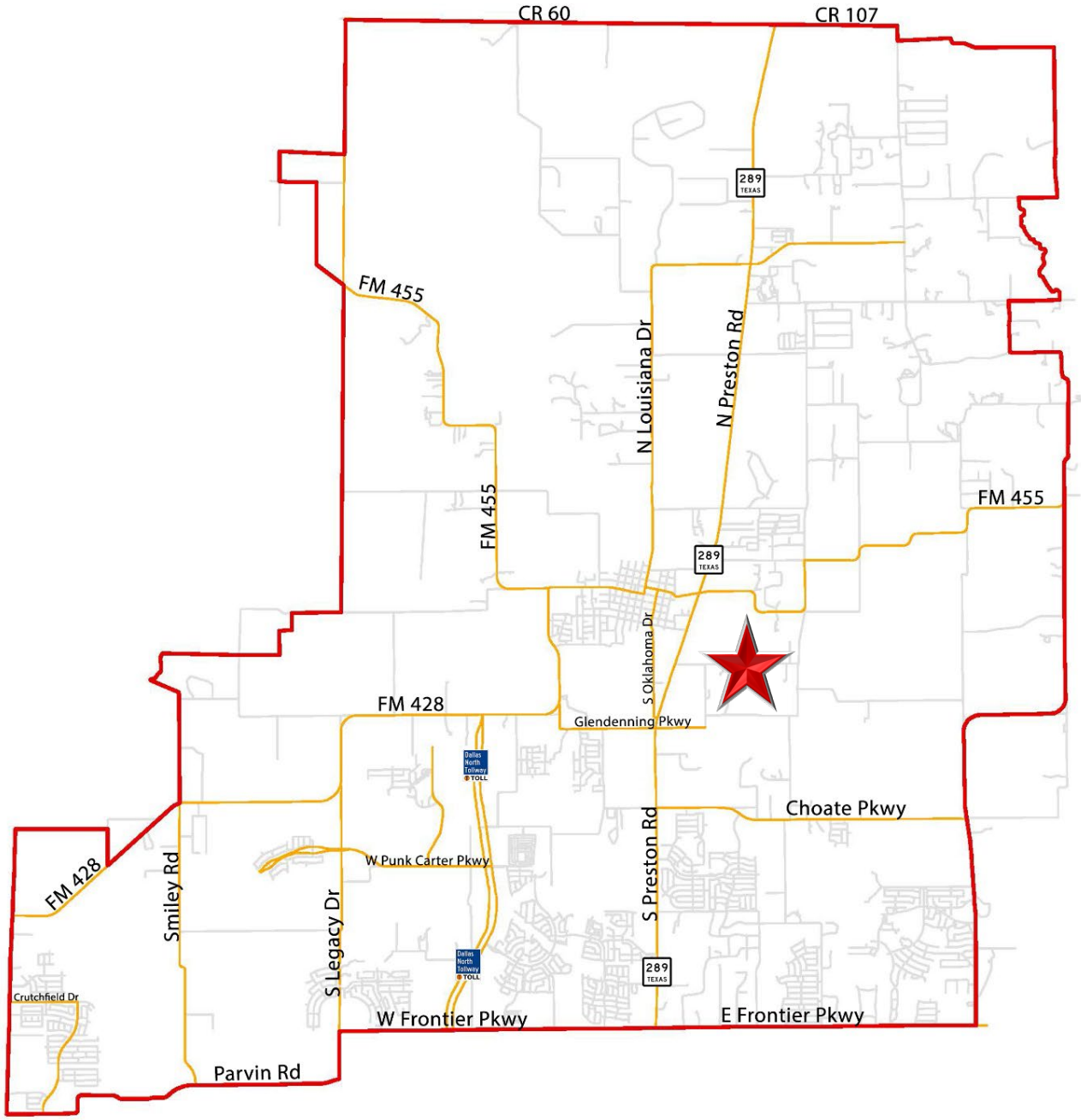
The property is zoned a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. One lot, generally per the attached Concept Plan and Renderings, may develop with Commercial Outdoor Amusement use by right;
2. The buildings shall be masonry construction per the Zoning Ordinance, except that the Commercial Outdoor Amusement use may be allowed to utilize a large metal pavilion to cover the building;
3. A tall evergreen opaque living screen is required on the western side of Lot 1;
4. If the vision of the attached Concept Plan and Renderings is not developed, the base zoning and all City regulations apply.

OFF THE RAILS ICEHOUSE

Rezoning

City Council
July 9, 2024


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

LOCATION MAP

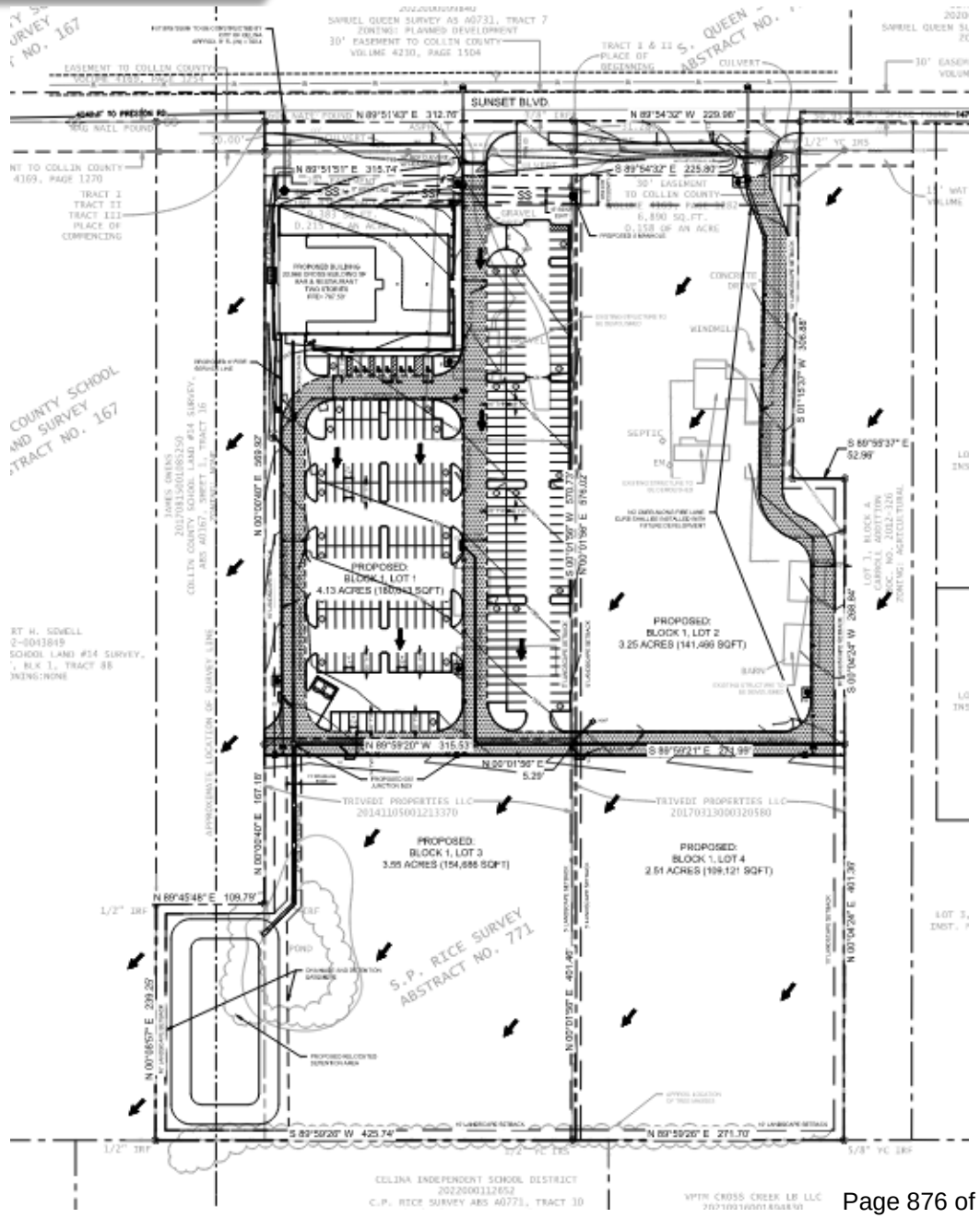
The subject property is generally located south of Sunset Boulevard and approximately 1,500 feet west of Coit Road

BACKGROUND

- The subject property is approximately 15 acres
- The subject property was zoned to Agricultural District (AG) in 2022 as a placeholder district
- The Agricultural District prohibits non-residential land uses
- The applicant proposes to rezone the property to a Planned Development "PD" with a base zoning of Commercial, Office, & Retail District (C) and an allowance for a "Commercial Amusement, Outdoor" use

CONCEPT PLAN

- Involves four (4) lots
- The applicant proposes to redevelop the northwestern lot into an outdoor amusement restaurant and venue
- A fire lane loops through the site, which will provide cross access to the adjacent lots
- Any existing structures will be removed



CHARACTER IMAGES

Renderings are for illustrative purposes only and have not been reviewed for Code compliance

POLICY CONSIDERATIONS

- The Future Land Use Plan (FLUP) calls out this area as being part of the Connected Core, which is envisioned as a mixed-use environment that encourages entertainment and shopping while providing increased walkability
- The only two deviations requested by the project are the land use (Commercial Outdoor, Amusement) and the icehouse vision for the building elevations
- The applicant's proposal for an open-air pavilion venue is not inappropriate for Sunset Boulevard, which is a 4-lane divided arterial in the future
- The proposed base zoning of Commercial for the remainder of the subject property is supported by the FLUP

SUNSET CORRIDOR

P&Z PUBLIC HEARING

- The Commissioners asked about the anticipated use, operations, and timing of the development
- The western adjacent resident asked about the screening on the west side of the property, but did not object to the rezoning request
- The Applicant noted that there are no expected concerts or loud events associated with the business, other than occasional acoustics
- The Commission's motion for approval included a requirement for opaque evergreen screening on the west side of the property

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval, with the added requirement of opaque evergreen screening on the west side of the property, at its regular meeting in June
- Staff recommends approval as presented

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
Intiated by:	244
Date:	July 9, 2024
Re:	Grace Bridge - Major Modification

Action Requested:
Conduct a public hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the redevelopment of Grace Bridge; generally located at the northeast corner of Oklahoma Drive and Ash Street, within the Preston Streams District. (Grace Bridge - Major Modification) (McAfee)

Background Information:
This request is for a Major Modification to the design standards in the Downtown Code (DTC), to allow for the redevelopment of Grace Bridge; generally located at the northeast corner of Oklahoma Drive and Ash Street, in the Preston Streams District. The DTC requires new construction to adhere to the Historic Texas Architectural Style, characteristic of structures built from the 1890s to the 1930s, and visually mitigate parking. The applicant seeks a Major Modification of the DTC design regulations (specifically the site layout and architecture) to develop the site as proposed.

The current property is a metal building with a gravel parking lot. Frontier Golf Carts is located west of the property. Frontier Golf Carts is a similar metal building with an improved concrete driveway. As part of the redevelopment of the existing site, the existing building will be demolished. A new building and a concrete parking lot will be constructed. The applicant worked with Staff to enhance the metal structure by incorporating multiple panel windows, gables, a cupola, a mural, and window shutters/awnings to meet the spirit and intent of the DTC. Please refer to the attached documents for further information.

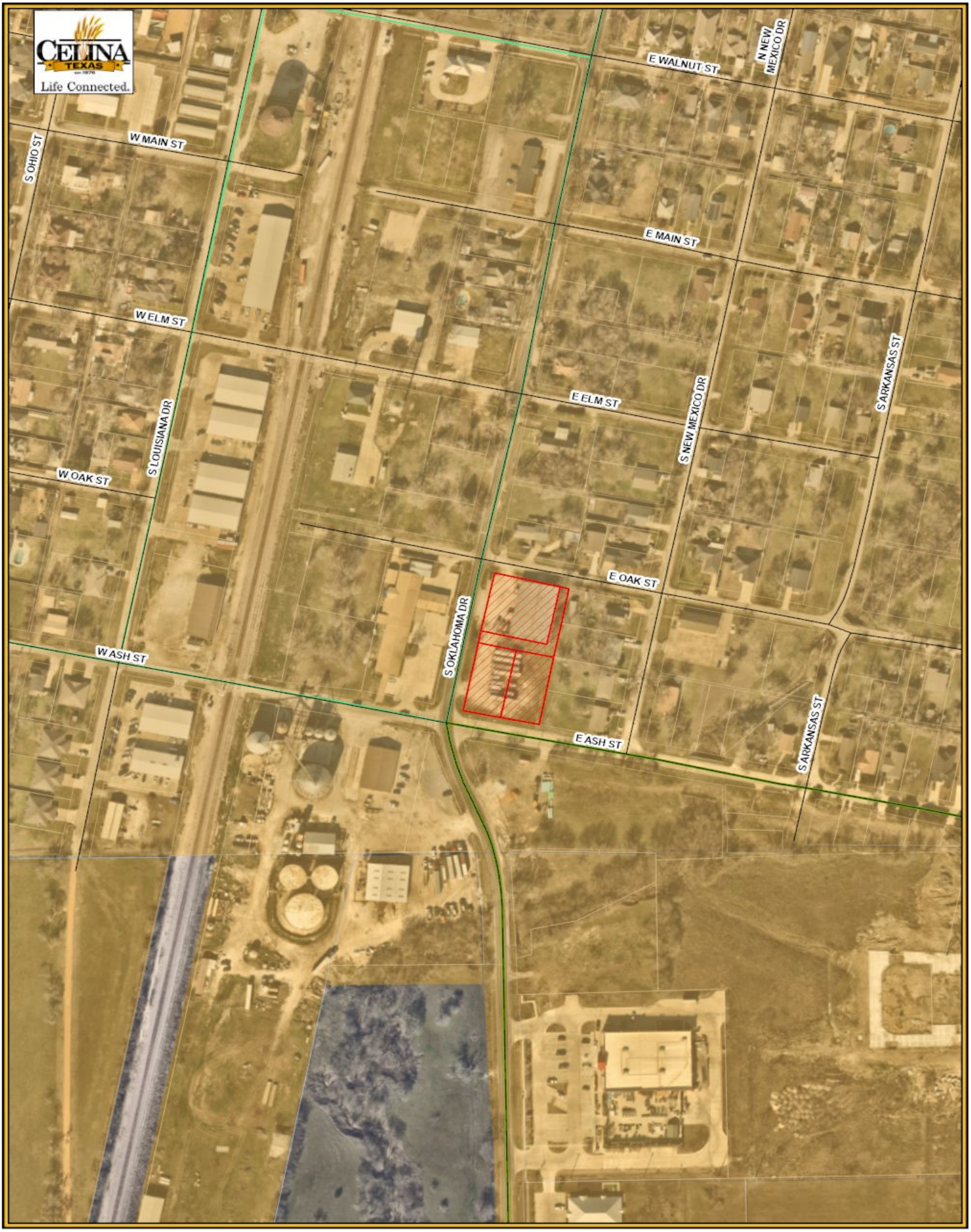
The redevelopment of the Grace Bridge site visually improves an important corner gateway into downtown and is expected to improve traffic flow.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Concept Plan & Renderings

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- Parcels
- Roads
- City Limits

Grace Bridge Location Map

City of Celina

5/29/2024

N
W E
S

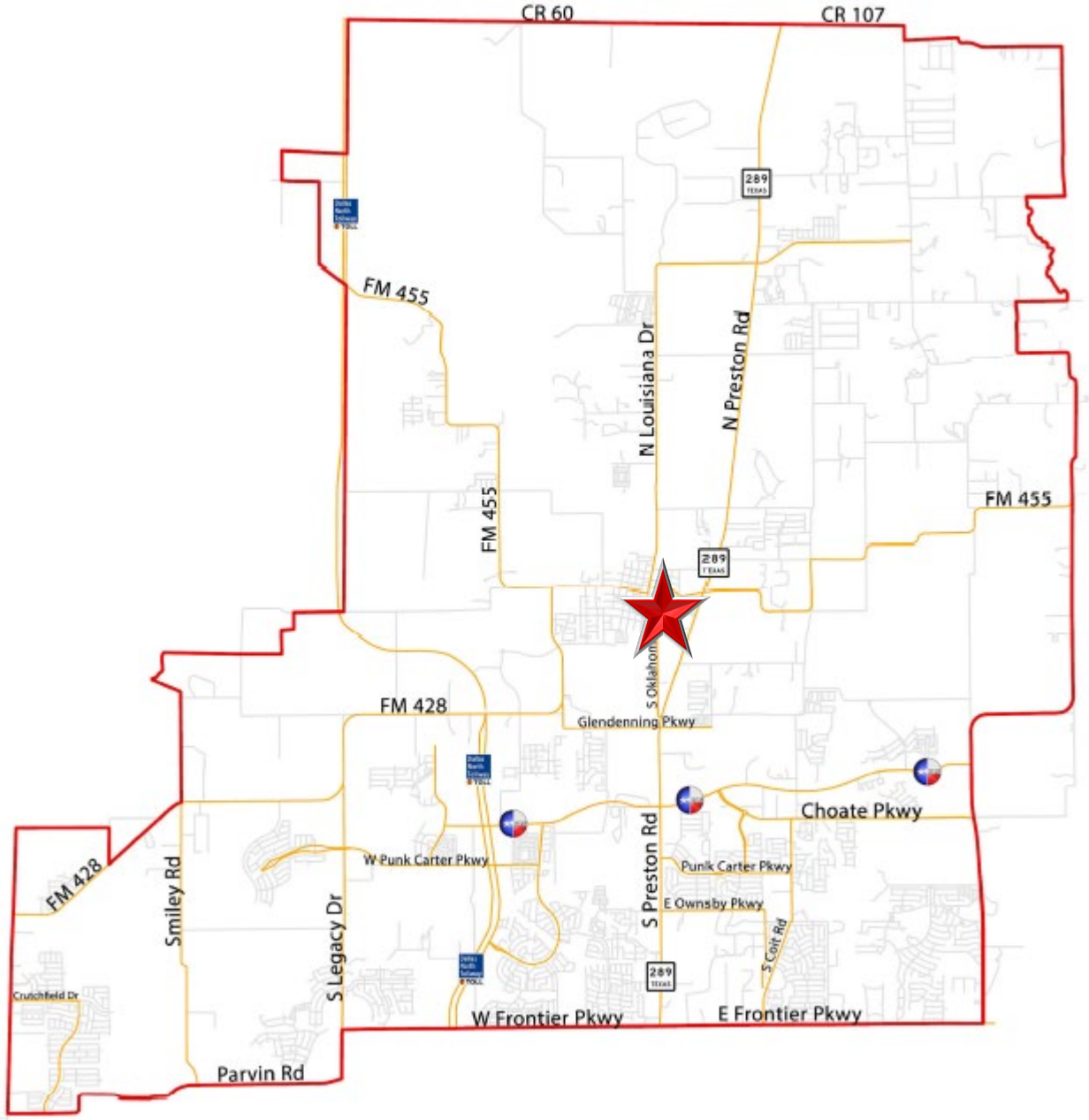
0 190 380

Feet

GRACE BRIDGE

Major Modification

City Council
July 9, 2024


CR 60
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289
FM 455
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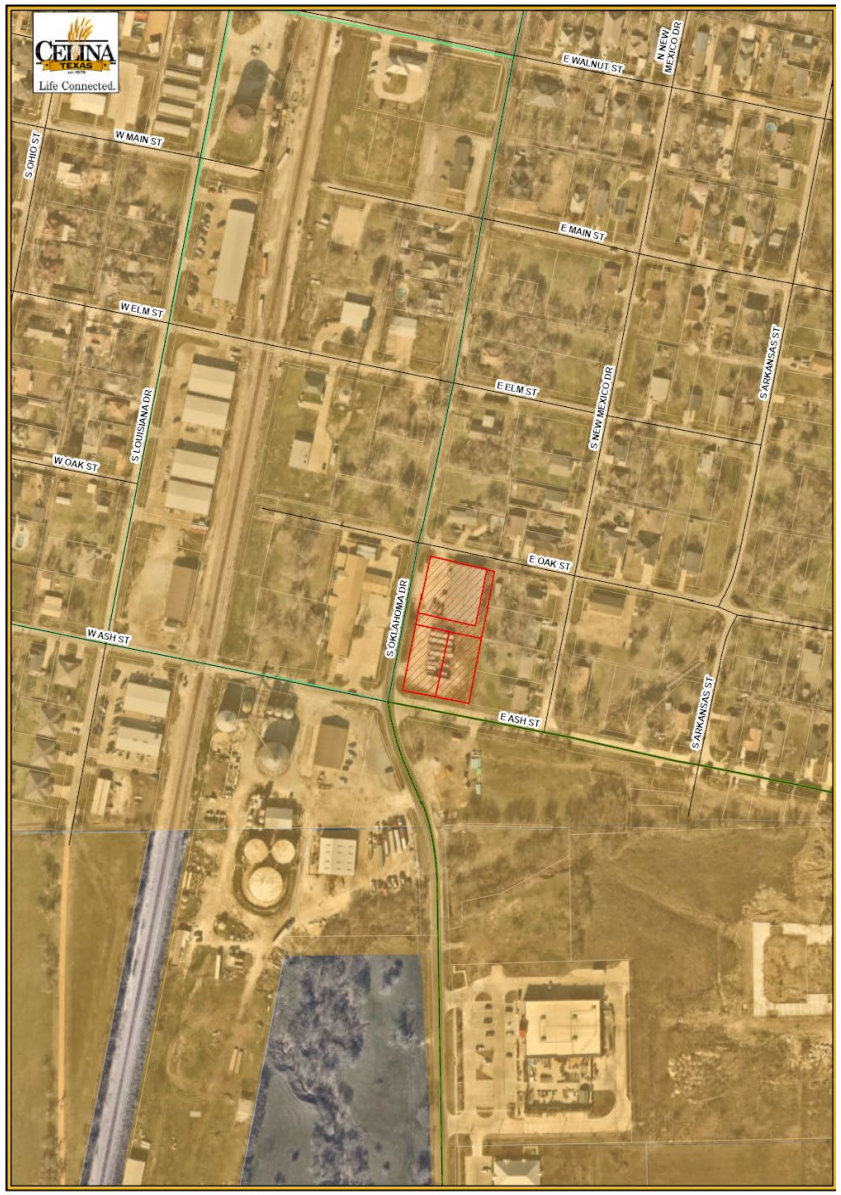
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the northeast corner of Oklahoma Drive and Ash Street, in the Preston Streams District

MAJOR MODIFICATION OVERVIEW

- Significant deviations from the base Downtown Code that do not qualify as Minor Modifications
- Can be either design related or land use in nature
- Reviewed by P&Z with final approval authority by the City Council
- Require the same public hearing notifications and processes as zoning changes
- The purpose is to determine the appropriateness of a proposal with the City having broad discretionary approval in conformance with the vision outlined in the Downtown Master Plan and the design principles of the Downtown Code

BACKGROUND

- The existing building is utilized for a non-profit 501(c)(3) organization known as Grace Bridge
- The Downtown Code requires new construction to adhere to the Historic Texas Architectural Style characteristic of structures built from the 1890s to the 1930s (i.e. Main Street buildings with tripartite design, ornamentation, mass/scaling, materials, & urban footprint)
- The applicant has proposed a barn-style building that does not strictly meet the Historic Texas Architectural Style
- The applicant is seeking a Major Modification from the Downtown Code architecture regulations in order to construct the building as proposed

PROPOSED SITE PLAN

- The applicant is proposing to redevelop the existing Grace Bridge site
- The property shall generally develop per the attached Concept Plan and Renderings

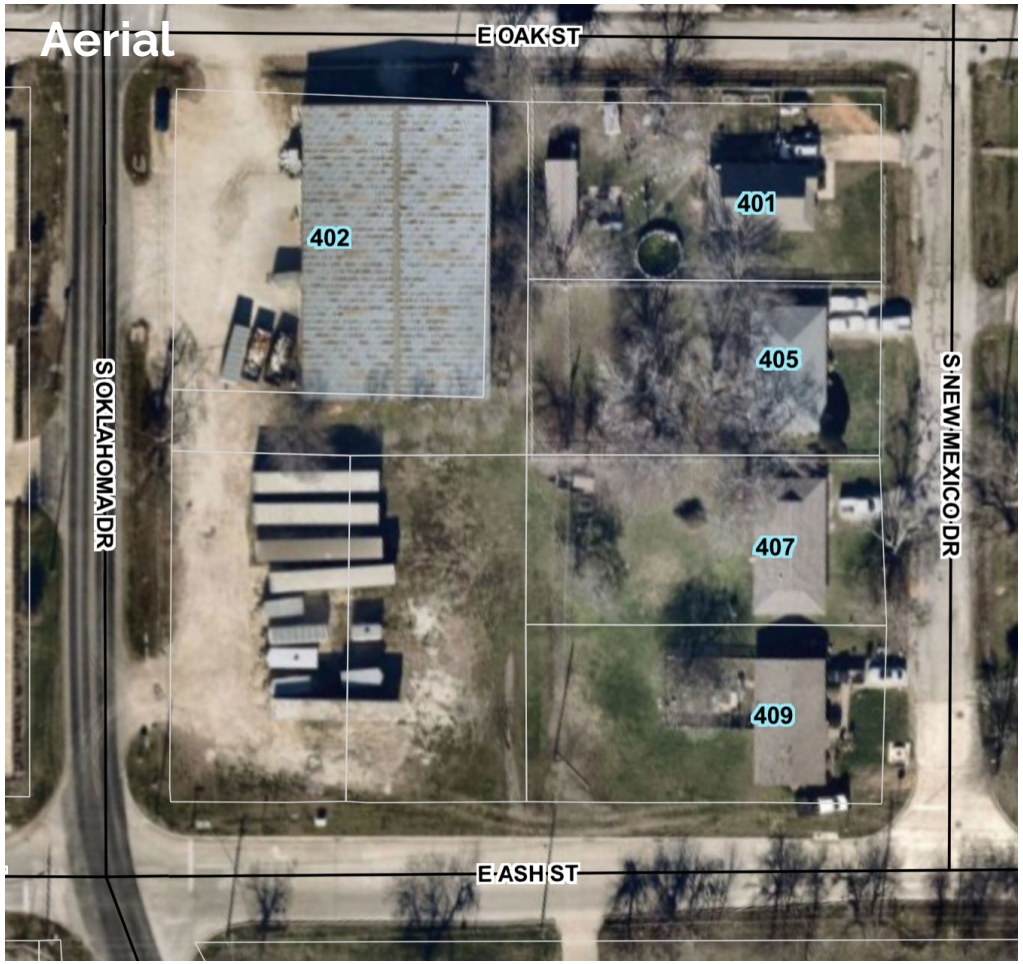
PROPOSED ELEVATIONS

PROPOSED ELEVATIONS CONT'D.

Oklahoma & Ash intersection

Ash frontage

CURRENT CONDITIONS



CURRENT INTERSECTION

POLICY CONSIDERATIONS

- The redevelopment of the Grace Bridge site visually improves an important corner gateway into downtown
- The proposed renderings fit Celina's agricultural heritage and are not inappropriate for a site across the street from the Entertainment District
- The Downtown Code allows greater architectural flexibility further from the downtown core
- The proposed redevelopment will improve traffic flow
- The applicant worked with Staff by incorporating multiple panel windows, gables, a cupola, a mural, and window shutters/awnings

P&Z PUBLIC HEARING

- One speaker who resides adjacent to Grace Bridge noted ongoing drainage issues on his property

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in June
- Staff recommends approval as presented

Concept Plan & Renderings

HOWDY FROM
CELINA

gracebridge

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	137
Date:	July 9, 2024
Re:	New Mexico St Improvements, R90

Action Requested:
Consider and act to authorize the City Manager to execute an agreement for the award of Bid 2024-114 for New Mexico Dr. Improvement (Ash to Pecan) to Quality Excavation, LLC, to include the base bid and the additive alternate at the unit prices listed in the amount of $1,407,883.00 plus ten percent contingency in the amount of $140,788.30 for a total amount not to exceed $1,548,671.30. (Glasgow)

Background Information:
This project entails the reconstruction of the asphalt pavement of New Mexico Drive from Ash Street to Pecan Street. It will also include improvements to the existing water and sewer lines and services along New Mexico. The existing roadside ditches will also be regraded to convey stormwater from the roadway.

Legal Review:
Contracts have been previously reviewed and approved.

Supporting Documents:
1. Agreement - New Mexico R90 - partially signed
2. Agenda Recap - New Mexico
3. Bid Tabulation by Supplier Spreadsheet New Mexicao Improvements

Financial Consideration:
Funding is available 2024 Bonds.

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 **Quality Excavation, LLC** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants, hereby agree as follows:

ARTICLE 1 – WORK

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

CITY OF CELINA
NEW MEXICO DRIVE IMPROVEMENTS
BID 2024-114
PROJECT # R90

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:

S. New Mexico Drive Improvements project includes replacement of 841 linear feet of 8" water, 691 linear feet of 10" sanitary sewer, installing approximately 830 linear feet of concrete driveway culverts, and 1,800 linear feet of new asphalt paving.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 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 ***90*** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$2,000.00*** 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 ***$2,000.00*** 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: $**1,407,883.00**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

EXECUTED in single or multiple originals with an effective date of **July 10, 2024.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Richard Buckner Richard Buckner (Jul 2, 2024 08:24 CDT)
Robert Ranc, City Manager	President Printed Name & Title
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices: 104 Redfearn Road Aubrey, Tx 76227

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CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-114
SOLICITATION NAME: NEW MEXICO DRIVE IMPROVEMENTS
PROJECT #: R90

Bid Opening Date	June 18, 2024	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	552
Number of Submissions:	4
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	4
Number of No Bids:	2
Applications Received for Local Preference	0 – not eligible

Review/Evaluation:

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

Coop/Sole Source:

N/A

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

Recommended Vendor(s):	Quality Excavation
Contract Term/Period:	90 days

Submitted By: Dawn Berry, Purchasing Director

Event Number	2024-114	**Organization**	City of Celina eBid
Event Title	New Mexico Dr Improvements	**Workgroup**	Purchasing
Event Description	The construction project includes:S. New M	**Event Owner**	Ryan Quigley
Event Type	ITB	**Email**	rquigley@celina-tx.gov
Issue Date	5/27/2024 09:19:42 PM (CT)	**Phone**	
Close Date	6/18/2024 10:00:00 AM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Quality Excavation, LLC	Aubrey	TX	6/18/2024 09:27:01 AM (CT)	45	$1,407,883.00
JR West Texas Concrete LLC	Rice	TX	6/18/2024 09:38:25 AM (CT)	45	$1,529,812.09
FNH Construction LLC	Plano	TX	6/17/2024 03:14:09 PM (CT)	45	$1,699,414.00
Jagoe-Public Company	Denton	TX	6/18/2024 08:15:08 AM (CT)	45	$2,096,757.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Bid Tabulation
2024-114
New Mexico Dr Improvements

				Quality Excavation, LLC		JR West Texas Concrete LLC		FNH Construction LLC		Jagoe-Public Company	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid										
1.1	Prepare Right-of-Way	18	STA	$ 8,965.00	$ 161,370.00	$ 3,300.00	$ 59,400.00	$ 7,800.00	$ 140,400.00	$ 1,500.00	$ 27,000.00
1.2	Excavation, Embankment and Grading	1	LS	$ 78,882.00	$ 78,882.00	$ 92,000.00	$ 92,000.00	$ 100,000.00	$ 100,000.00	$ 150,000.00	$ 150,000.00
1.3	Cement Treated (FDR) Existing Roadway	4572	SY	$ 14.00	$ 64,008.00	$ 14.82	$ 67,757.04	$ 15.00	$ 68,580.00	$ 20.00	$ 91,440.00
1.4	2 Inch HMAC Type D	4572	SY	$ 18.00	$ 82,296.00	$ 22.60	$ 103,327.20	$ 25.00	$ 114,300.00	$ 20.00	$ 91,440.00
1.5	12 Inch RCP Culvert	396	LF	$ 122.00	$ 48,312.00	$ 80.00	$ 31,680.00	$ 105.00	$ 41,580.00	$ 300.00	$ 118,800.00
1.6	18 Inch RCP Culvert	434	LF	$ 118.00	$ 51,212.00	$ 95.00	$ 41,230.00	$ 130.00	$ 56,420.00	$ 325.00	$ 141,050.00
1.7	12 Inch Type C Headwall	14	EA	$ 4,255.00	$ 59,570.00	$ 3,400.00	$ 47,600.00	$ 2,000.00	$ 28,000.00	$ 6,000.00	$ 84,000.00
1.8	18 Inch Type C Headwall	27	EA	$ 3,008.00	$ 81,216.00	$ 6,000.00	$ 162,000.00	$ 2,500.00	$ 67,500.00	$ 6,500.00	$ 175,500.00
1.9	12 Inch Slotted HPDE Drain	177	LF	$ 304.00	$ 53,808.00	$ 350.00	$ 61,950.00	$ 150.00	$ 26,550.00	$ 800.00	$ 141,600.00
1.10	Remove and Replace Existing Concrete Sidewalk	23	SY	$ 152.00	$ 3,496.00	$ 160.00	$ 3,680.00	$ 200.00	$ 4,600.00	$ 100.00	$ 2,300.00
1.11	Remove and Replace Existing Asphalt Driveway	377	SY	$ 72.00	$ 27,144.00	$ 40.25	$ 15,174.25	$ 70.00	$ 26,390.00	$ 95.00	$ 35,815.00
1.12	Remove and Replace Existing. Concrete Driveway	292	SY	$ 94.00	$ 27,448.00	$ 190.00	$ 55,480.00	$ 150.00	$ 43,800.00	$ 150.00	$ 43,800.00
1.13	Remove and Replace Existing. Concrete Pavement	225	SY	$ 103.00	$ 23,175.00	$ 230.00	$ 51,750.00	$ 150.00	$ 33,750.00	$ 250.00	$ 56,250.00
1.14	8 Inch Water Pipe	841	LF	$ 81.00	$ 68,121.00	$ 120.75	$ 101,550.75	$ 75.00	$ 63,075.00	$ 150.00	$ 126,150.00
1.15	6 Inch Water Pipe	10	LF	$ 227.00	$ 2,270.00	$ 517.50	$ 5,175.00	$ 65.00	$ 650.00	$ 125.00	$ 1,250.00
1.16	8 Inch Gate Valve	7	EA	$ 3,275.00	$ 22,925.00	$ 2,875.00	$ 20,125.00	$ 4,000.00	$ 28,000.00	$ 3,500.00	$ 24,500.00
1.17	6 Inch Gate Valve	4	EA	$ 3,615.00	$ 14,460.00	$ 2,300.00	$ 9,200.00	$ 3,500.00	$ 14,000.00	$ 3,000.00	$ 12,000.00
1.18	Fire Hydrant Assembly	1	EA	$ 9,448.00	$ 9,448.00	$ 8,625.00	$ 8,625.00	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00
1.19	Tee, 6 Inch x 8 Inch, Ductile Iron	1	EA	$ 1,629.00	$ 1,629.00	$ 2,070.00	$ 2,070.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
1.20	Tee, 8 Inch x 6 Inch, Ductile Iropn	1	EA	$ 1,084.00	$ 1,084.00	$ 2,415.00	$ 2,415.00	$ 4,500.00	$ 4,500.00	$ 1,000.00	$ 1,000.00
1.21	Tee, 8 Inch x 8 Inch, Ductile Irion	1	EA	$ 1,077.00	$ 1,077.00	$ 1,725.00	$ 1,725.00	$ 6,500.00	$ 6,500.00	$ 1,200.00	$ 1,200.00
1.22	Reducer, 8 Inch x 6 Inch, Ductile Iron	4	EA	$ 672.00	$ 2,688.00	$ 1,150.00	$ 4,600.00	$ 6,500.00	$ 26,000.00	$ 800.00	$ 3,200.00
1.23	Cross, 8 Inch, Ductile Iron	2	EA	$ 1,568.00	$ 3,136.00	$ 1,840.00	$ 3,680.00	$ 10,500.00	$ 21,000.00	$ 2,500.00	$ 5,000.00
1.24	Plug, 6 Inch, Ductile Iron	1	EA	$ 440.00	$ 440.00	$ 517.50	$ 517.50	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00
1.25	Plug, 8 Inch, Ductile Iron	1	EA	$ 1,005.00	$ 1,005.00	$ 575.00	$ 575.00	$ 2,500.00	$ 2,500.00	$ 800.00	$ 800.00
1.26	Connect to Existing Water Line	7	EA	$ 1,404.00	$ 9,828.00	$ 1,035.00	$ 7,245.00	$ 2,500.00	$ 17,500.00	$ 4,000.00	$ 28,000.00
1.27	Cut, plug with grout and abandon Existing water main	1	LS	$ 9,194.00	$ 9,194.00	$ 11,500.00	$ 11,500.00	$ 60,000.00	$ 60,000.00	$ 16,000.00	$ 16,000.00
1.28	1 Inch Water Service to Existing Meter	11	EA	$ 2,477.00	$ 27,247.00	$ 747.50	$ 8,222.50	$ 1,500.00	$ 16,500.00	$ 4,000.00	$ 44,000.00
1.29	Trench Protection (Water Lines)	841	EA	$ 2.00	$ 1,682.00	$ 2.30	$ 1,934.30	$ 10.00	$ 8,410.00	$ 1.00	$ 841.00

Bid Tabulation
2024-114
New Mexico Dr Improvements

Line #	Description	QTY	UOM	Quality Excavation, LLC		JR West Texas Concrete LLC		FNH Construction LLC		Jagoe-Public Company	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.30	10 Inch PVC Sanitary Sewer	691	LF	$ 94.00	$ 64,954.00	$ 131.10	$ 90,590.10	$ 125.00	$ 86,375.00	$ 150.00	$ 103,650.00
1.31	Install Sanitary Sewer Manhole, 4 Feet Diameter	4	EA	$ 15,172.00	$ 60,688.00	$ 11,500.00	$ 46,000.00	$ 12,500.00	$ 50,000.00	$ 15,000.00	$ 60,000.00
1.32	Remove Existing Sanitary Sewer Manhole	4	EA	$ 1,845.00	$ 7,380.00	$ 9,775.00	$ 39,100.00	$ 2,500.00	$ 10,000.00	$ 3,000.00	$ 12,000.00
1.33	Connect To Ex. Sanitary Sewer	4	EA	$ 2,413.00	$ 9,652.00	$ 3,450.00	$ 13,800.00	$ 2,500.00	$ 10,000.00	$ 4,000.00	$ 16,000.00
1.34	Cut, plug with grout and abandon Existing water main	1	LS	$ 12,299.00	$ 12,299.00	$ 11,500.00	$ 11,500.00	$ 60,000.00	$ 60,000.00	$ 15,000.00	$ 15,000.00
1.35	4 Inch Wastewater Service	14	EA	$ 3,262.00	$ 45,668.00	$ 1,380.00	$ 19,320.00	$ 65.00	$ 910.00	$ 4,000.00	$ 56,000.00
1.36	20 Inch Concrete Encasement	70	LF	$ 148.00	$ 10,360.00	$ 172.50	$ 12,075.00	$ 150.00	$ 10,500.00	$ 250.00	$ 17,500.00
1.37	Sewer Line Trench Protection	691	LF	$ 2.00	$ 1,382.00	$ 5.75	$ 3,973.25	$ 10.00	$ 6,910.00	$ 1.00	$ 691.00
1.38	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$ 4,896.00	$ 4,896.00	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00
1.39	Traffic Control	1	LS	$ 14,593.00	$ 14,593.00	$ 15,000.00	$ 15,000.00	$ 65,000.00	$ 65,000.00	$ 100,000.00	$ 100,000.00
1.40	Bermuda Grass Solid Sod with Soil Prep. Labor	5200	SY	$ 15.50	$ 80,600.00	$ 15.00	$ 78,000.00	$ 15.00	$ 78,000.00	$ 8.00	$ 41,600.00
1.41	Silt Fence	2900	LF	$ 3.00	$ 8,700.00	$ 6.00	$ 17,400.00	$ 6.00	$ 17,400.00	$ 10.00	$ 29,000.00
1.42	Construction Entrance	1	EA	$ 2,806.00	$ 2,806.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
1.43	Project Sign	1	EA	$ 656.00	$ 656.00	$ 2,600.00	$ 2,600.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00
1.44	Remove and Replace Existing Tree	1	LS	$ 7,918.00	$ 7,918.00	$ 9,000.00	$ 9,000.00	$ 30,000.00	$ 30,000.00	$ 9,000.00	$ 9,000.00
					$ 1,270,723.00		$ 1,351,046.89		$ 1,473,100.00		$ 1,913,877.00
2	**Alternate**										
2.1	4 Inch of HMAC Type B	4572	SY	$ 30.00	$ 137,160.00	$ 39.10	$ 178,765.20	$ 49.50	$ 226,314.00	$ 40.00	$ 182,880.00
	Total Base Bid and Alternate				$ 1,407,883.00		$ 1,529,812.09		$ 1,699,414.00		$ 2,096,757.00

Line	Responding Supplier	Supplier Notes

Line #	Att #	Attribute Name	Attribute Note	Quality Excavation,	JR West Texas Con	FNH Construction L	Jagoe-Public Company
Header	1	Bid Bond	1.) A copy of the bond sh				
Header	2	Mobilization	Mobilization shall be subs				
Header	3	Substantial Completion	Substantial Completion =	Acknowledge	Acknowledge	Acknowledge	Acknowledge
Header	4	Completion - Ready for Fi	Completion = 90 calendar	Acknowledge	Acknowledge	Acknowledge	Acknowledge
Header	5	Procore	The City of Celina utilizes	I agree to utilize the	I agree to utilize the	I agree to utilize the	I agree to utilize the
Header	6	ACH	All payments will be made				
Header	7	Electronic Submission	The City strongly requests				
Header	8	Celina Design and Constru	https://www.celina-tx.gov				
Header	9	Liquidated Damages	Liquidated Damages will b				
Header	10	Sub-Contractor Payments	All contracts in which ther	Agreed	AGREE	Yes, FNH agrees to	Jagoe-Public Compa
Header	11	Bid Acceptance	All bids will remain subjec				
Header	12	Retracting Your Bid - Maki	Modification to or Withdr				
Header	13	Non-Collusion	I certify as the responden	I certify that the sta	I certify that the sta	I certify that the sta	I certify that the sta
Header	14	Insurance	By selecting the box belo	I agree and will mai	I agree and will mai	I agree and will mai	I agree and will mai
Header	15	myCOI	The City of Celina is utilizi	I agree & will compl	I agree & will compl	I agree & will compl	I agree & will compl
Header	16	Contact Person	Name and Title	Doug Murphy, VP o	CHARLES HOWARD	Candace Gillespie, F	Brian Lee- Chief Esti
Header	17	Contact Person Phone			(979) 575-9209	(469) 248-0301	(940) 514-8071
Header	18	Contact Person Email		Doug@qualityexcav	CHARLES.HOWARD	candace@fnhconst	brian.lee@jagoepub
Header	19	Main Office Location		940-365-0800	108 S SHERMAN ST,	500 N Central Expy	3020 Fort Worth Dr
Header	20	Years in Business		20	8	13	73
Header	21	Office Location	Please list your corporate	104 Redfearn Road,	mailing address is P	One location - 500 N	3020 Fort Worth Dr
Header	22	Business Name	Has your business operate	Quality Excavation,	YES	n/a	Jagoe-Public Compa
Header	23	Binding Official	The name of the binding c	Doug Murphy	CHARLES HOWARD,	Candace Gillespie	Brian Lee
Header	24	Licensing	List jurisdictions and trade	N/A	COMPANY IS A MBE	TXDOT - Prequalifie	N/A
Header	25	SB 252	By checking the box, you,	I certify that the sta	I certify that the sta	I certify that the sta	I certify that the sta
Header	26	HB 89 ISRAEL	By checking the box, you,	I certify that the sta	I certify that the sta	I certify that the sta	I certify that the sta
Header	27	SB 13 Boycotting Energy C	By checking the box, I the	I certify that the sta	I certify that the sta	I certify that the sta	I certify that the sta
Header	28	SB 19 Firearm and ammur	In accordance with SB 19,	I certify that the sta	I certify that the sta	I certify that the sta	I certify that the sta
Header	29	Felony Conviction	State in the space provide	My firm is NOT own	2	2	My firm is NOT own
Header	30	Risk 1: Taxes - Local	Has your business/compa	Yes	YES	Yes	Yes
Header	31	Risk 2: Taxes - State/Fede	Has your business/compa	Yes	YES	Yes	Yes
Header	32	Risk 3: Audit/Investigatio	In the last five (5) years, h	No	NO	No	No
Header	33	Risk 4: Debarrment	In the last five (5) years, h	No	NO	No	No
Header	34	Risk 5: Bonding	In the past five (5) years, h	No	NO	No	No
Header	35	Risk 6: Licensing	In the past five (5) years, h	No	NO	No	No
Header	36	Risk 7 Contract Default	Has your business/compa	No	NO	No	No
Header	37	Risk 8 Contract Terminatic	Has your business/compa	No	NO	No	No
Header	38	Risk 9 Claims and Suits	Are there any judgments,	No	NO	No	No

Header	39	Risk 10 Claims and Suits	Within the last five (5) yea	No	NO	No	No
Header	40	Risk 11 Claims and Suits	Has your organization file	No	NO	Yes. City of Balch Sp	No
Header	41	Sub-Contractor Payments	All contracts in which ther	Quality Excavation a	NO	Yes, FNH agrees to	Jagoe-Public Compa
Header	42	Noise Ordinance	Article 8.04 sets time limit	Agreed	AGREE	Yes	Acknowledged
Header	43	Environmental Laws	By acknowledgement belc	Agreed	ACKNOWLEDGE	Yes	Acknowledged
Header	44	Public or Private	Is your business publicly t	No	No	No	No
Header	45	Exceptions / Comments	List any Exceptions or Con	None	NONE	None	None
Header	46	Ex-Parte Communication	To ensure the fair evaluat				
Header	47	State of Texas Registratior	Is your company registere	803509300	0802961045	32044587320	Yes. 10498700
Header	48	Certificate of Interested P	In 2015, the Texas Legisla	Acknowledge	Acknowledge	Acknowledge	Acknowledge

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Quality Excavation, LLC	Juan Najera	juan@qualityexcavationltd.com	
JR West Texas Concrete LLC	Charles Howard	charles.howard@jrwesttexasconcrete.	
FNH Construction LLC	Candace Gillespie	candace@fnhconstruction.com	
Jagoe-Public Company	Brian Lee	brian.lee@jagoepublic.com	

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robert Ranc, City Manager
CC:	Robert Ranc, City Manager
Intiated by:	225
Date:	July 9, 2024
Re:	2024-2026 Strategic Plan

Action Requested:
Consider and act upon a Resolution adopting the 2024-2026 Strategic Plan. (Ranc)

Background Information:
Following the February Council Retreat, staff has developed proposed revisions to the current Strategic Plan based on Council feedback. Council identified that some objectives were overly broad while others were too narrow, and that the goals were not sufficiently defined to align with each objective. Additionally, there was a desire to incorporate innovation, support for small businesses, and corridor planning into the revised plan.

Feedback and Incorporations:

May 2024 Council Meeting:

- Council requested the inclusion of physical connectivity, heritage preservation, and a clear definition of small business in the Strategic Plan. Staff prepared revisions in response to this feedback.

June 11, 2024, Council Meeting:

- Council directed staff to reincorporate servant leadership into the Plan. Consequently, the goal "Be the City of Servant Leaders" now emphasizes both an external and internal approach.

Revisions and Enhancements:

- Descriptions for several goals have been updated for greater clarity and distinction.
- Objectives have been revised to be broader, allowing for the development of specific action items that can be objectively monitored for progress.
- Staff will continuously monitor these action items and provide regular progress updates to the Council and the community.

These revisions aim to create a cohesive and comprehensive Strategic Plan that aligns with the Council's vision and priorities, effectively addressing the needs and aspirations of our community.

Legal Review:
The City Attorney has not been consulted.

Supporting Documents:
1. Strategic Plan 24-26
2. Staff Presentation

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

Staff Recommendation:
Staff recommends approval.

CELINA
TEXAS
EST. 1876

Life Connected.

STRATEGIC PLAN

2024 - 2026

A Note from the Mayor

RYAN TUBBS

Above: Celina's Downtown Square in 1940. Life was and continues to be in full swing on the Square.

past, present, future

SINCE CELINA'S EARLIEST DAYS, strategic planning has been incorporated into our hometown's way of living. In 1910, when J. Fred Smith carefully and methodically architected a plan to develop a Downtown Square for merchant trade and community gatherings, little did he know the impact that this crown jewel of Downtown Celina would still have today. Whether shopping, dining, attending a concert, or enjoying an outdoor movie, residents today reap the benefit of Smith's strategic planning, over a century later.

I am pleased for you to know that over a century later, Celina is still diligently planning for tomorrow. Thank you for taking the time to read our 2024-26 Strategic Plan, so that you may quickly see why Celina is one of the most attractive cities in North Texas. Whether you are one of our legacy families or you have lived here just a short while, I hope every page will excite you, as you learn more about the past, present, and future of Celina.

Since our last Strategic Plan was released, our community has been marked by record growth, with thousands of people moving here and dozens of businesses opening to serve the community. The following pages will show you how the growth we are experiencing has been planned for carefully, and you will also see how we continue to measure the expansion against critical milestones that will guard the charm of our community for generations to come.

Most important to these exciting days in Celina is the expansion of our public safety facilities, equipment, and personnel. As new fire and police facilities are currently under construction, the City is committed to staying ahead of the growth with our strong and respected public safety departments. Our fire, police, and paramedic personnel are some of the finest people who sacrifice daily for the safety and well-being of our residents. We will continue to fund and build these departments to meet their every need as our population increases.

Another critical component of this plan is the necessary infrastructure maintenance and expansion. Our City Planning and Public Works Departments work tirelessly to update our existing infrastructure and add new infrastructure where it is needed. I am confident that their work to expand our roads, water service, and other necessary components will make living and working in Celina a rich and pleasant lifestyle.

You will also see exciting plans for our parks and trails, the Downtown Square and surrounding area, and events and festivals that reflect and celebrate our unique culture. In order to guarantee that our *Life Connected.* culture can remain intact across the coming decades, these critical areas must continue to grow and expand with opportunities for our residents, neighbors, and friends to gather and get the most out of living and raising families here.

MEET CELINA'S

CITY COUNCIL

I am committed, through all of these vast plans and efforts, to guard and honor the bold and beloved heritage that has been handed to us from generations before ours. The vision and values of Celina remain, and they will forever be cherished and esteemed as we grow forward, together. The bricks of our historic Downtown Square, the lights of our iconic Water Tower, the comradery of our homecoming parades, and the fellowship we share when Celina people gather together represent the heart and soul of who we are and will carry us to where we are going. I am glad you are on this journey with us, and I am proud to serve as we go forward.

Home-Rule Municipality

Celina is a "Home-Rule Municipality," governed by a Mayor and City Council who are elected by the residents. Since its establishment in 1876, Celina residents have elected representatives to achieve City goals and enhance their quality of life. Acting together, the Mayor and City Council adopt all ordinances and resolutions and determine the general goals and policies for the City. The City's mission of preserving its agricultural heritage, providing excellent public safety, and an extraordinary quality of life are all key factors in each decision.

Philip Ferguson
PLACE 1

Eddie Cawlfield
PLACE 2

Andy Hopkins
MAYOR PRO TEM, PLACE 3

Wendie Wigginton
PLACE 4

Mindy Koehne
DEPUTY MAYOR PRO TEM, PLACE 5

Brandon Grumbles
PLACE 6

25 YEAR GOAL

OUR MISSION

Our mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

The Strategic Plan for the City of Celina was originally adopted by City Council in 2018. The Strategic Plan has been amended to reflect the growth, vision, and objectives of the City. This Strategic Plan was adopted in Summer 2024.

THE CITY OF CELINA

CORE VALUES

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance, and a sense of humor
- We embrace openness, diversity, and inclusion

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

SERVICE

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

VISION FRAMEWORK

We have a deep understanding that to be truly great, we must make a series of good and strategic decisions, which are consistent with our Vision Framework. Our efforts and resources will reside in the areas where our three segments intersect.

REPUTABLE DRIVERS

Entertainment / Destination City
All Inclusive
"Plant Your Roots" City
Small Town Charm / Big City
Strong Downtown
Best Lifestyle City
Convenience

CITY STRENGTHS

Prime Location
Public Safety
Revitalizing Downtown
Small Businesses
Quality Staff
Growth Opportunities
Technology / Innovation

GOALS

CITY OPPORTUNITIES

Physical Attributes to Live a *Life Connected.*
Social Attributes to Live a *Life Connected.*
Right Developments, Right Place
City Collaboration with Community Partners
Business-Friendly Climate
Small Business

1

Be *the* LIFE CONNECTED. City

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

OBJECTIVES

- ENHANCE RESIDENTS' ACCESS TO CITY SERVICES THROUGH INNOVATIVE TECHNOLOGY.
- EXPAND ON OPPORTUNITIES FOR BOARD AND COMMISSION INVOLVEMENT.
- CREATE OPPORTUNITIES FOR PHYSICAL CONNECTIVITY.

2 Be *the* UNIQUE City

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 are 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.

3

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.

OUSLEY PARK MASTER PLAN RENDERING

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 PROGRAM.

4 Be *the* City Built *on* PUBLIC SAFETY

CELINA FIRE STATION 3

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 SERVICES THAT WILL PROTECT THE CITY'S RESIDENTS.

5

Be *the* City *of* SUSTAINABLE ECONOMIC GROWTH

Economic development takes on many forms and with 78 square miles and a 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.

6 Be *the* City Built *on* INFRASTRUCTURE

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

OBJECTIVES

- 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.

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

We want to share our story through what we say, what we publish, the improvements we construct and the things we do. 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.

9

Be *the* City *of* SERVANT LEADERS

This goal focuses on strengthening Celina's proud tradition of selfless service to our neighbors and the community. We will build upon our legacy of service by continuing to strengthen and improve opportunities for volunteerism for residents and businesses alike. The City of Celina will also continue to build an organization of servant leaders, committed to providing excellent customer service to residents, businesses, and stakeholders, ensuring that their satisfaction and well-being remain our primary focus in all interactions.

OBJECTIVES

- DELIVER OUTSTANDING CUSTOMER SERVICE TO RESIDENTS, BUSINESSES, AND STAKEHOLDERS ALIKE.
- BROADEN OPPORTUNITIES FOR VOLUNTEERISM AND FOSTER DEEPER COMMUNITY ENGAGEMENT.
- DEVELOP AN ORGANIZATIONAL CULTURE OF SERVANT LEADERSHIP THROUGH ACCESS TO LEARNING AND TRAINING INITIATIVES.

Life Connected.

STRATEGIC PLAN UPDATE

July 9, 2024

BACKGROUND

Following the February Council Retreat, staff has developed proposed revisions to the current Strategic Plan based on Council feedback. Council identified that some objectives were overly broad while others were too narrow, and that the goals were not sufficiently defined to align with each objective.

AREAS OF FOCUS

- Council directed staff to focus on:
  - Effectively defining goals to align with the objectives (February)
  - Innovation (February)
  - Small business support (February)
  - Corridor planning (February)
  - Physical connectivity (May)
  - Heritage preservation (May)
  - Servant leadership (June)

BE THE CITY OF SERVANT LEADERS

GOAL #9

- Reincorporated into the Plan following Council's feedback from the June Council meeting.
- Focuses on the external and internal characteristics of servant leadership.

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15

OTHER REVISIONS & ENHANCEMENTS

- Descriptions for several goals have been updated for greater clarity and distinction.
- Objectives have been revised to be broader, allowing for the development of specific action items that can be objectively monitored for progress.
- Staff will continuously monitor objectives and action items and provide regular progress updates to Council and the community.

2024 – 2026 STRATEGIC PLAN GOALS

1

Be *the* *LIFE CONNECTED.* City

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

OBJECTIVES

- ENHANCE RESIDENTS' ACCESS TO CITY SERVICES THROUGH INNOVATIVE TECHNOLOGY.
- EXPAND ON OPPORTUNITIES FOR BOARD AND COMMISSION INVOLVEMENT.
- CREATE OPPORTUNITIES FOR PHYSICAL CONNECTIVITY.

2 Be *the* UNIQUE City

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 are 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.
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QUESTIONS?

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
Intiated by:	Lauren Vaughns
Date:	July 9, 2024
Re:	Regular Meeting dates and times of the City Council

Action Requested:
Consider and act on a Resolution prescribing Regular Meeting dates and times of the City Council. (Vaughns)

Background Information:
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.

Staff is requesting Council adopt the attached Resolution setting the regular meeting schedule. Council shall, in their motion, state the day(s) and time(s) they choose to designate as the regular meeting schedule.

Legal Review:
City Attorney has reviewed Resolution.

Supporting Documents:
1. Resolution
2. Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking Council's feedback and direction regarding the regular meeting schedule.

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS PRESCRIBING REGULAR MEETING DATES AND TIMES; AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") 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 and the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, pursuant to Section 3.05 "Meetings; Quorum" of the City's Charter, regular meetings of the City Council of the City (the "City Council") shall be held at such times as may be prescribed from time to time by resolution of the City Council; and

WHEREAS, the City Council desires to prescribe regular meeting dates and times of the City Council.

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

SECTION 1: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2: The City Council hereby establishes the following regular meeting dates and times for the City Council:

_____

_____

SECTION 3: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 5: This Resolution shall be in force and effect immediately upon final passage, and it is so resolved.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of July 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

CITY COUNCIL REGULAR MEETING DATES AND TIMES

Lauren Vaughns
July 9, 2024

COUNCIL FEEDBACK

Number of Council meetings per month

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