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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 8, 2022
5:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of a Proclamation to Celina High School Bocce State Champion Jenna Hemphill (Terry)

B. Recognition of Citizens Government Academy Participants (Terry)

C. 2022 Scenic City of the Year Award Presentation (McAfee)

D. Presentation by Carter Blood Care to winner of Battle of the Badges

E. Upper Trinity Regional Water District Quarterly Update (Howard)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding any and/or all agenda items.

B. Discussion regarding Tax Increment Reinvestment Zone #11 (TIRZ #11). (Stovall)

C. Discussion regarding the proposed 2023 City Council Retreat. (Satarino)

D. Discussion regarding an ordinance amending the Master Fee Chart. (Master Fee Chart Annual Update) (McAfee)

V. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign one of the speaker cards and present to the City Secretary prior to the beginning of the City Council meeting. Speakers are limited to three (3) minutes. The Council can take no action. No

charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

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

VI. EXECUTIVE SESSION:

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the city attorney on any agenda item listed herein.

A. Discussion regarding agreement by and between the City of Celina, Celina Economic Development Corporation and Creeks Retail

B. Discussion regarding Parks at Wilson Creek Traditions architecture

C. Discussion regarding R54 Glendenning Parkway right-of-way condemnation

D. Discussion regarding amendment to Hong Tract Development Agreement

E. Discussion regarding amendment to Legacy Hills Development Agreement

F. Discussion regarding Teel Lakes Development Agreement

G. Discussion regarding Sorrells Tract Development Agreement

H. Discussion regarding the acquisition of right-of-way and easements necessary for the construction of Coit Road from Vest Lane to Choate Parkway

I. Discussion regarding easement acquisition for Preston Road 24" Waterline Extension Project

J. Discussion regarding acquisition of land for City Hall parking garage

K. Discussion regarding possible southwest park land purchase

Reconvene Into Open Session

L. Consider and act upon any items discussed in executive session.

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 - September 13, 2022 - 5:00 PM

2. City Council - Regular Meeting - October 11, 2022 - 5:00 PM

B. Report regarding the Annual Stormwater Management Plan actions. (Glasgow)

C. Review and acceptance of the Quarterly Human Resources Report for the period ended September 30, 2022. (Peters)

D. Quarterly Investment Report for the period ended September 30, 2022. (Johnson)

E. Review and acceptance of the Quarterly Budget Report for the period ended September 30, 2022. (Bromiley)

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

G. Consider and act to purchase agenda software from CivicPlus with an initial first year cost of $8,200.00 and an annual recurring cost of $4,578.00 beginning in year two. (Berry)

H. Consider and act to purchase medical supplies and pharmaceuticals through a Interlocal Contract with Bound Tree Medical Supply in an amount not to exceed $60,000.00. (Berry)

I. Consider and act to purchase uniforms and leather gear through a cooperative contract with GT Distributors in an amount not to exceed $50,000.00. (Berry)

J. Consider and act to purchase uniforms for the Fire Department through a cooperative contract with Galls in an amount not to exceed $60,000.00. (Berry)

K. Consider and act to purchase replacement shade fabric panels from Webuildfun through a cooperative contract with Buyboard in an amount of $69,791.00 plus ten percent contingency in the amount of $6,976.00 in an amount not to exceed $76,767.00. (Berry)

L. Consider and act upon the purchase of third party inspection services from Burgess Construction Consultants Inc. and Bureau Veritas, at the unit prices listed, in an amount not to exceed $60,000.00 (Quigley)

M. Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $917,434.00. (Berry)

N. Consider and act to authorize an agreement for testing services for the Law Enforcement Center Construction with EST, Inc., in the amount of $93,130.00 plus ten percent contingency in the amount of $9,313.00 for a total amount not to exceed $102,443.00. (Berry)

O. Consider and act to authorize an amendment to Work Authorization 43 for testing services for Fire Station 3 with EST, Inc., in an amount not to exceed $88,839.00. (Berry)

P. Consider and act to authorize payment to deliver electric service to the Law Enforcement Center (Police Building) with Grayson Collin Electric Cooperative in an amount not to exceed $111,612.25. (Berry)

Q. Consider and act to authorize various repairs for fire trucks through the manufacturer's representative Siddon-Martin Emergency Group in an amount not to exceed $60,000.00. (Berry)

R. Consider and act to purchase a 2022 Type 1 Ambulance through a cooperative contract with Rush Truck Centers of Ohio, Inc., in an amount not to exceed $324,016.00. (Berry)

S. Consider and act to purchase a 2022 Silverado 3500 HD through a cooperative contract with Caldwell Country Chevrolet in an amount not to exceed $70,171.00. (Berry)

T. Consider and act to purchase a 2023 Silverado 1500 from Reliable Chevrolet in an amount not to exceed $48,327.00. (Berry)

U. Consider and act to purchase two 2022 Ford F150s through a cooperative contract with Silsbee Ford in an amount not to exceed $101,334.50. (Berry)

V. Consider and act to purchase a 2022 Ford Explorer through a cooperative contract with Silsbee Ford in an amount not to exceed $31,887.00. (Berry)

W. Consider and act to authorize the City Manager to enter into an agreement for the use of undeveloped City park property as agricultural land. (Webb)

X. Consider and act to authorize the City Manager to enter into an agreement for the lease of undeveloped City park property as pasture land. (Webb)

Y. Consider and act upon an Economic Development Performance Agreement by and between the City of Celina and NWC Tollway/Frontier, LP, for economic incentive funding under Chapter 380 of the Texas Local Government Code. (NWC Tollway/Frontier, LP) (Satarino)

Z. Consider and act upon an amendment to the Development Agreement for approximately 36 acres of land, generally located west of future Custer Road and approximately 1,800 feet north of future Ousley Boulevard, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Creek Pointe Estates – First Amended DA) (Lopez)

AA. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 25 acres within the Extraterritorial Jurisdiction, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. (SW Carey & Legacy - C-3 Annexation Service Agreement) (White)

AB. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 26 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Celina Parkway and County Road 57. (Young Tract – C-3 Annexation Service Agreement) (White)

AC. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 3 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. (3G10 Investments – C-3 Annexation Service Agreement) (Lopez)

AD. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Harper Estates Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on December 13, 2022, to consider an ordinance levying assessments on property located within the Harper Estates Public Improvement District. (Harper Estates PID – Pre-SAP) (Pollard)

AE. Consider and act upon an amendment to the Hong Tract Development Agreement for approximately 45 acres of land, generally located east of FM 1385 and approximately 180 feet north of Tudor Place, within the City Limits. (Hong Tract – First Amended DA) (Pollard)

AF. Consider and act upon a resolution of the City Council of the City of Celina, Texas, removing Corbett Howard as the City's representative and appointing Kimberly Brawner to serve as a member on the Board of Directors for the Upper Trinity Regional Water District (UTRWD).

AG. Consider and act on a resolution of the City Council authorizing the execution by the City of Celina, Texas, of conveyance documents necessary to effectuate the acquisition of water easements, wastewater easements and temporary construction easements for the Preston 24" Waterline Extension project; and providing for an effective date. (Majeed)

AH. Consider and act on a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents necessary to effectuate the acquisition of right of way, water easements, wastewater easements, drainage easements, slope easements and temporary construction easements for the Coit road (from Vest lane to approximately 1200 linear feet from Punk Carter Parkway) project; and providing for an effective date. (Oduro)

AI. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina 52 East LP easements dedicated as part of Greenway Phase 1. (Oduro)

AJ. Consider and act upon an ordinance of the City of Celina, Texas, adopting Updated Service Credits (USC) to be effective on January 1, 2023. (Peters)

AK. Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, to modify overlay district regulations. (Overlay Districts – Text Amendment) (McAfee)

B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 3 acres, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ). (3G10 Investments - C-3 Expedited Annexation) (McAfee)

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 3 acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. (3G10 Investments – Zoning) (McAfee)

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 25 acres, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (SW Carey & Legacy – C-3 Expedited Annexation) (McAfee)

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 25 acres to Mixed-Use District (MU), generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. (SW Carey & Legacy - Zoning) (McAfee)

F. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 26 acres, generally located at the northwest corner of future Celina Parkway and County Road 57, within the Extraterritorial Jurisdiction (ETJ). (Young Tract - C-3 Expedited Annexation) (McAfee)

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 26 acres to Mixed-Use District (MU), generally located at the northwest corner of future Celina Parkway and County Road 57. (Young Tract – Zoning) (McAfee)

IX. ACTION ITEM:

A. Consider and act to award RFP 2022-0149 for Performance Measures for Police and Fire Departments to Center for Public Safety Management in an amount not to exceed $144,369.00. (Satarino)

B. Consider and act to authorize the Guaranteed Maximum Price (GMP) Amendment 2 for the construction of the Law Enforcement Center Building, Phase 1 to Lee Lewis Construction in the amount of $23,306,708.00 for a guaranteed maximum amount not to exceed $31,321,873.00 (total project cost). (Berry)

C. Consider and act to award bid 2023-001 for Legacy Hills Water Reclamation Facility (WRF) to Bar Constructors Inc., in an amount not to exceed $33,051,795.00. (Berry)

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: November 3, 2022 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Lauren Field, TRMC Date Notice Removed
City Secretary

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	TIRZ #11 Discussion

Action Requested:

Discussion regarding Tax Increment Reinvestment Zone #11 (TIRZ #11). (Stovall)

Background Information:

On December 12, 2017, City Council approved Ordinance No. 2017-136 establishing Tax Increment Reinvestment Zone (TIRZ) #11. At the September 13, 2022, City Council Meeting, City Council approved an agreement by and between the City of Celina and David Pettit Economic Development, LLC, to update the TIRZ #11 Project and Financing Plan to reflect the City's Downtown Master Plan and other additions, such as land purchases, economic development opportunities, and public buildings.

The purpose of this discussion is to provide an overview of tax increment reinvestment zones, the background of TIRZ #11, updates made to the Project and Financing Plan, and next steps.

Staff Recommendation:

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Proposed 2023 City Council Retreat Discussion

Action Requested:
Discussion regarding the proposed 2023 City Council Retreat. (Satarino)

Background Information:
Staff will propose prospective location options for the upcoming 2023 City Council Retreat.

Staff Recommendation:

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Master Fee Chart Annual Update

Action Requested:

Discussion regarding an ordinance amending the Master Fee Chart. (Master Fee Chart Annual Update) (McAfee)

Background Information:

Please refer to the attached documents for further information related to the annual update of the Master Fee Chart.

Supporting Documents:

- Staff Presentation
- Proposed Redline

Staff Recommendation:

N/A

MASTER FEE CHART

ANNUAL UPDATE

City Council – Work Session
November 8, 2022

Attachment: Staff Presentation (Master Fee Chart Annual Update)

BACKGROUND

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

Attachment: Staff Presentation (Master Fee Chart Annual Update)

JUSTIFICATION

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

Attachment: Staff Presentation (Master Fee Chart Annual Update)

PROPOSED FEE CHANGES

- Proposing minor fee increases in Building and Engineering to assist with cost recovery and better match service levels
- Clarifying policy regarding same-day inspection services and penalties for excessive plan reviews
- Adjusting the Fire fees to be within regional standard (previously on the low end)
- Modifying meter & hydrant fees to reflect actual cost of service delivery

Attachment: Staff Presentation (Master Fee Chart Annual Update)

NEXT STEPS

- November – work session
- December – adoption
- January – implementation

Attachment: Staff Presentation (Master Fee Chart Annual Update)

CITY OF CELINA
MASTER FEE CHART

UPDATED DECEMBER 2022

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Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

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Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plan with Maps	$200
Senior Center	
Deposit	$100
Rental Fee	$50 per day
Special Events	
Special Event Permits	$50
Special Events, Tents	$150 per event
Downtown Pavilion Wedding Rental	
$~~400~~ 500 - *please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.*	

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Library Fees*	
Overdue Books, Audio Books, Music CDs, and Magazines	$0.25 per day
Overdue DVDs	$1 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement Library Card	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies and Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Parks & Recreation Fees			
Practice/Tournament			
	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	$50	$400 (per day)	$10 per participant, as applicable**
Baseball/Softball (per field)	$~~45~~50	$350 (per day)	
Soccer/Football (per field)	$25	$200 (per day)	
Tennis Court (per court)	$20	$40 (per day)	
*Tournament fee includes 1 field setup, typically for the start of the event **The Parks department reserves the right to adjust pricing based on the specifics of any given event			

Additional Facility Costs	
Lighting (per field)	$40 per hour
Game Preparation (baseball/softball)	$30 per field, per setup
Game Preparation (multiuse fields):	Costs contingent upon dimensions and markings required ($30 minimum)
Parks and Recreation Staff (per employee)	$40 (hourly)

- After 11:00 p.m., it is mandatory to have one parks representative on site
- At the discretion of the director, more than one parks representative may be required
- Repair of damaged facilities to be paid for at actual cost of labor and materials
- Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract

Pavilion (per four (4) hours)	
Less than 50 Attendees	$50
51-100 Attendees	$75
More than 100 Attendees	$125

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$~~350~~ 375 + $200 each additional review after second
Revised Plan Review	$~~175~~200
Building Permit Fee	$1.0~~0~~5 per sq. ft. under roof
Certificate of Occupancy (CO)	$75 (temporary CO is $200; doubles each 10 days)
Building Fee	$~~75~~100 per (plumbing, electrical, mechanical)
T-Pole	$75
Irrigation	$185
Fence	$75
Expired Permits / Refund	50% refund on permit fee if prior to work beginning
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-up / Skipped Inspection	$~~1~~200 (doubles for every offense on same project)
Paid Same Day Inspection	$1~~0~~50 (before 8 AM) requested & paid for
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
Parkland Dedication Fee	1 acre each 50 lots (or $~~2~~3 per sq. ft. of land of thatacreage or appraisal)
Park Improvement Fee	$1,500 per unit
Building Activity Fee	$~~500~~ 600 per building
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$~~35~~40 per unit (SF)
Capital Recovery Fees	If / when applicable
Impact Fees (water, sewer, roadway)	Varies per subdivision – see Impact Fee Chart
Residential Remodels & Additions	
Application	$50
Plan Review	$~~100~~ 125 + $~~100~~ 125 each additional review after second
Building Permit Fee	$0.65 per sq. ft. under roof ($200 minimum)
Building Fee	$~~75~~100 per (mechanical, electrical, plumbing)
Re-inspection Fee	$~~75~~100 per failed inspection after 2nd failed inspection
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Residential Building Permits – Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$~~75~~100
Building Permit Electrical	$~~75~~100
Building Permit Plumbing	$~~75~~100
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Residential Miscellaneous Permit	
Application Fee	$50
~~Fourth (or more)~~ Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8 AM)
Demolition or Foundation Repair	~~$50 application +~~ $100 permit
Curb Cut / Driveway / Flatwork	~~$50 application +~~ $100 permit
Fence	~~$50 application +~~ $50 permit
Solar Panel / Storm Shelter / Windows	~~$50 application + $75 review +~~ $100 permit
House Moving	~~$50 application +~~ $400 permit
Irrigation	~~$50 application +~~ $185 permit
~~Irrigation Repair~~Backflow Installation	~~$50 application +~~ $75 permit
Manufactured Home	~~$50 application +~~ $100 permit + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pit, etc.)	~~$50 application + $75 review +~~ $225 permit per structure
Pool / Spa	$~~200~~ 250 (Major) / $100 (Minor)
Generator	$100
Refund policy	50% of permit fee when no work has been done
Re-inspection Fee	$~~75~~100 per failed inspection after 2nd failed inspection
Retaining Wall	~~$50 application +~~ $100 permit
Roof / Roof Repair	~~$50 application +~~ $100 permit
Simple Grading - Single Lot	~~$50 application +~~ $ 75 permit
T-Pole	$75~~0~~
Unauthorized Cover-up / Skipped Inspection~~Fee~~	$200 (doubles for every offense on same project)
Water Well Drilling	~~$50 application +~~ $100 permit
Work Without Permit Fee	Double the permit fee

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	$~~150~~200
Plan Review	50% of building permit fee for projects valued at ~~two~~three million dollars or less, 25% of permit fee for projects valued greater than ~~two~~three million dollars, or amount asrequired by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8 AM)
Unauthorized Cover-up / Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit Fee	Current ICC sq. ft. construction costs table fee for appropriate construction type – (gross area X sq. ft. construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.8~~5~~8 per sq. ft. under roof
Re-Inspection Fee	$~~75~~100 per each inspection after 2nd failed inspection
Building Fee (mechanical, electrical, plumbing)	~~Square footage of building floor area:~~$0.04 per square foot a. ~~1 - 2,500 sq. ft. - $75~~ b. ~~2,501 - 5,000 sq. ft. - $125~~ c. ~~5,001 - 10,000 sq. ft. - $150~~ d. ~~over 10,000 sq. ft. - $175~~
Outdoor Warning Device	$~~10~~ 12 per unit
T-Pole	$150
Building Activity Fee	$500 per building
Technology Fee	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days ~~(+ $0.10 per sq. ft. after30 days)~~
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Tenant Finish-Out & Remodel Miscellaneous Commercial /& Multi-Family ~~Permit Fees~~	
Application	$~~150~~200
Plan Review	50% of building permit fee for projects valued at $~~2~~3 million orless, 25% of permit fee for projects valued greater than $~~2~~3 million, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$500 (escalates by $100 each time thereafter)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8 AM)
Commercial Building Permit Fee	$~~7~~8 per $1,000 in value ($~~100~~ 200 minimum)
Multi-Family Building Permit Fee	$0.~~39~~41 per sq. ft.
Building Fee – (M.E.P.)	~~$5 per $1,000 in value~~$0.04 per square foot ($75 minimum)
Clean & Show / Meter Release	$75
Demolition	$100 permit
Re-Roof	$100 permit (per building)
Commercial Pool	$500 permit + trades minimum
Curb Cut / Driveway / Flatwork	$100 permit
Retaining Wall / Screen Wall / Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$~~100~~150
Temporary Trailer	$200 permit + trades minimum
Temporary Batch Plant	$350 permit
Unauthorized Cover-up / Skipped Inspection	$2~~0~~50 (doubles for every offense on same project)
Refund Policy	80% permit fee only when no work has been done (50%)
Re-inspection Fee	$~~75~~100 per inspection
Work Without Permit Fee	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$~~2~~300 every ~~1~~30 days (escalates)

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Annual Contractor Registration	
Electrical Contractor	No charge per State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	No charge per State law
Plumbing Contractor	No charge per State law
Sign Contractor	$100
ROW Contractor	$100
Utility Franchise Contractor	No charge
Work Without Permit Fee	Double the permit fee & Re-register as Contractor
Signs / Promotional Event Permits	
Wall Sign (miscellaneous)	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
Promotional Event	$50 permit + $50 food (if applicable)

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Alternative Process	
Application	$~~150~~200
Plan Review - Private	50% of building permit fee for projects valued at $~~2~~3 million or less, 25% of permit fee for projects valued greater than ~~two~~three million dollars, or amount as requiredby 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $10~~0~~5 per lot 101 - 200 lots: $9~~0~~5 per lot 201 - 300 lots: $8~~0~~5 per lot Greater than 300 lots: $7~~0~~5 per lot
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)
Landscape / Hardscape Plan	$250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Private	$7 per $1,000 in value ($100 minimum)
Civil Permit Fee - Public	3.5% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Non-Franchise	$75 permit
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review Fee	$500
Floodplain Permit	3rd party review fee (if applicable) +0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	0-5 acres: $150 5.1–10 acres: $250 10+ acres: $500 + $10 per acre

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$~~300~~400
Plan Review - Private	100% of building permit fee for projects valued at $~~2~~3 million dollars or less, 50% of permit fee for projects valued greater than ~~two~~ three million dollars, or amount asrequired by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $2~~1~~00 per lot 01 - 200 lots: $1~~8~~90 per lot 201 - 300 lots: $1~~6~~70 per lot Greater than 300 lots: $1~~4~~50 per lot
Fourth (or more) Plan Review	$2,000 each (escalating $2,000 each round)
Landscape / Hardscape Plan Review	$500 plan review + $1,000 permit
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee – Private	$14 per $1,000 in value ($200 minimum)
Civil Permit Fee – Public	7% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility Companies	No Fee
Non-Franchise	$150 permit
After-Hour Inspection	$160 per hour (4-hour minimum)
Minor Review Fee	$1,000
Floodplain Permit	3rd party review fee (if applicable) +0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	0 – 5 acres: $300 5.1 – 10 acres: $500 10+ acres: $1,000 + $20 per acre

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Planning & Zoning Fees	
Application Fee	$300
Site Plan Review	$750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $12 per lot
Chapter 212 Plat Process	$1,000 + $24 per lot
Plat Filing Fee	$~~150~~200
Development Agreement (Minor)	$1,000
Development Agreement	$3,000
Development Agreement (Major)	$8,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter	$~~150~~200
Variance (BOA) / HPC	$300
Zoning Signage	$350
Alley Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Prints of Long-Range Plans	$~~30~~50
Tree Removal	
Tree Removal Permit	$~~15~~200 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	$3750
Food Service - Limited Purpose / Private School	$100
Food Service - Non-Profit / Public School	No charge
Food Truck (hot or cold)	$3000 25 (includes fire inspection)
Grocery Store - Major	$6000 25
Grocery Store - Minor	$2750
Late Annual Renewal	$125 00
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event Vendor	$75 100 (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the State fee (TABC regulated)
Pool (public or semi-private)	$2000 25
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $250 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Fire Department Permit / Inspection Fees	
Application	$~~150~~ 200 per permit
3rd Party Plan Review Fees	As applicable
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $~~50~~ 100 each Fire Wire Inspection: $100 per building
Fire Sprinkler (new commercial or multi-family)	0 to 100,000 sq. ft.- $0.~~04~~ 05 per sq. ft. > 100,000 sq. ft.- $0.~~02~~ 03 per sq. ft.
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $~~1~~250 Over 150 devices: $300 Additional floors (beyond first): $50 each Foam system: + $50
Fire Sprinkler – Single-Family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / Alteration LPG or Compressed Gases Flammable / Combustible Storage Tank Fire Lane Traffic Control Device Battery Systems	$~~150~~200
Temporary Tent or Canopy (per structure)	$150
Burn Permit	$100 per area
Work Without Permit Fee	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Alarm Fees	
Annual, Nonrefundable – New Alarm Permit or Renewal (Residential)	$35
Annual, Nonrefundable – New Alarm Permit or Renewal (Commercial)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this article as long as the entity has a valid alarm permit but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit https://www.crywolfservices.com/celinatx/	

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Business Related Fees	
Marilee SUD Decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – Fewer Than 5 Employees	$150
Business – 5 Employees or More	$200
Cleaners / Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates

Residential

Inside City (W1 Residential) – Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
3/4"	$24.56	$24.56
1"	$41.30	$41.30
1-1/2"	$82.61	$82.61
2"	$132.18	$132.18

Inside City (W1 Residential) – Volume Rate/1,000 Gal

	Effective Jun-22	Effective Jun-23
2,001–10,000	$5.37	$5.37
10,001–20,000	$8.13	$8.13
20,001–30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Outside City (W2 Residential Outside) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$36.84	$36.84
1"	$61.95	$61.95
1-1/2"	$123.92	$123.92
2"	$198.27	$198.27
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$8.05	$8.05
10,001–20,000	$12.19	$12.19
20,001–30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72
Commercial		
Inside City (W3 Commercial) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$29.50	$29.50
1"	$51.63	$51.63
1-1/2"	$103.27	$103.27
2"	$165.22	$165.22
3"	$247.83	$247.83
4"	$413.05	$413.05

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Inside City (W3 Commercial) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$5.37	$5.37
10,001–20,000	$8.13	$8.13
20,001–30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4 Commercial Outside) – Monthly Minimum Payment		
	Effective Jun-22	Effective Jun-23
3/4"	$44.26	$44.26
1"	$77.45	$77.45
1-1/2"	$154.90	$154.90
2"	$247.84	$247.84
3"	$371.74	$371.74
4"	$619.58	$619.58
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$8.05	$8.05
10,001–20,000	$12.19	$12.19
20,001–30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes that are under construction will be charged at monthly fee of $100.00 per month during construction in lieu of standard billing rates. After aCertificate of Occupancy is issued on a new home, the City's standard rate structure will apply.

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Wastewater Monthly Rates and Charges		
Residential		
Inside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$25.54	$25.54
1"	$45.90	$45.90
11/2"	$85.66	$85.66
2"	$146.85	$146.85
Inside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001 - Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$38.32	$38.32
1"	$68.84	$68.84
11/2"	$128.49	$128.49
2"	$220.27	$220.27
Outside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$9.55	$9.55
5,001 - Above	$11.82	$11.82
Gallon Allowance	1,000	0

Commercial		
Inside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$30.59	$30.59
1"	$57.37	$57.37
11/2"	$107.08	$107.08
2"	$183.56	$183.56
4"	$458.90	$458.90
Inside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$6.94	$6.94

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Outside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$45.89	$45.89
1"	$86.06	$86.06
11/2"	$160.63	$160.63
2"	$275.34	$275.34
4"	$688.36	$688.36
Outside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10 / $14.05	$16.30 / $15.40
Recycling	$3.50 / $3.50	$3.65 / $3.65
Extra Cart	$9.25	$9.75

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10	$16.30
Recycling	$3.50	$3.65
Extra Cart	$9.25	$9.75

Commercial Rate Schedule				
Size/Frequency	1 Lift Per Week	2 Lifts Per Week	3 Lifts Per Week	Extra Lift
2 Cubic Yd	$84.65	$173.30	$233.60	$60.08
3 Cubic Yd	$118.13	$262.26	$326.03	$70.08
4 Cubic Yd	$156.54	$315.02	$432.07	$80.08
6 Cubic Yd	$175.98	$351.26	$485.71	$110.11
8 Cubic Yd	$215.09	$387.13	$594.07	$120.11

Container with Gates	$6.00
Containers with Casters	$12.00
Containers with Locks	$11.70

Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton	
Haul	$478.14
Delivery	$125.84
Daily Rent	$5.04
Disposal	$46.63

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($~~30~~ 75 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$~~500~~1,000
Returned Check Fee	$25

Meter Fees	
¾"	$~~370~~ 415 (existing meters only)
1"	$~~475~~ 480 (minimum meter size)

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

1 ½”	$~~1,000~~1,730
2”	$~~1,470~~1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials
Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd time+)
Tamper Fee	$1,000
Damaged Collar Lock	$95
Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	

Re-inspection Fees	
First	$~~100~~125
Second	$~~150~~175
Third	$~~200~~225
Water/Wastewater Connection Fees	
Water	
1” Tap	$2,175
1 ½” Tap	$2,475
2” Tap	$2,475
Boring Fee	$1,200

- All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. Contractors will purchase meters greater than 2” directly from the City’s current meter vendor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Sewer	
4” Tap	$1,500
Boring Fee	$1,000

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

- All taps greater than four inches will need to be installed by the contractor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Pro-Rata Charges

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

Impact Fees

Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.

Repair Fees

Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor, and repair to streets and easements.

Review Fees for Permits - Individual wastewater discharge permit

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

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Municipal Drainage Utility System Fees	
The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act.	
Impervious Area; Fee Assessed	
• Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. • The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:	
Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sq. ft. IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq. ft. IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq. ft. IA)	$13.25
Non Single-Family Residential	
Monthly Rate per ERU	$7.75
*ERU (Equivalent Residential Unit) = 5,000 sq. ft. impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.	
Impervious Exemptions	

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
  ○ State property;
  ○ City property;
  ○ County property;
  ○ School district property;
  ○ Tax-exempt religious institution property; and Public or private institutions of higher education property.	

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

Right-of-Way Management Fees	
Streets, sidewalks and other public places, right-of-way management:	
Permit Application Fee	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network notes)
	$500 (1–5 network notes)
	$1,000 per pole
Small Cell User Fees (this penalty shall not exceed and is capped by statutory	$250 annually for each network node
	$20 per year for city pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. ft.	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39	$78	$117	$156

Attachment: Proposed Redline (Master Fee Chart Annual Update)

MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200

Attachment: Proposed Redline (Master Fee Chart Annual Update)

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 13, 2022
5:00 PM
MINUTES

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the Regular Meeting of the Celina City Council to order at 5:01 p.m. on Tuesday, September 13, 2022, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Sean Terry	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of a Proclamation Proclaiming October 8, 2022, as "Arbor Day" in the City of Celina.

Mayor Terry presented a proclamation to the City of Celina's Planning Department proclaiming October 8, 2022, as "Arbor Day."

B. Presentation of the Achievement of Excellence in Procurement Award to the City of Celina's Purchasing Department

Mayor Terry presented the Achievement of Excellence in Procurement Award to Dawn Berry, Purchasing Director.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions (Monaco)

B. Growth Strategies Discussion (McAfee)

Dusty McAfee, Executive Director of Development Services, led discussion regarding the City's growth strategies.

C. CMAR Overview (Brawner)

Kimberly Brawner, Assistant City Manager, and Dawn Berry, Purchasing Director, gave an overview of the Construction Management at-Risk method.

D. Overlay Districts Discussion (McAfee)

Dusty McAfee, Executive Director of Development Services, led discussion regarding overlay districts within the City.

E. Upper Trinity Regional Water District Annual Update (Brawner)

Kimberly Brawner, Assistant City Manager, presented the Upper Trinity Regional Water District's annual update.

V. OPEN FORUM:

Bart Johnson, spoke regarding animal control in the City.
April Grandgeorge spoke regarding 575 Frontier Parkway development.
Tanya Santos spoke regarding 575 Frontier Parkway development.
Bryan Jones spoke regarding 575 Frontier Parkway development.
Elina Ynabov spoke regarding 575 Frontier Parkway development.

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 6:07 p.m.

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

A. Discussion Regarding City Manager's Contract

B. Discussion Regarding Shea Scott v. City of Celina, Texas; Cause No. DC-20-18195; In the District Court of Dallas County, Texas; 44th Judicial District

C. Discussion Regarding Dallas North Tollway Right-of-Way Purchase Generally Located at Outer Loop and Dallas North Tollway

D. Discussion Regarding Letter Agreement on Eland Ranch Development for Easements and Right-of-Ways

E. Discussion Regarding Development Agreement by and between the City of Celina and Developer of Village at Ownsby Farms

F. Discussion Regarding Development Agreement by and between the City of Celina and a Membership Warehouse Club

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

G. Discussion Regarding Development Agreement by and between the City of Celina and Preston 450

H. Discussion Regarding Development Agreement by and between the City of Celina and Celina Parvin

I. Discussion Regarding Development Agreement by and between the City of Celina and SGS Celina, LLC (First State Bank and O'Reilly)

J. Discussion Regarding an Amendment to Development Agreement by and between the City of Celina and S. Broadway Development Regarding Left Turn Lane

K. Discussion Regarding CCN Purchase Agreement by and between the City of Celina and Mustang Special Utility District

L. Discussion Regarding Mustang and Aqua Texas CCN transfer – G Bar Motion to intervene with PUC

M. Discussion Regarding an Agreement Between the City of Celina and the Celina Economic Development Corporation for a Martinek site purchase

N. Discussion Regarding "Project King"

O. Discussion Regarding "Project Diamond"

Reconvene Into Open Session

The City Council reconvened into Open Session at 7:53 p.m.

P. Consider and act upon any items discussed in executive session.

A. Discussion Regarding City Manager's Contract

RESULT:	**APPROVED [4-2]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Ferguson, Pierce, Hopkins, Koehne
NAYS:	Griggs, Wigginton

E. Discussion Regarding Development Agreement by and between the City of Celina and Developer of Village at Ownsby Farms

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

F. Discussion Regarding Development Agreement by and between the City of Celina and a Membership Warehouse Club

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

K. Discussion Regarding CCN Purchase Agreement by and between the City of Celina and Mustang Special Utility District

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VII. CONSENT AGENDA:

Mayor Terry removed items: U, V, Z, AE, and AG from the Consent Agenda for individual consideration.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - August 9, 2022, 5:00 PM
2. City Council - Special Meeting - August 15, 2022, 5:00 PM
3. City Council - Special Meeting - August 22, 2022, 5:00 PM
4. City Council - Special Meeting - August 27, 2022, 9:00 AM

B. Consider and act upon an agreement by and between the City of Celina and David Pettit Economic Development, LLC, for tax increment reinvestment zone (TIRZ) consulting services for TIRZ #5 in the amount not to exceed $38,000. (Stovall)

C. Consider and act upon an agreement by and between the City of Celina and David Pettit Economic Development, LLC, for tax increment reinvestment zone (TIRZ) consulting services for TIRZ #11 in the amount not to exceed $23,000. (Stovall)

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

D. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing an amendment to Section 1.07.002, Disposal of Surplus Property of the City of Celina Code of Ordinances. (Berry)

Ordinance No. 2022-101

E. Consider and act upon a resolution adopting the Fiscal Year 2022 updates to the City's Procurement Policy; Incorporating Recitals and providing an effective date. (Berry)

Resolution No. 2022-43R

F. Consider and act to award bid 2022-0151 for Fine Arts Master Plan to Keen Independent in an amount not to exceed $60,798.00. (Quigley)

G. Consider and act to award bid 2022-0132 Library Master Plan to 720 Design in an amount not to exceed $68,550.00. (Quigley)

H. Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Celina Real Estate, LLC for Right-of-Way Dedication along Colorado Drive and Beech Street. (Glasgow)

I. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Field)

J. Consider and act upon a Resolution adopting the Collin County Hazard Mitigation Plan. (Metdker)

Resolution No. 2022-44R

K. Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Figueroa)

L. Facilities Agreement between the City of Celina and Celina Real Estate, LLC. for the use of approximately 0.3329 acres of land for the expansion of annual Touch-a-Truck, Heritage Festival, Beware! Of the Square, and Christmas on the Square events. (Monaco)

M. Consider and act to authorize the City Manager to convey approximately 1.6 acres of land to Doe Branch Partners LLC (the Developer) in exchange of an equivalent acres to be part of the Ousley park per the development agreement signed in January 2021 between the City and the Developer. (Glasgow)

N. Consider and act to approve Right of Way Negotiations, Appraisals, Title Reports and Filings for Ownsby Parkway (Preston to Coit) to Specialty Land Services in an amount not to exceed $130,450.00. (Berry)

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

O. Consider and act to authorize an agreement for Engineering Services for the design of Rasor Regional WRF to Garver, LLC., in an amount not to exceed $1,425,864.00. (Berry)

P. Consider and act to award bid 2022-0152 for Recreation Management Software to Civic Plus for an initial three year term at an amount not to exceed $21,821.00. Each additional year after year three will be approximately $5,000 per year. (Quigley)

Q. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filings. (Satarino)

Resolution No. 2022-45R

R. Consider and act to authorize an agreement for public information services with Strategies 360 in an amount not to exceed $72,000. (Stovall)

S. Consider and act upon a Chapter 380 partnership agreement between the City of Celina and El Puente de Celina for the Cinco de Mayo Festival through 2025 and authorize the City Manager to execute on behalf of the City of Celina. (Satarino)

T. Consider and act to authorize Change Order 5 for Louisiana Water Line 1B to ANA Site Construction in an amount not to exceed $98,540.00 (Berry)

W. Consider and act to purchase Lawn Care Services from TruGreen through a cooperative contract with Buyboard in an amount not to exceed $49,600.00. (Quigley)

X. Consider and act to purchase fiber optic cable from Graybar through a cooperative contract with Omnia Partners in an amount not to exceed $179,293.53. (Berry)

Y. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2022-2023 budget for the Celina Community Development Corporation. (Bromiley)

Resolution No. 2022-46R

AA. Consider and act upon a resolution of the City Council of the City Of Celina in support of Denton County 's Transportation Road Improvement Program (TRIP 22) (Brawner)

Resolution No. 2022-48R

AB. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone (TIRZ) #5 project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Resolution No. 2022-49R

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

AC. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone (TIRZ) #11 project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Resolution No. 2022-50R

AD. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021, and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Ordinance No. 2022-102

AF. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.04. (Noise Ordinance) (McAfee)

Ordinance No. 2022-104

AH. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road. (Tuscany Estates Ph 2 (Southern Portion) - Annexation Service Agreement) (Mohan)

ITEMS REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

U. Consider and act to award bid 2022-0177 for on-call Engineering Services to various vendors as listed in the award recommendation attachment. (Berry)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

V. Consider and act to award bid 2022-0177 for Frontier Parkway Erosion Control to Texas Standard Construction, LLC in the amount $176,890.00 plus ten percent contingency in the amount of $17,689.00 for a total amount not to exceed $194,579.00. (Berry)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

Z. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2022-2023 budget for the Celina Economic Development Corporation. (Bromiley)

Resolution No. 2022-47R

RESULT:	**APPROVED [4-2]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Ferguson, Pierce, Hopkins, Koehne
NAYS:	Griggs, Wigginton

AE. Consider and act upon an ordinance amending the City's Code of Ordinances; Chapter 3: Building Regulations by Reference of 2021 International Model Construction Codes. (2021 International Model Construction Codes) (McAfee)

Ordinance No. 2022-103

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

AG. Consider and act upon a Development Agreement between the City of Celina and First State Bank; generally located at the northwest corner of Preston Road and Ash Street, within the City Limits. (First State Bank - Development Agreement) (McAfee)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2022-2023 budget. (Bromiley)

Mayor Terry opened the public hearing at 8:10 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:10 p.m.

No action taken.

B. Conduct a public hearing to consider testimony regarding the proposed 2022 Ad Valorem Tax Rate. (Bromiley)

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

Mayor Terry opened the public hearing at 8:11 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:11 p.m.

No action taken.

C. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following properties: (22-01 Annexation Third Public Hearing and Ordinance Adoption) (White)

Mayor Terry opened the public hearing at 8:12 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:16 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted three (3) for and three (3) opposed, with Councilmembers Griggs, Pierce, and Wigginton voting in opposition. Mayor Terry broke the tie with a vote in support of approving Ordinance No. 2022-105. The motion carried.

RESULT:	**APPROVED [4 TO 3]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Ferguson, Hopkins, Koehne, Terry
NAYS:	Griggs, Pierce, Wigginton

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 9 acres, generally located north of the future Collin County Outer Loop and approximately 940 feet east of future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (Tuscany Ph. 2 (Southern Portion) – C-3 Expedited Annexation) (Mohan)

Mayor Terry opened the public hearing at 8:19 p.m.

Dan Gall spoke regarding infrastructure and roads.

With no one else wishing to speak, Mayor Terry closed the public hearing at 8:20 p.m.

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-106. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 106 on approximately 253 acres, generally located 1,100 feet south of Sunset Boulevard and east and west of future Coit Road. (Tuscany Estates Ph. 2 – PD Zoning) (Mohan)

Mayor Terry opened the public hearing at 8:20 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:20 p.m.

Upon a motion by Councilmember Koehne and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-107. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 51 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), and Commercial, Office, and Retail (C) base zoning, generally located south of future Sunset Boulevard and 1,100 feet west of future Custer Road. (Matusek Tract – PD Zoning) (Mohan)

Mayor Terry opened the public hearing at 8:23 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:23 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-108. The motion carried.

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to Agricultural District (AG), generally located west of Peterman Parkway, east of Smiley Road, north of Parvin Road, and south of Marilee Road. (Tuscany Estates Ph. 2 & Matusek Remainder – Zoning) (Mohan)

Mayor Terry opened the public hearing at 8:26 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:26 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-109. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

H. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #5 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5 of the Wells South Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Neighborhood Improvement Area #5 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended (Well South NIA #5 - PID SAP Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 8:30 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 8:30 p.m.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-110. The motion carried.

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

IX. ACTION ITEM:

A. Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Board of Adjustments, Community Development Corporation / Parks and Recreation Board, Downtown Commission, Economic Development Corporation, Fine Arts Board, Library Board, Planning and Zoning Commission, Special Events Advisory Committee. (Field)

Community Development Corporation / Parks & Recreation Board

	Term:
Morgan Brown	2-year
Lassine Konate	3-year
Juan Martinez	1-year
Russell McDaniel	2-year
Caroline Park	3-year
Ryan Samuelson	3-year
Alan Upchurch	2-year

Downtown Commission

	Term:
Michelle Baggett	3-year
Rachel Baty	3-year
Joseph Burke	2-year
Sable Coleman	1-year
Richard Gonzalez	1-year
Buddy Minett	2-year
Jack Ousley	3-year
Drew Smith	1-year
Audrea Weimer	2-year

Economic Development Corporation

	Term:
Allison Alvino	1-year
Clint Bissett	2-year
Daniel Gall	1-year
Sandra Martinez	1-year
Kyle Rose	2-year

Fine Arts Board

	Term:
Brian Bender	2-year
Tawnia King	1-year
Gina Overstreet	2-year
Sarah Phillips	2-year
Jennifer Samuelson	1-year
Jack Washington	1-year
Brittany Yanniello	2-year

Library Board

	Term:
Jessica Biwot	2-year
Becky Freeman	2-year
Daryl Meyer	1-year
Molly Page	2-year
Joann Rutt	2-year
Corinne Weaver	1-year
Aaron Zapata	1-year

Planning & Zoning Commission

	Term:
Shawn Bain	2-year
Russell Boswell	1-year
Michael Dawson	1-year
Brandon Grumbles	3-year
Bryan Poche	3-year
Daniel Rojas	2-year
Daniel Trigo	2-year

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Special Events Advisory Committee

	Term:
Matthew Eberius	2-year
Vicky Hogue	2-year
Jason Park	2-year
Michelle Reeves	1-year
Ryan Tubbs	1-year
Amanda Webber	2-year
Kim Wickliffe	1-year

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to approve appointments to fill terms on City boards, commissions, committees, and corporations. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project); approving and authorizing related agreements; and providing an effective date (Wells South #5 - PID Bond Ordinance) (Pollard)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-111. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

C. Consider and act to authorize an agreement with TRC Engineers, Inc., for engineering services for the design of Warning Sirens at various locations in an amount not to exceed $34,880.00. (Berry)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to authorize an agreement with TRC Engineers, Inc. for design of Warning Sirens at various locations. The motion carried.

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

D. Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of the Law Enforcement Center, Phase 1 to Lee Lewis Construction for a guaranteed maximum amount not to exceed $8,015,165.00. (Berry)

Upon a motion by Councilmember Griggs and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to authorize a contract with and guaranteed maximum price for construction of Law Enforcement Center, Phase 1 to Lee Lewis Construction. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of the Senior Center to Hill & Wilkinson General Contractors for a guaranteed maximum amount not to exceed $3,705,533.00. (Berry)

Upon a motion by Councilmember Koehne and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to authorize a contract with and guaranteed maximum price for the construction of the Senior Center to Hill & Wilkinson General Contractors. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

F. Consider and act to authorize an agreement for engineering design services for the Wilson Creek Park Master Plan in an amount not to exceed $72,820.00. (Berry)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to authorize an agreement for engineering design services for the Wilson Creek Park Master Plan. The motion carried.

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

G. Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2022-2023; beginning October 1, 2022 and ending September 30, 2023. (Bromiley)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to ratifying the property tax revenue increase. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

H. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2022-2023 beginning October 1, 2022, and ending September 30, 2023, and making appropriations for each department, project and account and providing for expenditures of funds. (Bromiley)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-112. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

I. Consider and act upon an ordinance of the City of Celina, Texas, fixing and levying municipal Ad Valorem Taxes for the fiscal year beginning October 1, 2022, and ending September 30, 2023, at a rate of $.634759 per one hundred dollars ($100.00) assessed valuation on all taxable property within the corporate limits of the city. (Bromiley)

Upon a motion by Councilmember Koehne and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-113. The motion carried.

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

X. ADJOURNMENT:

Mayor Terry adjourned the Regular Meeting of the Celina City Council at 8:55 p.m. on Tuesday, September 13, 2022.

_____
Sean Terry, Mayor

_____ _____
Lauren Field, City Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Sep 13, 2022 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 11, 2022
5:00 PM
MINUTES

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, October 11, 2022, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Sean Terry	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of outgoing Board and Commission Members (Terry)

Mayor Terry recognized all outgoing board, commission, committee, and corporation members.

B. Recognition of the Summer Reading Award Recipients (Shaw)

Mayor Terry recognized all Summer Reading Award recipients.

C. Recognition of the Heritage Cowboy Poetry Award Winners (Shaw)

Mayor Terry recognized the Heritage Cowboy Poetry Award winners.

D. Presentation of a Proclamation to the City of Celina's Planning Department Proclaiming October 2022 as, "Community Planning Month" (Terry)

Mayor Terry presented a proclamation to the City of Celina's Planning Department proclaiming October 2022, as "Community Planning Month."

E. Presentation of a Proclamation to the City of Celina's Fire Department Proclaiming October 9-15, 2022, as, "Fire Prevention Week" (Terry)

Mayor Terry presented a proclamation to the City of Celina's Fire Department Proclaiming October 9-15, 2022, as, "Fire Prevention Week."

F. Presentation of a United States Flag to a Veteran (Hopkins)

Councilmember Hopkins presented a United States Flag to Veteran Police Chief Cullison.

G. Presentation of Gift from Kimley Horn

Ryan Dufour, with Kimley Horn, presented a piece of art to the City.

H. Presentation by Methodist Hospital

Dustin Anthamatten, with Methodist Health Systems, presented the plans for the new Methodist Celina Medical Center.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding any and/or all agenda items.

B. Discussion regarding the Upper Trinity Regional Water District (UTRWD) Board. (Satarino)

Anthony Satarino, Strategic Services Director, led discussion regarding the appointment of the City's representative on the Upper Trinity Regional Water District's board.

C. Staff Reports

V. OPEN FORUM:

Alexa Meek spoke regarding pickleball in the City.
Brenda Graves spoke regarding pickleball in the City.
Artemisa Audifrez spoke regarding traffic safety.

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:52 p.m.

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

A. Discussion regarding Ariana Development Agreement

B. Discussion regarding Anthemnet Telecommunications Tower Lease at the Sunset Parkway Lift Station

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

C. Discussion regarding Ownsby Parkway ROW condemnation and property acquisition

D. Discussion regarding possible southwest park land purchase

Reconvene Into Open Session

E. Consider and act upon any items discussed in executive session.

F. Consider and act upon Resolution authorizing acquisition of right-of-way for Ownsby Parkway and utility improvements

Upon a motion by Councilmember Koehne and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to adopt Resolution No. 2022-51R. The motion carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

G. Consider and act upon Purchase Agreement for southwest park land purchase

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve a purchase agreement for southwest park land. The motion carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VII. CONSENT AGENDA:

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

A. Consider and act to purchase Dedicated Internet Access through Zayo Group, LLC., in an amount not to exceed $29,978.00 for year one, $29,028.00 for year two, and $29,028.00 for year three. (Berry)

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

B. Consider and act upon an agreement to purchase Dedicated Internet Access, Dark Fiber Lease, and Video Services through a cooperative contract with The Interlocal Purchasing System (TIPS) from Grande Communications Networks, LLC., in an amount not to exceed $74,428.20 for year one, $81,600.00 for year two, and $81,600.00 for year three. (Berry)

C. Consider and act upon approval of the annual extension of a Jail Services Agreement by and between the City of Celina and Collin County. (Cullison)

D. Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County for annual Library Funding. (Shaw)

E. Consider and act to purchase three (3) Ford F150 Regular Cabs from Silsbee Ford through a cooperative contract with TIPS to replace existing units in an amount not to exceed $134,511.00. (Berry)

F. Consider and act to purchase a John Deere Gator through a cooperative contract with United Ag & Turf in an amount not to exceed $23,034.53. (Berry)

G. Consider and act to purchase a Caterpillar Model 304 Mini Excavator through a cooperative contract with Holt in an amount not to exceed $85,639.00. (Berry)

H. Consider and act to award bid 2021-0167 for Legal Services to Messer, Fort & McDonald at the rates listed.(Berry)

I. Consider and act to purchase a Push Camera from Green Equipment Company in an amount not to exceed $10,028.45. (Berry)

J. Consider and act to authorize an agreement for Engineering Services for the design of a Pump station, Ground Storage Tank and Transmission Pipeline to Freese and Nichols, Inc., for an amount not to exceed $512,080.00. (Berry)

K. Consider and act to authorize the use of contingency funds for the Downtown Inner Loop project and authorize Change Order 6 in an amount not to exceed $60,928.00. (Berry)

L. Consider and act to award bid 2023-003 for Event Cleanup to B-Weiss Entertainment Group LLC., in an annual amount not to exceed $28,500.00. (Quigley)

M. Consider and act to award bid 2022-0184 for Sand, Gravel, and Flexbase to CJA Enterprises, David Copeland Sand & Gravel, Green Dream International, P&K Stone and SiteOne Landscape Supply at the unit prices listed in an annual amount not to exceed $72,500.00. (Quigley)

N. Consider and act upon an agreement to authorize the purchase of software (NeoGov) for Human Resources at the unit prices listed from Governmentjobs.com, Inc./dba/NeoGov in an amount not to exceed $27,735.00 for year one, $62,242.00 for year two and $65,594.50 for year three. (Berry)

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

O. Consider and act upon an Office of the Governor Criminal Justice Division grant Resolution of support. (Cullison)

Resolution No. 2022-52R

P. Consider and act upon a Resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (Satarino)

Resolution No. 2022-53R

Q. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Ordinance No. 2022-114

R. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Sale of Alcoholic Beverages, Article 8.09. (Alcohol (Chapter 8)) (McAfee)

Ordinance No. 2022-115

S. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 38 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of future Legacy Drive and future Mobberly Road. (Hollifield Tract (NE Legacy & DNT) - C-3 Annexation Service Agreement) (Mohan)

T. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 7 acres within the Extraterritorial Jurisdiction, generally located west of future Custer Road and approximately 200 feet south of the future Collin County Outer Loop. (November Batch – Hull Tract – Annexation Service Agreement) (Mohan)

U. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 10 acres within the Extraterritorial Jurisdiction, generally located north of the Collin County Outer Loop and approximately 145 feet west of future Legacy Drive. (November Batch – Schulze Tract – Annexation Service Agreement) (Mohan)

V. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 7 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Custer Road and the future Collin County Outer Loop. (November Batch – Leeper Sharp Tract – Annexation Service Agreement) (Mohan)

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

W. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 19 acres within the Extraterritorial Jurisdiction, generally located west of future Custer Road and approximately 740 feet north of Choate Parkway. (November Batch – SSAP Holdings Tract - Annexation Service Agreement) (Mohan)

X. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 16 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and approximately 970 feet south of future Massey Drive. (November Batch – Doost Tract - Annexation Service Agreement) (Mohan)

Y. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 5 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Custer Road and Choate Parkway. (November Batch – Ava Texas Investment Tract - Annexation Service Agreement) (Mohan)

Z. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 11 acres within the Extraterritorial Jurisdiction, generally located west of future Legacy Drive and approximately 1,740 feet south of future J. Fred Smith Parkway. (November Batch – Rohan Tract - Annexation Service Agreement) (Mohan)

AA. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 206 acres within the Extraterritorial Jurisdiction, generally located east of the future Dallas North Tollway and approximately 595 feet south of future J. Fred Smith Parkway. (November Batch – Westgate Tollway Tract - Annexation Service Agreement) (Mohan)

AB. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 10 acres within the Extraterritorial Jurisdiction, generally located east of Louisiana Drive and approximately 3,365 feet north of future J. Fred Smith Parkway. (November Batch – Palaniappan Tract - Annexation Service Agreement) (Mohan)

AC. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 18 acres within the Extraterritorial Jurisdiction, generally located at the northeast corner of future Coit Road and the future Collin County Outer Loop. (November Batch – Greenwood Estates Tract - Annexation Service Agreement) (Mohan)

AD. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 11 acres within the Extraterritorial Jurisdiction, generally located west of future Legacy Drive and approximately 150 feet north of Mimosa Lane. (November Batch – Sood Tract - Annexation Service Agreement) (Mohan)

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

AE. 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, generally located at the southwest corner of Louisiana Drive and future O'Brien Drive. (November Batch – Haichen Tract - Annexation Service Agreement) (Mohan)

AF. 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, generally located west of Preston Road and approximately 535 feet north of Mark Alexander Court. (November Batch – Michael Family Trust - Annexation Service Agreement) (Mohan)

AG. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 10 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Coit Road and future Ousley Boulevard. (November Batch – Frostfire Coit - Annexation Service Agreement) (Mohan)

AH. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 19 acres within the Extraterritorial Jurisdiction, generally located west of future Custer Road and approximately 400 feet south of the future Collin County Outer Loop. (November Batch – Frostfire Custer - Annexation Service Agreement) (Mohan)

AI. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and approximately 915 feet north of future J. Fred Smith Parkway. (November Batch – Trivedi Properties - Annexation Service Agreement) (Mohan)

AJ. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 11 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Legacy Drive and future J. Fred Smith Parkway. (November Batch – Gregory Family Trust - Annexation Service Agreement) (Mohan)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, to modify the alcohol regulations. (Alcohol Zoning – Text Amendment) (McAfee)

Mayor Terry opened the public hearing at 6:37 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:37 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-116. The motion carried.

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 376 acres, generally located west of future Custer Road, east of Smiley Road, north of Punk Carter Parkway, and south of Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (November Batch - Annexation) (Mohan)

Mayor Terry opened the public hearing at 6:39 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:39 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-117. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 376 acres to Agricultural District (AG), generally located west of future Custer Road, east of Smiley Road, north of Punk Carter Parkway, and south of Marilee Road. (November Batch - Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:40 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:40 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-118. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 38 acres, generally located at the southeast corner of future Legacy Drive and future Mobberly Road, within the Extraterritorial Jurisdiction (ETJ). (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation) (Mohan)

Mayor Terry opened the public hearing at 6:41 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:41 p.m.

Upon a motion by Councilmember Griggs and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-119. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 38 acres, to the Dallas North Tollway Overlay District (DNTO), generally located at the southeast corner of future Legacy Drive and future Mobberly Road. (Hollifield Tract (NE Legacy & DNT) – Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:42 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:42 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-120. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately one acre to the Downtown Code, Preston Streams District (DTC), generally located north of Malone Street and approximately 150 feet east of Texas Drive. (My Swim Buddy - Rezoning) (McAfee)

Mayor Terry opened the public hearing at 7:25 p.m.

Barbara Ivey spoke in opposition to the item.

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:30 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to deny the rezoning request.

RESULT:	**DEFEATED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

IX. ACTION ITEM:

A. Consider and act upon appointments to fill terms on the Board of Adjustments. (Satarino)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to appoint Peggy Lee and Brandi Vironda to the Board of Adjustments. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Consider and act upon a professional services contract with Strategic Government Resources (SGR) to conduct an organizational assessment and provide recommendations in an amount not to exceed $35,000. (Satarino)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve a professional services agreement with SGR to conduct an organizational assessment. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

C. Consider and act to authorize the City Manager to execute an agreement with Denton County to partially fund the reconstruction of Parvin Road from Legacy Road to east of FM 1385. (Brawner)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to authorize the Mayor to execute an agreement with Denton County to partially fund the reconstruction of Parvin Road. The motion carried.

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

D. Consider and act upon a Resolution of the City Council of the City of Celina approving the submittal to the 2022 Collin County Roadway Bond Program. (Glasgow)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-54R. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

X. ADJOURNMENT:

Mayor Terry adjourned the Regular Meeting of the Celina City Council at 8:05 p.m. on Tuesday, October 11, 2022.

_____
Sean Terry, Mayor

_____ _____
Lauren Field, City Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Minutes Approval)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Scott Harper, Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	November 8, 2022
Re:	MS4 Annual Compliance Update

Action Requested:

Report regarding the Annual Stormwater Management Plan actions. (Glasgow)

Background Information:

The City of Celina is closing out its fourth year of the City's 5-year municipal separate storm sewer system (MS4) General Permit, which authorizes the discharge of stormwater from the City's MS4 to surface water in the state of Texas. This general permit is required for all stormwater operators under the Texas Pollutant Discharge Elimination System (TPDES) program. Since 2018 Celina has contracted with EST to assist and facilitate this permitting process, as well as create annual reports that are submitted to TCEQ and conduct staff trainings to remain compliant with permit requirements.

This 5-year permit sets forth five different minimum control measures (MCMs) that should be met by Celina electing to comply with various best management practices (BMPs). The table on the attached pages includes the list of the TCEQ-established MCMs, descriptions of the BMPs Celina has pursued under the permit, and the efforts and procedures that have been established to remain in compliance.

The City of Celina has remained in compliance through Year 4 of the TPDES General Permit. Celina staff has continued to successfully meet its obligations under the TPDES program and effectively managed stormwater discharges within the City's jurisdiction.

Supporting Documents:

Report

Staff Recommendation:

N/A

Comprehensive Engineering Services

September 23, 2022

City of Celina City Council
112 N. Colorado
Celina, TX 75009

Re: **City of Celina MS4 Annual Compliance Update**

The City of Celina is closing out its fourth year of the City's 5-year municipal separate storm sewer system (MS4) General Permit, which authorizes the discharge of stormwater from the City's MS4 to surface water in the state of Texas. This general permit is required for all stormwater operators under the Texas Pollutant Discharge Elimination System (TPDES) program. Since 2018 Celina has contracted with EST to assist and facilitate this permitting process, as well as create annua reports that are submitted to TCEQ and conduct staff trainings to remain compliant with permit requirements.

This 5-year permit sets forth five different minimum control measures (MCMs) that should be met by Celina electing to comply with various best management practices (BMPs). The table on the attached pages includes the list of the TCEQ-established MCMs, descriptions of the BMPs Celina has pursued under the permit, and the efforts and procedures that have been established to remain in compliance.

The City of Celina has remained in compliance through Year 4 of the TPDES General Permit. Celina staff has continued to successfully meet its obligations under the TPDES program and effectively managed stormwater discharges within the City's jurisdiction.

Sincerely,

Nolan Harvey, PE
EST, Inc.

Attachment: Celina MS4 Council Update_2022 (Annual Stormwater Management Plan Actions)

MCM	BMP	Description	Compliance
MCM 1: Public Education, Outreach, and Involvement	Newsletter with emphasis on stormwater pollution and bacteria control	Newsletter provided to the public to inform and provide ways for citizens to protect their stormwater.	Educational information, such as substances to avoid dumping down the storm drain, and pet waste cleanup sent in monthly newsletter.
MCM 1: Public Education, Outreach, and Involvement	Develop and Present Educational Material to Citizens	Preparation of stormwater educational material for city events, civic organizations, and grade school children	Stormwater booth with stormwater model displayed at touch a truck event.
MCM 1: Public Education, Outreach, and Involvement	Create opportunity for Citizen Involvement	Preparing city council presentation material along with citizen engagement material that addresses stormwater pollution prevention, updating city standards and sources/impact of pollution on receiving streams.	A report was provided to the City Council for review prior to and during a public meeting, and there was time available for public comments.
MCM 1: Public Education, Outreach, and Involvement	Prepare and Maintain City Website with stormwater pollution prevention information (celina-tx.gov)	Updating the city website with stormwater information, including the following: a copy of the permit action items, procedures for reporting illicit discharges, citizen complaint and spill reporting, annual reports, and opportunity for public comment.	The City's website provides information on stormwater, things citizens should know about their stormwater, and how they can prevent stormwater pollution
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	City Map and use of GIS for city maps	Developing and maintaining a GIS map of the City of Celina storm sewer system inlets and outfalls.	The City's stormwater system and detention basin GIS map is updated when projects receive final acceptance.

Attachment: Celina MS4 Council Update_2022 (Annual Stormwater Management Plan Actions)

MCM	BMP	Description	Compliance
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Evaluate and update Illicit Discharge response plan effectiveness	Annual review and updating documentation of the Illicit Discharge Response Plan, inspection forms, and protocol.	The IDDE procedure is evaluated routinely during staff meetings, as well as the annual MS4 training with EST
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Complete Annual Training Program for New and Existing Engineering and Inspection Staff	Conducting an annual review and staff training where all instances of illicit discharges and results of the inspections from the past year are reviewed.	Annual training with city engineering and inspection staff conducted by EST
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Develop City Ordinance and Enforcement Approach to Identify and Prohibit Illicit Discharges	Implement a city ordinance regarding authority to inspect, prohibit and enforce illicit stormwater discharge.	City Ordinances Section 13.10 Stormwater Discharge
MCM 3: Construction Site Stormwater Runoff Control	Develop City Ordinance providing prohibitions, inspections, standards, fees, and enforcement authority over construction stormwater discharges into stormwater sewer system	Implementing a city ordinance establishing the current SWP3 permit, review, and approval for construction projects.	City Ordinances Section 13.10 Stormwater Discharge
MCM 3: Construction Site Stormwater Runoff Control	Construction Site Stormwater Runoff Control Inspection and Enforcement	Weekly inspections of construction projects, identification of discharges into stormwater system, conducting pre-development and pre-construction meetings with development community, and document design review.	Routine inspections and documentation performed by city staff

Attachment: Celina MS4 Council Update_2022 (Annual Stormwater Management Plan Actions)

MCM	BMP	Description	Compliance
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Develop City Ordinance providing maintenance standards, and enforcement authority for retention and detention facilities that discharge into Stormwater Sewer System	Implementing ordinance for post-construction stormwater management in new development and redevelopment.	City Ordinances Section 13.10 Stormwater Discharge
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Post-Construction Stormwater Management in New Development and Redevelopment inspection and enforcement program	Implementing a program (forms, procedures, and schedule) to control post-development runoff through annual inspections of commercial and residential detention/retention facilities.	City Ordinances Section 13.10 Stormwater Discharge
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Conduct good housekeeping training program for city staff and subcontracted personnel.	Identifying good housekeeping practices and necessary updates for good housekeeping based on the prior years' experience, also the requirement for subcontractor personnel representing or acting on behalf of the city to comply with the city standards of stormwater pollution control and good housekeeping.	Good housekeeping practices are evaluated routinely during staff meetings, as well as the annual MS4 training with EST
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Annually inspect of city owned facilities	Annual inspection of city-owned storage facilities, stockpiles, and maintenance facilities for good housekeeping practices.	City-owned storage facilities, stockpiles, and maintenance facilities are inspected routinely by staff

Attachment: Celina MS4 Council Update_2022 (Annual Stormwater Management Plan Actions)

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Quarterly Human Resources Update Presentation

Action Requested:

Review and acceptance of the Quarterly Human Resources Report for the period ended September 30, 2022. (Peters)

Background Information:

The Human Resources Department provided a quarterly report on HR related topics such as turnover, employment opportunities, headcount, and other updates.

Supporting Documents:

4th Quarter HR Summary Report

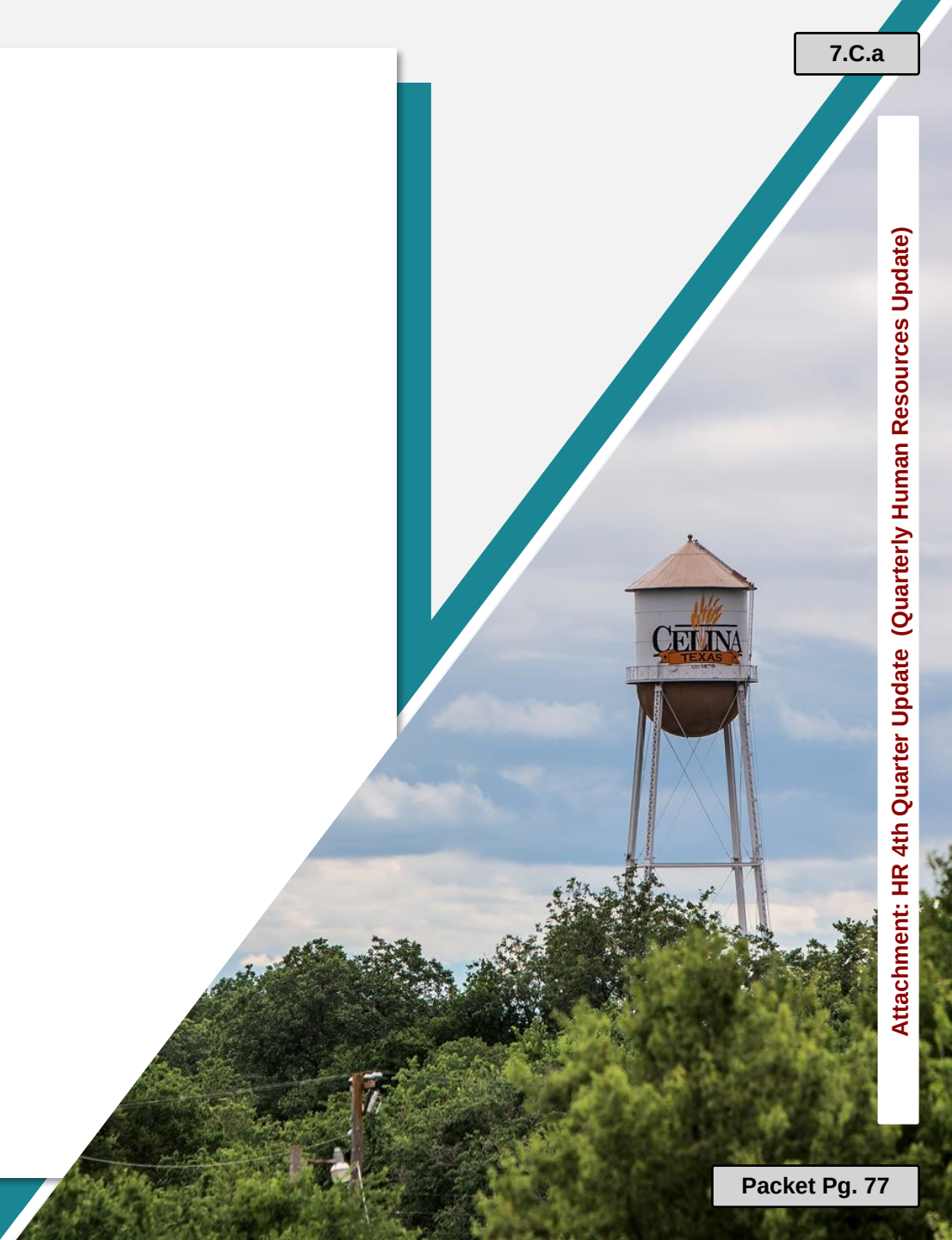
Staff Recommendation:

Staff recommends for approval.

HR SUMMARY REPORT

July – September 2022

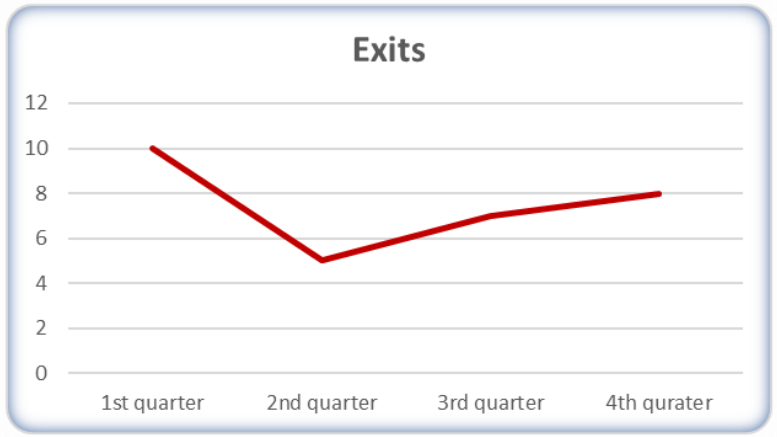
Kristina Peters

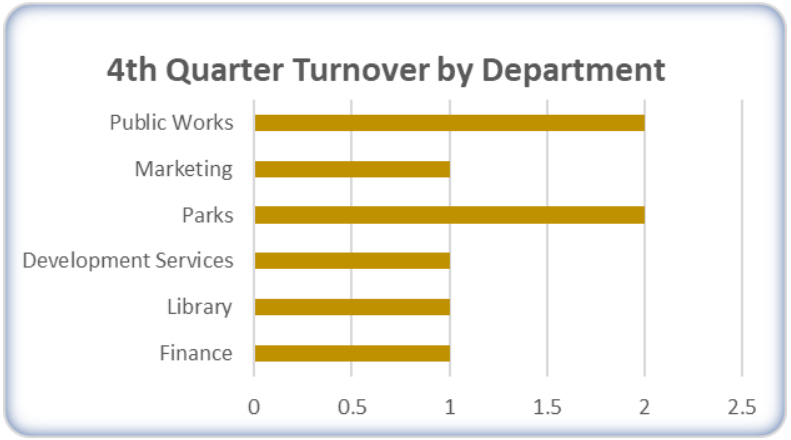


EMPLOYEE TURNOVER

Total Turnover Rate of 4th Quarter was 3.31% which is similar to 3rd Quarter at 2.89%

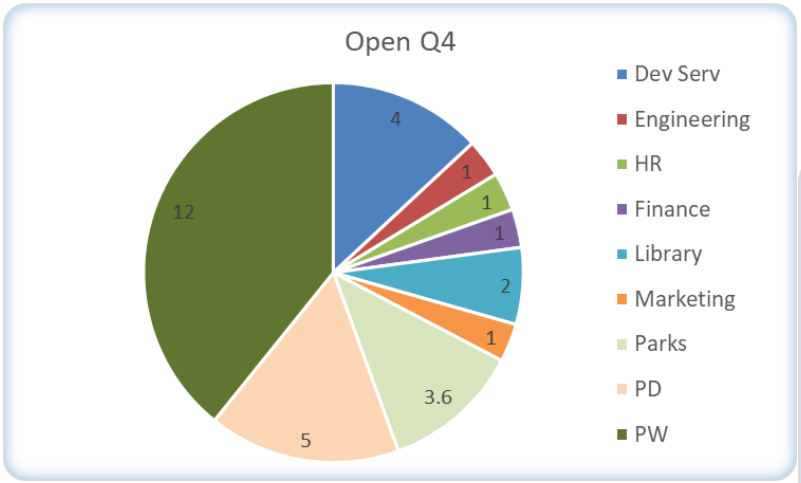
- City of Celina had 16 new hires in the 4th Quarter
- City of Celina had 8 exits in the 4th Quarter
- Reasons for terminations varied between retired and resigned.



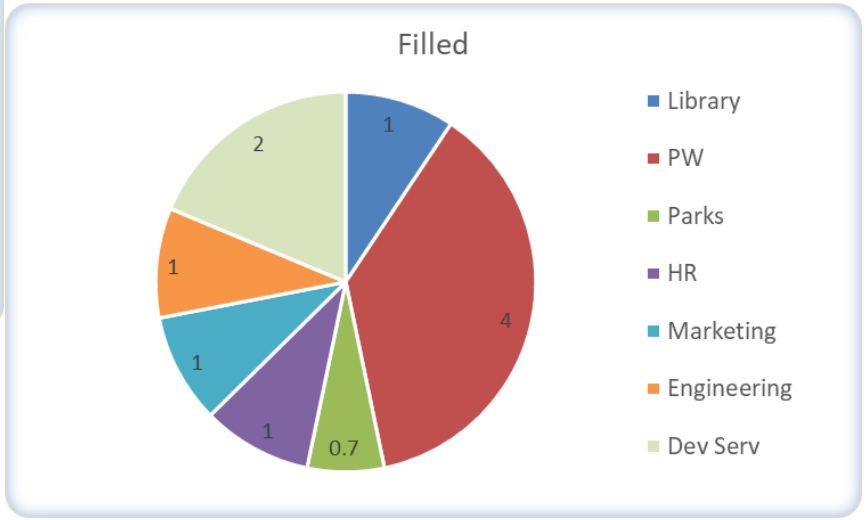


Attachment: HR 4th Quarter Update (Quarterly Human Resources Update)

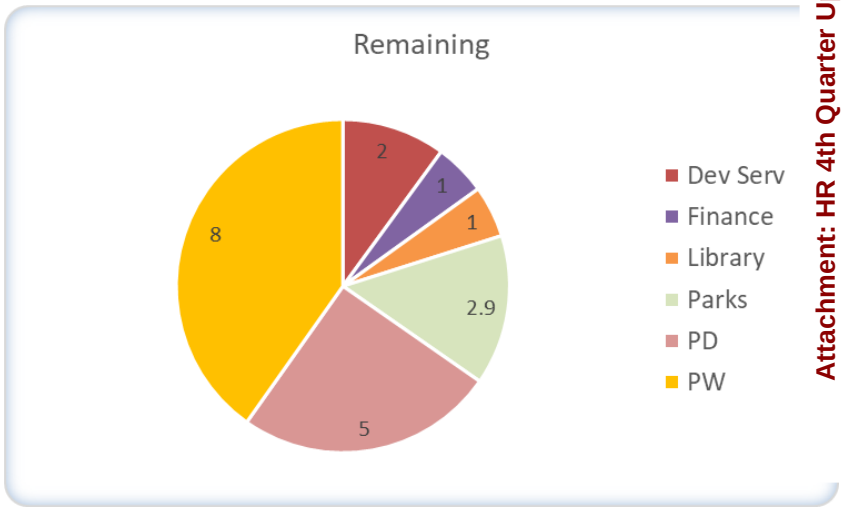
EMPLOYMENT OPPORTUNITIES



30.6 Total open positions Q4



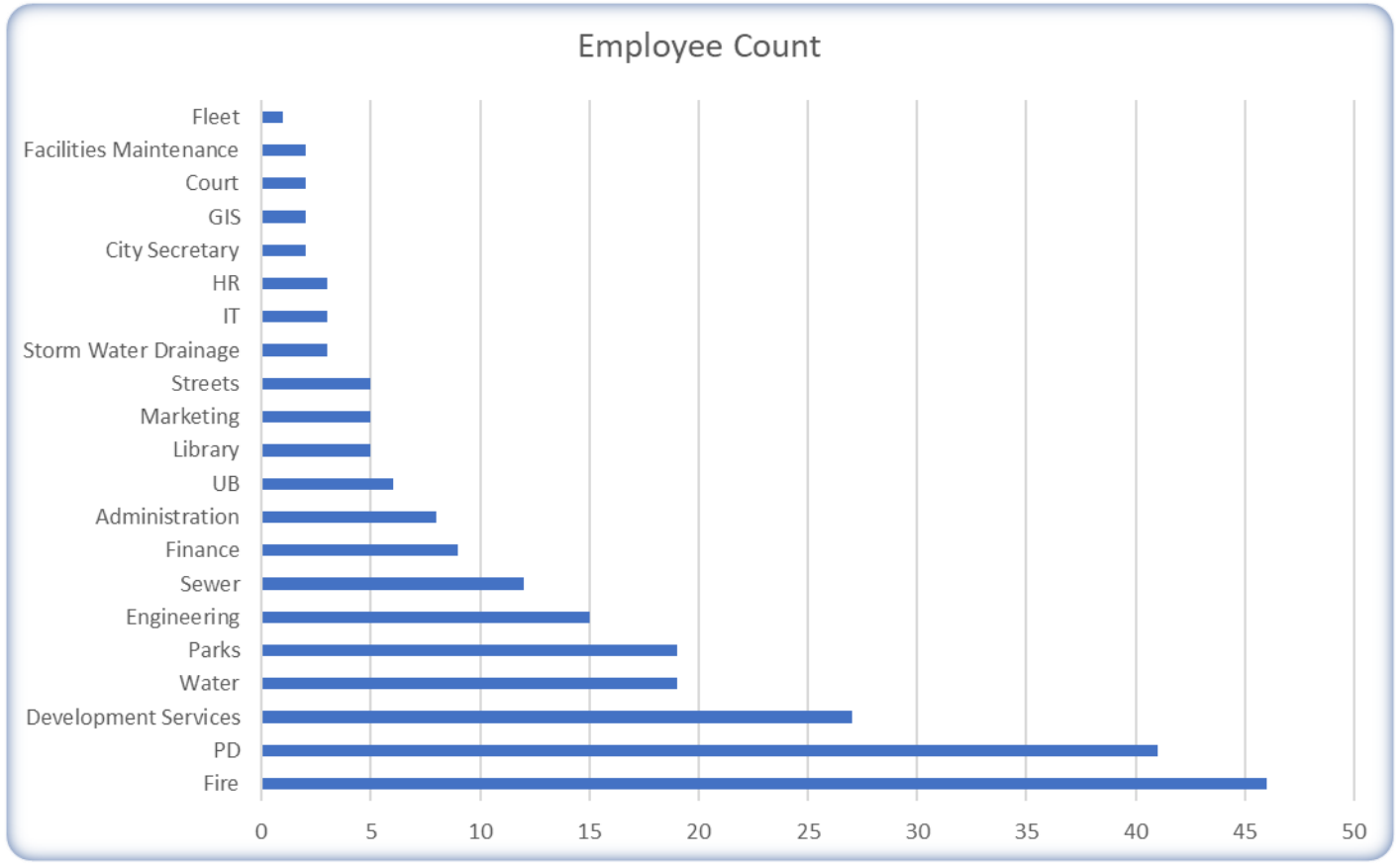
10.70 Total filled positions Q4



19.9 Total remaining positions

Attachment: HR 4th Quarter Update (Quarterly Human Resources Update)

HEADCOUNT



Total Head count at the end of Q4 was 235.

Female
63

Male
172

Attachment: HR 4th Quarter Update (Quarterly Human Resources Update)

HR UPDATES

- Successful transition to McGriff for Benefit/HR Services
- Held TMRS training for employees on retirement benefits
- Started implementation of HR/Dept. “pulse” luncheons
- Partnered with Police Department for promotional testing

Attachment: HR 4th Quarter Update (Quarterly Human Resources Update)

YEARLY SUMMARY

- Employee turnover for the year was 2.94%
- City of Celina had 74 new hires in fiscal year 2022
- Total employee count for the year was 235
- Updated policies and implemented Return to Work and a Telework Policy
- Successfully completed Employee Engagement Survey
- Conducted several city wide trainings including Employment 101 and TMRS education

Attachment: HR 4th Quarter Update (Quarterly Human Resources Update)

QUESTIONS?

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Stormy Johnson, Assistant Finance Director
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Quarterly Investment Report

Action Requested:

Quarterly Investment Report for the period ended September 30, 2022. (Johnson)

Background Information:

The purpose of this item is to provide City Council an overview of the City's cash and invested balances for the fiscal period ending September 30, 2022.

Supporting Documents:

Quarterly Investment Report

Staff Recommendation:

Staff recommends approval

City of Celina
Quarterly Report
Quarter Ending: 9/30/2022

Economic Outlook:

The Consumer Price Index (CPI) for August showed inflation was hotter and stickier than expected. Headline inflation rose 0.1% month-over-month, a few ticks above the consensus forecast. Core (excluding food & energy) recorded a sizeable 0.6% month-over-month gain as both goods and service price categories accelerated on the month. In sum, these readings fell well short of providing the Fed with compelling evidence of slowing inflation on a sustained basis they needed to ease up off the brake.

At their September meeting the Fed raised interest rates by 75 basis points for the third consecutive time, lifting the targeted fed fund range to 3% to 3.25%. In a 6-month time span, the Fed has bumped rates 300 basis points to catch up in the fight against inflation. And they continue to make it clear, there is more to come.

The unemployment rate did move up to 3.7% from 3.5% on a larger movement of people back into the labor force. Leading economic indicators are in a declining trend and yield curve inversions (short-term yields higher than long-term yields) are discounting a likely recession at some point. Housing is a leading indicator that is highly interest rate sensitive. The housing market is deteriorating under the weight of higher mortgage rates and elevated home prices which have hurt housing affordability and demand.

Elevated inflation for longer, aggressive Fed monetary policy tightening, volatile financial markets and negative spillover effects from a weakening global backdrop presents headwinds for the U.S. economy. The import price index declines and lower prices on key commodities suggest relief is on the way and inflation will gradually ease, but remain unacceptable high in coming months. Slowing inflation in 2023 should then allow the Fed to keep rates steady, albeit at a restrictive level.

-Samco Capital

Listing by Maturity Date			6/30/2022			9/30/2022				
Investment	Institution	Account	Ending	Interest Earned	Other Transactions	Ending2	% of Total Portfolio	Unrealized G/L	Interest Rate	Avg Weighted Yield to maturity of Portfolio Compared to Benchmark*
Public Fund Now Acc	Independence Bk	#0052 GF MMA	$ 5,366,889	$ 30,831	$ 1,675,023	$ 7,072,743	2.7%	0	1.76%	n/a
					$ 1,675,023	*Permits and Court Fees Collected*				
Public Fund Now Acc	Independence Bk	#1532 WS MMA	$ 19,982,989	$ 92,234	$ 4,284,316	$ 24,359,539	9.3%	0	1.76%	n/a
					$ 4,284,316	*Utility Payment fees collected*				
Public Fund Now Acc	Independence Bk	#8142 Pooled Cash	$ 26,908,926	$ 221,507	$ 48,548,342	$ 75,678,776	28.9%	0	1.76%	n/a
					$ 70,000,000	*Bonds*				
					$ 2,952,548	*Permits*				
					$ 1,501,811	*Sales Tax*				
					$ (4,439,855)	*Payroll*				
					$ (22,457,774)	*CIP*				
Public Fund Now Acc	Independence Bk	#0258 Old Acct	$ 1,035,666	$ 4,731	$ 188,003	$ 1,228,399	0.5%	0	1.76%	n/a
Public Fund Now Acc	Independence Bk	#4191 Forfeiture	$ 155,408	$ 642	$ (0)	$ 156,050	0.1%	0	1.76%	n/a
Public Fund Now Acc	Independence Bk	#9907 I&S Fund	$ 16,976,373	$ 70,316	$ 87,039	$ 17,133,728	6.5%	0	1.76%	n/a
Pooled	TexPool**	#0007 GenFund A	$ 135,765,460	$ 695,100	$ 0	$ 136,460,560	52.1%	0	2.8%	n/a
Pooled	TexPool**	#0006 W&S Acct	$ 3,369	$ 17	$ 0	$ 3,386	0.0%	0	2.8%	n/a
		Total	$ 206,195,079	$ 1,115,377	$ 108,298,793	$ 262,093,181	100.0% avg		2.0%	

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*

***TexPool WAM 30 days as of 09.30.2022 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*

The City of Celina's investment portfolio is in compliance with the State Law and the investment strategy and policy approved by the City Council.

RNB 11/1/2022

Robin Bromiley, Director of Finance/Investment Officer *Date*

Attachment: Q4 2022 Investment Report 09-30-22 (Quarterly Investment Report)

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	FY 2021 - 2022 - 4th Quarter Budget Summary Report

Action Requested:

Review and acceptance of the Quarterly Budget Report for the period ended September 30, 2022. (Bromiley)

Background Information:

Provide management update on FY 2021-2022 Operating Budget for General Fund and Water/Wastewater and Trash Fund as of the period ended September 30, 2022 (unaudited).

Supporting Documents:

Budget Summary Report 9/30/2022

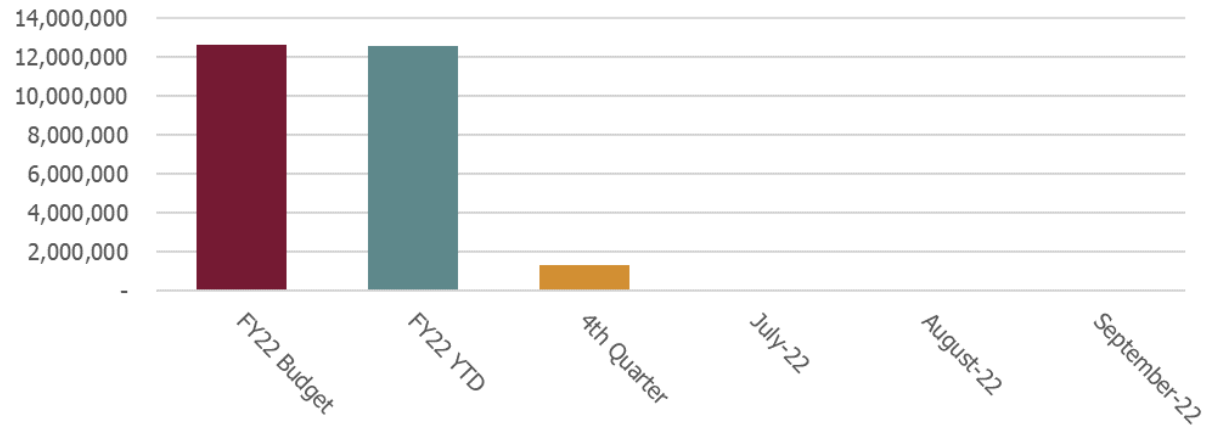
Staff Recommendation:

Staff recommends approval

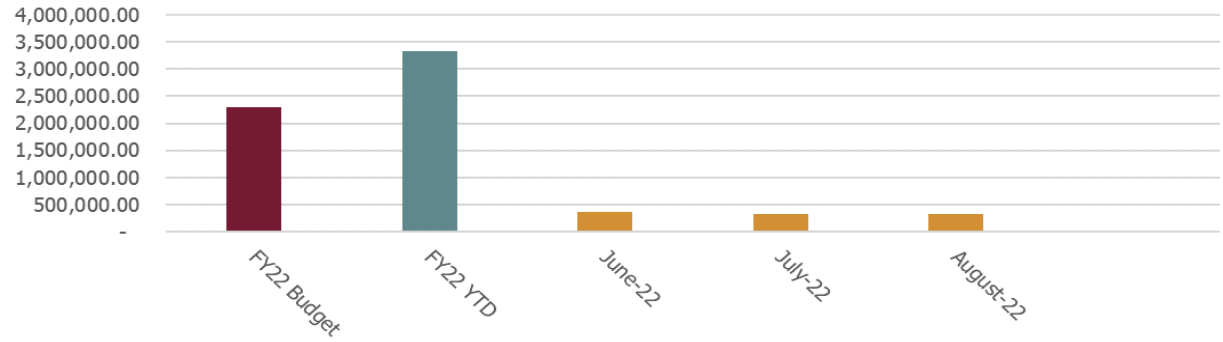
Budget Summary Report
FY 2021-2022 – 4th Quarter 09/30/2022

General Fund

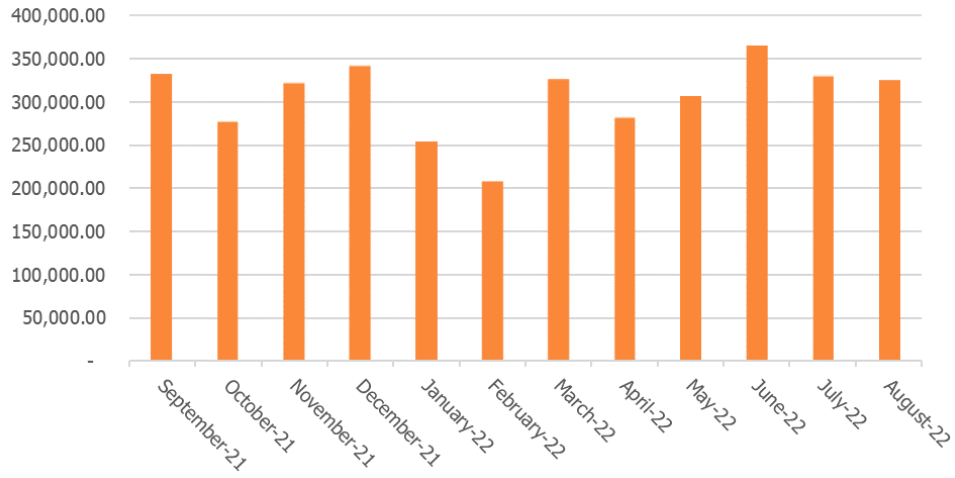
Property Taxes



Sales Tax



Rolling 12 Months – Sales Tax[1]

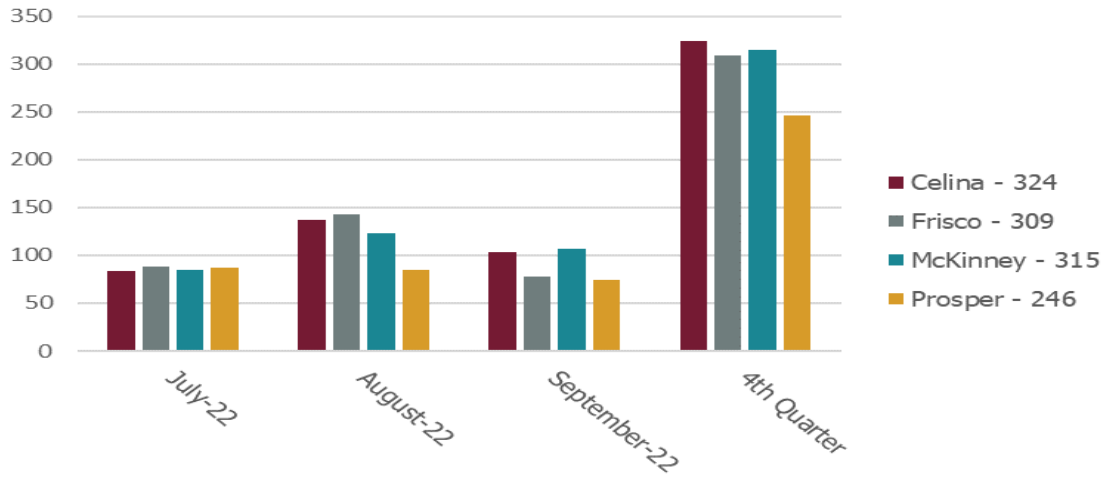


[1] Taxes are received two months after collections.

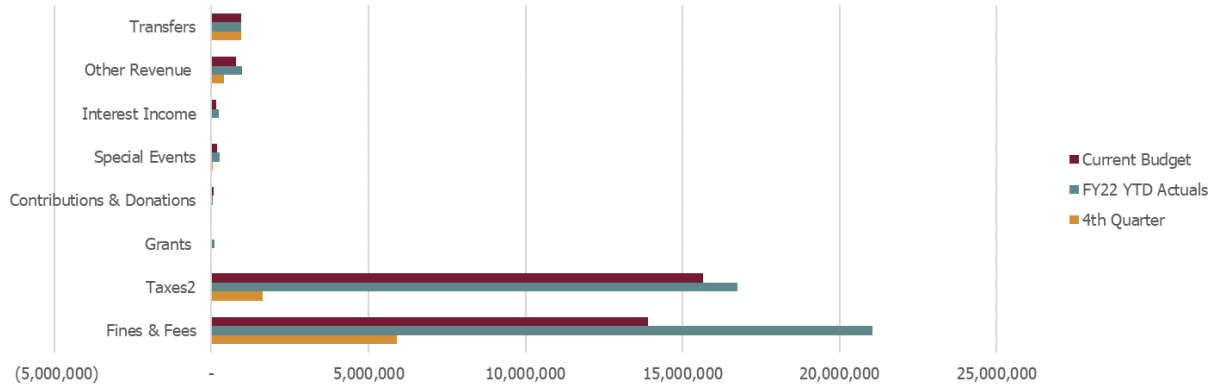
*This presentation represents all activity posted as of 10/14/2022 for period ending 09/30/2022.

Attachment: 4th Quarter FY 22 Budget Report (FY 2021 - 2022 - 4th Quarter Budget Summary Report (Unaudited))

Permits



Revenues by Category - Unaudited



	Current Budget	FY22 YTD Actuals	4th Quarter	
Fines & Fees	$ 13,896,171	$ 21,057,536	$ 5,905,981	151.53%
Taxes[2]	15,665,325	16,751,276	1,629,403	106.93%
Grants	30,000	96,004	24,942	320.01%
Contributions & Donations	63,700	52,662	25,007	82.67%
Special Events	168,000	257,405	43,817	153.22%
Interest Income	150,000	242,773	(33,873)	161.85%
Other Revenue	783,262	985,497	391,039	125.82%
Transfers	948,720	948,720	948,720	100.00%
General Fund Total[2]**:**	**$ 31,705,178**	**$ 40,391,872**	**$ 8,935,036**	**127.40%**

[2] Taxes – reflects gross receipts only.

*This presentation represents all activity posted as of 10/14/2022 for period ending 09/30/2022.

Expenditures by Department - Unaudited

Department	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GIS	$ 233,538	$ 204,526	$ 29,012	87.58%
102 - FACILITIES MAINTENANCE	568,879	443,017	125,862	77.88%
103 - INFORMATION TECHNOLOGY	1,278,401	1,045,861	232,540	81.81%
104 - FINANCE	5,989,721	5,001,471	988,250	83.50%
105 - LIBRARY	466,140	319,405	146,735	68.52%
106 - CITY SECRETARY'S OFFICE	287,906	244,129	43,777	84.79%
107 - DEVELOPMENT SERVICES	3,677,420	3,033,309	644,111	82.48%
108 - ADMINISTRATION	2,051,524	1,716,138	335,386	83.65%
109 - MUNICIPAL COURT	203,714	191,115	12,599	93.82%
110 - FIRE/EMS	6,392,522	6,074,534	317,988	95.03%
111 - STREETS	1,833,707	1,441,119	392,588	78.59%
112 - POLICE	6,666,506	5,383,667	1,282,839	80.76%
113 - PARKS	1,789,433	1,492,520	296,913	83.41%
114 - MARKETING	1,241,105	1,093,756	147,349	88.13%
115 - ENGINEERING	2,070,449	1,895,776	174,673	91.56%
116 - HUMAN RESOURCES	468,598	406,551	62,047	86.76%
General Fund Total:	**$ 35,219,563**	**$ 29,986,896**	**$ 5,232,667**	**85.14%**

General Fund Notes & Comments

The fourth quarter of fiscal year 2022 ended September 30, 2022. Through the fourth quarter, the City of Celina has received 127% of its budgeted revenue at $40.39 million. The current FY 2022 revenue budget stands at $31.7 million. Revenues in total for the 4th quarter equaled $8.9 million.

Gross tax collections received for the 4th Quarter totaled $1.63 million for all taxes collected. Sales tax receipts totaled $1.02 million for the quarter. The remaining $608,891 balance of revenues collected comes from all other taxes with property tax receipts totaling $175,208.

The City of Celina took back the top spot from McKinney on the number of permits issued during the 4th quarter. The City of Celina had 324 permits with McKinney trailing with 315 permits issued, only a 3% difference. The four comparative cities netted a 27% drop in residential permits from the previous quarter, McKinney was most effected with a 40% drop from 524 to only 315. Overall, the total number of permits from all four cities totaled 5542, with the largest portion coming from Celina at 31%.

The General Fund expenditure budget ended favorably for the 4th quarter with a balance of $5.23 million remaining for the final quarter of the 2021-2022 budget year across all departments. In the Finance department, $700,000 of the $988,250 variance is a scheduled transfer between funds. The $644,111 variance in the Development Service's department is due in part to $286,000 in savings from credit card processing fees associated with permits revenue and $289,000 in personnel cost savings, including health insurance premiums and training and travel. And in the Police department, the $1,282,839 variance is mainly attributable to vacancies and approximately $806,000 in personnel costs, including health insurance and $300,000 in capital vehicle purchases that are still outstanding. The City's finance office is in the middle of closing the FY 2021-2022 accounts to get ready for the upcoming audit, therefore, revenue and expense numbers may not

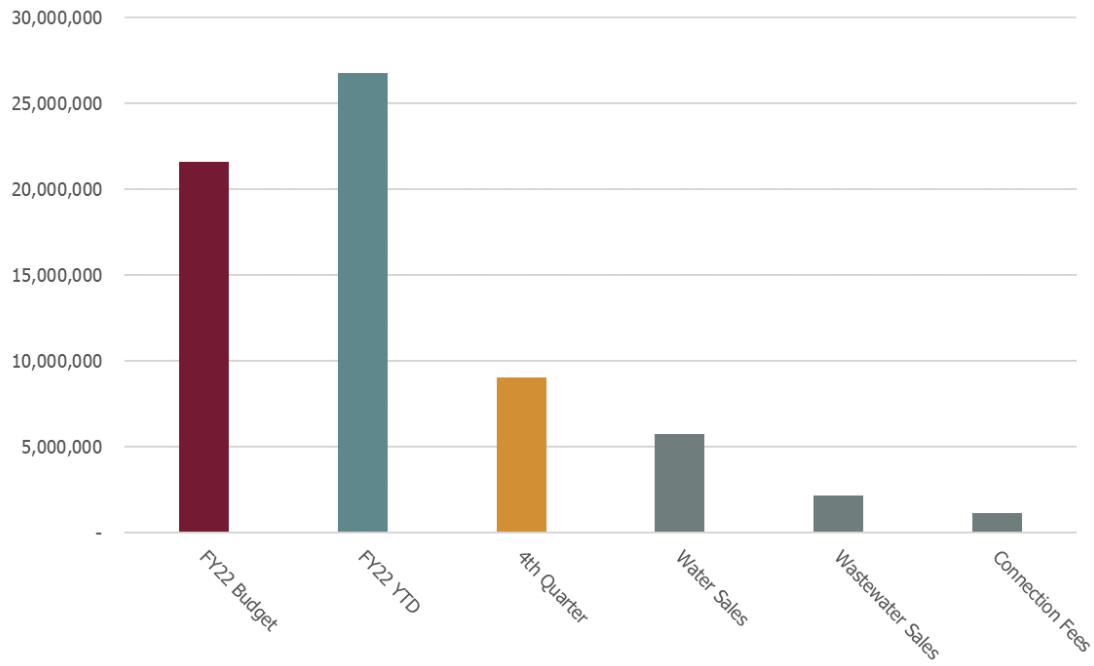
*This presentation represents all activity posted as of 10/14/2022 for period ending 09/30/2022.

Attachment: 4th Quarter FY 22 Budget Report (FY 2021 - 2022 - 4th Quarter Budget Summary Report (Unaudited))

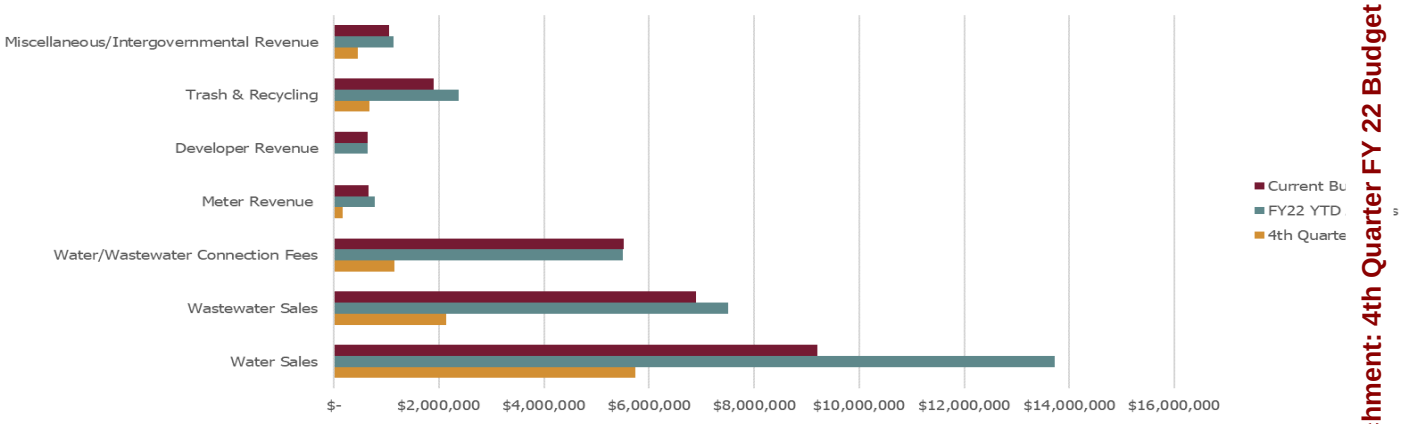
include 100% of the final transactions. The General Fund expenditure budget will be closely monitored as we finish the budget year as the final expenditures and revenues are received and audited.

Water/Wastewater Fund

Water/Wastewater Receipts



Revenues by Category



Attachment: 4th Quarter FY 22 Budget Report (FY 2021 - 2022 - 4th Quarter Budget Summary Report (Unaudited))

*This presentation represents all activity posted as of 10/14/2022 for period ending 09/30/2022.

	Current Budget	FY22 YTD Actuals	4th Quarter	
Water Sales	$ 9,200,000	$ 13,725,495	$ 5,748,417	149.19%
Wastewater Sales	6,900,000	7,509,352	2,144,191	108.83%
Water/Wastewater Connection Fees	5,512,500	5,507,098	1,163,175	99.90%
Meter Revenue	660,000	774,880	174,093	117.41%
Developer Revenue	650,000	650,000	-	100.00%
Trash & Recycling	1,905,000	2,374,651	682,010	124.65%
Miscellaneous/Intergovernmental Revenue	1,053,066	1,133,785	453,807	107.67%
Water/Wastewater Fund Total:	**$ 25,880,566**	**$ 31,675,262**	**$ 10,365,692**	122.39%

[3] Trash & Recycling – Solid Waste Fund created in June 2022.

Expenditures by Department

Department	Current Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
117 - WATER DEPARTMENT	$ 10,826,589	$ 8,398,135	$ 281,573	$ 2,428,454	77.57%
118 - WASTEWATER DEPARTMENT	3,716,969	2,831,999	278,391	884,970	76.19%
119 - UTILITY BILLING	890,000	473,754	61,864	416,246	53.23%
120 - TRASH & RECYCLING[4]	1,895,000	2,091,078	-	(196,078)	110.35%
121 - DEBT SERVICE - CITY ISSUED	7,419,171	7,728,516	-	(309,345)	104.17%
122 - DEBT SERVICE-UTRWD	1,598,220	1,322,585	275,635	275,635	82.75%
123 - NON-DEPARTMENTAL	3,403,720	3,403,720	-	-	100.00%
125 - FLEET	106,679	80,334	822	26,345	75.30%
Water/Wastewater & Trash Fund Total:	**$ 29,856,348**	**$ 26,330,121**	**$ 898,284**	**$ 3,526,227**	**88.19%**

[4] Trash & Recycling – Solid Waste Fund created in June 2022.

Water/Wastewater & Trash Fund Notes & Comments

The Water/Wastewater & Trash Fund ended the 4th Quarter with revenues received totaling $10.37 million. Fiscal year 2022 proceeds equaled $31.68 million or 122.4% of the overall $25.88 million Water/Wastewater and Trash revenue budgeted through for the year. The 4th Quarter also saw the transfer of trash and recycling sales and services into its own stand-alone enterprise fund.

Overall, water sales received year to date total $13.7 million or 149% of the total current budget. Wastewater sales received total $7.5 million or 109% of its total current revenue budget. The third quarter also saw the inception of the winter averaging for utility customers on the wastewater portion of their bill.

All other revenues received to date total $10.44 million of which $2.5 million was received exclusively in the 4th quarter. The $10.44 million received year-to-date represents 1.07% of the overall budget of $9.8 million for all other revenues.

Water/Wastewater and Trash Fund expenditures through twelve months of fiscal year 2022 totals $10.67 million of a $24.38 million adopted budget. Current encumbrances on the Water/Wastewater Fund total $900,000 with the largest encumbrance of $289,728 to Upper Trinity Regional Water District for water/wastewater service with additional encumbrances of $85,430 for one-time capital equipment and vehicle purchases, $265,461 for contract services, $257,665 for debt service payments to Upper Trinity Regional Water District.

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Attachment: 4th Quarter FY 22 Budget Report (FY 2021 - 2022 - 4th Quarter Budget Summary Report (Unaudited))

Additionally, the Water department is showing $2.4 million less than budgeted due to several factors: $561,000 savings due to personnel shortage, $451,000 in new vehicle savings due to supply chain issues backing up delivery to the following fiscal year, the September City Water cost estimated at $500,000 to be paid in November and, finally, a $471,000 capitalization adjusting entry for GAAP inventory purposes. In the Wastewater department, the department's expenditures were $884,970, $565,000 of which due to supply chain issues also backup vehicle delivery to the following year and personnel shortage. Finally, the Utility Billing department variance includes $253,000 in anticipated benefits cost not allocated to amongst other departments. In all, the Water/Wastewater and Trash funds shows $3.5 millions remaining in the budget.

Water/Wastewater Fund operations sit at 88.19% of the overall $29.86 million adopted budget leading into the final FY22 quarter. The City's finance office is in the middle of closing the fiscal year 2021-2022 accounts to get ready for the upcoming audit. Therefore, revenue and expense numbers may not include 100% of the final transactions. Additional revenues and expenditures will be closely monitored as we close the budget year and complete the annual audit.

*This presentation represents all activity posted as of 10/14/2022 for period ending 09/30/2022.

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Investment Policy

Action Requested:
Consider and act upon approval of an updated Investment Policy for the City of Celina, Texas. (Bromiley)

Background Information:
The City of Celina contracted with Linda Patterson, President of Patterson & Associates - A Meeder Investment Company, to update the City's Investment Policy. Linda has been a hands-on manager of public funds since 1983. She is a registered adviser and Certified Finance Administrator. Linda teaches nationally on the full range of treasury functions including investment strategy, investments, benchmarking, cash flow, cash handling and banking. During her 20 years in public finance, Linda was the City Treasurer of Fort Worth, Texas and Deputy State Treasurer/CIO for Texas. Linda is an active member of multiple Texas and national public finance professional organizations and has authored two books on public investing. She holds a Masters degree in Public Administration and was a Fulbright Scholar in Germany. Additionally, Linda's authorship of the Public Funds Investment Act (PFIA) and Public Funds Collateral Act (PFCA) was instrumental in establishing investing parameters for public entities in Texas. Currently, Meeder Public Funds serves over 375 clients with over $42 billion of public fund assets under management and advisement.

Meeder Investment Company updated the Investment Policy to meet the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) which requires local governments to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

The Policy's goal is to anticipate cash flow requirements of the City and give due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

Specific updates include "In accordance with state law the City is required to competitively bid for a banking services depository every five years. Any bank in Texas may be used for time and demand deposits." defining the bid requirement for the City's depository. Also, clarifying "safety is defined as the undiminished return of the principal on the City's investment." And spelling out "the City Council holding the ultimate fiduciary responsibility per state law."

Supporting Documents:
Investment Policy

Staff Recommendation:
Staff recommends approval

CITY OF CELINA, TEXAS

INVESTMENT POLICY
November 8, 2022

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

CITY OF CELINA, TEXAS INVESTMENT POLICY

PREFACE

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

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

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

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

CITY OF CELINA INVESTMENT POLICY TABLE OF CONTENTS

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Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

1. PURPOSE. The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City to achieve the goals of preservation and safety of principal, liquidity, yield and maintain public trust in all investment activities. On an annual basis, the City Council shall review and adopt the investment strategy and policy and shall state Policy revisions, if any, in the adopting resolution.

2. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum judgement and care is in the pursuit of yielding a market rate of return. For the purpose of this Policy, a "*market rate of return*" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month treasury or agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

The portfolio is structured as a *buy-and-hold strategy* with maturities matching known liabilities. The underlying strategy is to have all funds under the City's control earn interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy emphasizes low credit risk, liquidity, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments, as defined in Section 6 of this Policy, comply with State law, and reflect the avoidance of credit risk.

Diversification refers to dividing investments among a variety of securities and maturities to spread risks. This strategy uses local government investment pools to maintain liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that maturity dates are structure to maximum potentially higher interest rates associated with longer maturity periods while retaining sufficient cash on hand in order to timely meet the City's financial obligations.

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

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

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies.

The portfolio may be combined for investment purposes while still recognizing the specific needs of individual fund types and the total portfolio shall have a maximum weighted average maturity of two years.

2.2.1 *Liquidity Strategy.* Diversifying the City's investment opportunities using local government investment pools and money market mutual funds which strive to maintain a $1 NAV and as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its participants and whose investment objectives in order of priority match

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those objectives of the City. Funds are available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools can prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank, are available for deposit in investment pools.

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

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

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

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

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

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review. Any Investment Advisor contracted by the City shall abide *Public Fund Investment* Act under the Texas Government Code and by the *Prudent Expert Rule*. Investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion, and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

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

2.2.4.0 Operating Funds. Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are

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matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer in a laddered structure. A small liquidity buffer will be maintained for unanticipated needs. All security types, as authorized by this Policy, are considered suitable investments for the operating and pooled funds.

2.2.4.1 Debt Service. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements and each succeeding payment date must be fully funded before any extension is made.

2.2.4.2 Debt Service Reserves. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. The Debt Service Reserve Fund's portfolio maturities shall not exceed the call provisions of the bond issue to reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.3 Capital Projects. Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. Achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded to increase yield.

2.2.5 *Buy-and-Hold.* The strategy of the City is to buy and hold securities matching liabilities. This prevents the need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 *Depository Funds.* In accordance with state law the City is required to competitively bid for a banking services depository every five years. Any bank in Texas may be used for time and demand deposits.

2.2.7 *Depository Bank Relationships.* This Policy shall seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will maintain a depository banking services contract which will minimizes the cost of the banking relationship, while allowing the City to earn a market return on demand deposits.

2.2.8 *Distribution of Earnings.* A combined portfolio may be utilized. Earnings from a combined portfolio will be allocated on a pro-rata cash basis to the included funds.

2.2.9 *Cash Management*. Procedures shall be established and implemented to manage receivables and to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

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3. SCOPE. The Investment Policy shall govern the investment of all financial assets reported in the City's annual financial statement which includes: the General Fund, Debt Fund(s), Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, and any other funds which have been contractually delegated to the City for management purposes. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

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

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

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

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

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

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

5.1 Investment Officers. The Assistant City Manager over Internal Services, the Director of Finance and the Assistant Finance Director shall be the "Investment Officers" of the City. As Investment Officers, they are authorized to deposit, withdraw, invest, transfer, or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Policy. Because of the various duties and responsibilities related to managing the investment portfolio, the Investment Officers may delegate specific duties and responsibilities to an accountant. No persons may engage in an investment transaction except as provided under the terms of this Policy. The Director of Finance shall be responsible for all transactions and shall establish a system of controls to regulate the activities of subordinate staff or investment officers. The system of controls shall be

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designed to provide reasonable assurance that the assets of the City are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that:

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

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

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

- the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- whether the investment decision was consistent with the written investment policy and procedures of the City.

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

5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions.

An Investment Officer who has a personal business relationship with any depository bank or with any entity seeking to sell an investment to the City shall file a statement with the City Secretary disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City under the set limits of the law shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council.

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

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk: credit risk and interest rate risk. *Credit risk* is the risk associated with the failure of a security issuer or backer to timely repay principal

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and interest in full. *Interest rate* risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. To provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City within a buy-and-hold strategy.

Only the following investments are authorized for the City. The maximum stated maturity of any investment is five years. All investment transactions will be made on a competitive basis.

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

6.1.1 *U.S. Obligations.* Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.

6.1.2 *Direct Obligation.* Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3 *General Obligation.* General obligation debt of the State of Texas or other US state or their respective agencies and instrumentalities, excluding mortgage-backed securities.

6.1.4 *Depository Certificates of Deposit*. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or its successor;
- over the FDIC insurance level, secured by obligations that are authorized by this policy including mortgage-backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Act;

6.1.5 *Credit Union Share Certificates.* A share certificate issued by a credit union in Texas fully insured by the National Credit Union Share Insurance Fund.

6.1.6 *Brokered certificates of deposit.* Fully FDIC insured brokered certificate of deposit securities from any US state delivered versus payment to the City's safekeeping/custody.

6.1.7 *Local Government Investment Pools.* Public funds investment pools in Texas which strive to maintain a $1 NAV provided that the investment pool underlying local cooperative agreement has been authorized by the City Council.

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

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.
- The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

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

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

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

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

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

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

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

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

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

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

8.2 Broker/dealers. The City Council will adopt the list of authorized broker/dealers at least annually. All broker/dealers must supply the following as appropriate: (1) annual audited financial statements; (2) proof of

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FINRA (Financial Industry Regulatory Authority) registration; (3) proof of State Securities Board registration; and (4) completed City broker/dealer questionnaire. All authorized broker/dealers will be sent a copy of the then-current Investment Policy.

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

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

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

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

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

Authorized collateral shall include only:

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

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

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

For time and demand deposits, collateral shall be maintained by the depository at 102% market value of the deposits. Financial institutions, with which the City maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City marked to current market

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prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable.

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

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

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

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

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

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

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

14.2.3 Additions and changes to the market value during the period;

14.2.4 Fully accrued interest and total earnings for the reporting period;

14.2.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;

14.2.6 Listing of investments by maturity date or market sector;

14.2.7 The percentage of the total portfolio which each type of investment represents; and

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14.2.8 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

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

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Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Lauren Field, City Secretary
Date:	November 8, 2022
Re:	Agenda Software

Action Requested:

Consider and act to purchase agenda software from CivicPlus with an initial first year cost of $8,200.00 and an annual recurring cost of $4,578.00 beginning in year two. (Berry)

Background Information:

Staff requests authorization to procure new agenda software for use by staff and the City Secretary's Office. The current software is outdated and no longer supported. CivicClerk is managed by CivicPlus who provides our website and parks management software.

Staff met with CivicClerk, Granicus-Legistar, and OnBase to view demonstrations of the software. Staff selected CivicClerk.

The initial term is for one year with the option to renew annually. The first renewal price is set below. Year three and beyond may be increased by five percent.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

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.

Year 1: $8,200.00 License and Implementation
Year 2: $4,578.00 License

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase as recommended.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-24193-1
Date: 4/6/2022 1:41 PM
Expires On: 11/30/2022

Client:
CELINA, TEXAS

Bill To:
CELINA, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacen Clapp	x785-222-4874	jacen.clapp@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to 8 of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

~~List Price - Year 1 Total~~	~~USD 10,825.00~~
Total Investment - Year 1	USD 8,200.00
Annual Recurring Services - Year 2	USD 4,578.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement (“MSA”), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

Attachment: Celina TX - CivicClerk SOW (Agenda Software)

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.

5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.

7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client’s use of the services in the intended course of business as Go Live. “Go-Live” is defined as the Client’s use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Attachment: Celina TX - CivicClerk SOW (Agenda Software)

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Attachment: Celina TX - CivicClerk SOW (Agenda Software)

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Attachment: Celina TX - CivicClerk SOW (Agenda Software)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Eric Everson, Assistant Fire Chief
Date:	November 8, 2022
Re:	Medical Supplies

Action Requested:

Consider and act to purchase medical supplies and pharmaceuticals through a Interlocal Contract with Bound Tree Medical Supply in an amount not to exceed $60,000.00. (Berry)

Background Information:
Staff requests authorization to procure medical supplies and pharmaceuticals for use during emergency medical calls throughout the City through the following cooperative agreement.

Interlocal Agency: City of Richardson
Interlocal Contract #: 28-20

The City maintains an executed Interlocal Agreement with the above government entity. Chapter 271 of the Local Government Code authorizes cooperative purchases. 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 bid process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
Richardson Award Recommendation and Tab Sheet

Staff Recommendation:

Authorize the purchase as recommended.

RICHARDSON
TEXAS

MEMO

DATE: February 17, 2020

TO: Keith Dagen – Director of Finance

FROM: Todd Gastorf – Purchasing Manager [redacted]

SUBJECT: **Award of Bid #28-20 for Annual Requirements Contract for Medical Supplies and Pharmaceuticals to Bound Tree Medical pursuant to unit prices**

Proposed Date of Award: February 24, 2020

I concur with the recommendation of Curtis Poovey – Fire Chief, and request permission to issue an annual requirements contract for medical supplies and pharmaceuticals to Bound Tree Medical pursuant to the attached unit prices. Bound Tree Medical has successfully worked with the city for many years under the existing contract and provided the best overall pricing for the line items requested in the bid.

The initial term of the contract is for one (1) year commencing on March 17, 2020 with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. The award of this contract allows the city to purchase medical supplies and pharmaceuticals as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of goods or services, payment will be rendered pursuant to the unit prices specified.

City staff estimates annual expenditures to be approximately $255,000 and funding is provided from the Fire Department Operating Budget.

The bid was advertised in *The Dallas Morning News* on December 11 & 18, 2019 and posted on BidSync. A total of 2,963 electronic solicitations were distributed and fifty-three (53) vendors viewed the bid. A pre-bid conference was held on January 8, 2020 and eight (8) responsive bids were received.

Concur:

[redacted]

Keith Dagen

ATTACHMENTS

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

RICHARDSON
TEXAS

MEMO

DATE: February 10, 2020

TO: Todd Gastorf, Purchasing Manager

FROM: Curtis Poovey, Fire Chief [redacted]

RE: Bid 28-20 Medical Supplies and Pharmaceuticals

My EMS Staff has reviewed the results for Bid 28-20. Bound Tree Medical came in with the lowest price on both the Medical Supplies and Pharmaceuticals and they meet all bid requirements. We have been conducting business with Bound Tree for the past several years and are happy with their service.

I recommend we award the contract to Bound Tree Medical.

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 1 - AIRWAY SUPPLIES									
28-20-01-01	BECK AIRWAY-AIRFLOW MONITOR (BAAM), GREAT PLAINS BALLISTICS	60	EA	5.89	$ 353.40	5.60	$ 336.00	9.37	$ 562.20
28-20-01-02	CARBON DIOXIDE DETECTOR, EASY CAP (NELLCOR)	96	EA	9.75	$ 936.00	8.85	$ 849.60	9.03	$ 866.88
28-20-01-03	CARBON DIOXIDE DETECTOR, PEDIATRIC, PEDI-CAP (NELLCOR)	48	EA	9.43	$ 452.64	8.85	$ 424.80	9.14	$ 438.72
28-20-01-04	MEDICAL EID INTUBATION DETECTION, BULB STYLE, (WOLFE TROY OR CITY APPROVED EQUAL)	20	EA	2.05	$ 41.00	2.09	$ 41.80	2.10	$ 42.00
28-20-01-05	PEDIATRIC NEBULIZING MASK, (NIC THE ASTHMATIC DRAGON OR CITY APPROVED EQUAL)	200	EA	1.15	$ 230.00	1.11	$ 222.00	1.10	$ 220.00
28-20-01-06	NON-REBREATHING MASK, PEDIATRIC	1250	EA	0.64	$ 800.00	0.82	$ 1,025.00	0.71	$ 887.50
28-20-01-07	NEUBLIZER WITH MASK, ADULT	300	EA	0.74	$ 222.00	1.00	$ 300.00	0.73	$ 219.00
28-20-01-08	NEBULIZER WITH BAFFLED TEE ADAPTER, 7' OXYGEN TUBING WITH BLUE RIDGE TIP, MOUTHPIECE AND 6" FLEXTUBE (CARDNIAL HEALTH)	500	EA	0.50	$ 250.00	0.72	$ 360.00	0.65	$ 325.00
28-20-01-09	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, ADULT (AMBU SPUR II ADULT BVM) - NO SUBSTITUTES	216	EA	8.44	$ 1,823.04	8.00	$ 1,728.00	9.32	$ 2,013.12
28-20-01-10	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, CHILD (AMBU SPUR II CHILD BVM) - NO SUBSTITUTES	68	EA	9.70	$ 659.60	10.50	$ 714.00	12.35	$ 839.80
28-20-01-11	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, INFANT (AMBU SPUR II INFANT BVM) - NO SUBSTITUTES	44	EA	9.70	$ 426.80	10.50	$ 462.00	12.50	$ 550.00
28-20-01-12	DISPOSABLE POCKET FACE MASK FOR CPR WITH ONE-WAY VALVE AND AIR FILLED MASK	200	EA	4.35	$ 870.00	3.58	$ 716.00	3.17	$ 634.00
28-20-01-13	MICRO'S POCKET BVM™	30	EA	37.30	$ 1,119.00	33.77	$ 1,013.10	36.79	$ 1,103.70
28-20-01-14	DISPOSABLE OXYGEN MASK, NON-REBREATHING WITH SAFETY VENT, ADULT	3700	EA	0.65	$ 2,405.00	0.66	$ 2,442.00	0.64	$ 2,368.00
28-20-01-15	NASAL CANNULA CLEAR, ADULT	1300	EA	0.25	$ 325.00	0.25	$ 325.00	0.29	$ 370.50
28-20-01-16	NASAL CANNUAL, PEDIATRIC	200	EA	0.23	$ 46.00	0.49	$ 98.00	0.29	$ 57.00
28-20-01-17	OXYGEN FLOWMETER, OHIO	5	EA	37.25	$ 186.25	22.94	$ 114.70	32.79	$ 163.95
28-20-01-18	FLOWMETER DIAL, 0-25 LPM	2	EA	35.45	$ 70.90	46.71	$ 93.42	34.65	$ 69.30
28-20-01-19	FLOWMETER OHMEDA QC CHROME PLATED, 0-15 LPM	2	EA	49.80	$ 99.60	45.00	$ 90.00	32.79	$ 65.58
28-20-01-20	ADAPTER OHMEDA TO 1/8" MALE NATIONAL PIPE THREAD	2	EA	14.40	$ 28.80	10.31	$ 20.62	12.69	$ 25.38
28-20-01-21	OHIO MALE X DISS MALE	2	EA	14.95	$ 29.90	16.19	$ 32.38	16.67	$ 33.34
28-20-01-22	BARBED FITTING PLASTIC	50	EA	0.50	$ 25.00	0.48	$ 24.00	0.44	$ 22.00
28-20-01-23	REGULATOR 2 DISS, 1 BARB, 0-25 LPM	6	EA	83.00	$ 498.00	27.31	$ 163.86	26.70	$ 160.20
28-20-01-24	REGULATOR, OXYGEN, CONSTANT FLOW, 1 BARB, 1 DISS OUTLET	10	EA	14.95	$ 149.50	59.22	$ 592.20	26.70	$ 267.00
28-20-01-25	REGULATOR, DEMAND VALVE, SINGLE-STAGE PRESENT (WESTERN MEDICAL #M1-540-P OR CITY APPROVED EQUAL)	10	EA	212.50	$ 2,125.00	78.00	$ 780.00	26.38	$ 263.80
28-20-01-26	NASAL AIRWAY KIT, RUSCH ULTRA ROBERTAZZI WITH LUBRICANT, SIZES 22 FR - 32 FR	48	EA	12.52	$ 600.96	13.71	$ 658.08	11.11	$ 533.28
28-20-01-27	NASOPHARYNGEAL AIRWAY, 20 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-28	NASOPHARYNGEAL AIRWAY, 22 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-29	NASOPHARYNGEAL AIRWAY, 24 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

				BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-30	NASOPHARYNGEAL AIRWAY, 26 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-31	NASOPHARYNGEAL AIRWAY, 28 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-32	NASOPHARYNGEAL AIRWAY, 30 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-33	NASOPHARYNGEAL AIRWAY, 32 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-34	NASOPHARYNGEAL AIRWAY, 34 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-35	NASOPHARYNGEAL AIRWAY, 36 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.12	$ 84.80	1.64	$ 65.60	1.51	$ 60.40
28-20-01-36	ENDOTRACHEAL TUBE, 2.0 UNCUFFED	20	EA	0.45	$ 9.00	0.77	$ 15.40	0.62	$ 12.40
28-20-01-37	ENDOTRACHEAL TUBE, 2.5 UNCUFFED	20	EA	1.47	$ 29.40	0.77	$ 15.40	0.49	$ 9.80
28-20-01-38	ENDOTRACHEAL TUBE, 3.0 UNCUFFED	20	EA	0.66	$ 13.20	0.77	$ 15.40	0.49	$ 9.80
28-20-01-39	ENDOTRACHEAL TUBE, 3.5 UNCUFFED	20	EA	0.66	$ 13.20	0.77	$ 15.40	0.49	$ 9.80
28-20-01-40	ENDOTRACHEAL TUBE, 4.0 UNCUFFED	20	EA	0.66	$ 13.20	0.77	$ 15.40	0.49	$ 9.80
28-20-01-41	ENDOTRACHEAL TUBE, 4.5 UNCUFFED	20	EA	0.66	$ 13.20	0.77	$ 15.40	0.49	$ 9.80
28-20-01-42	ENDOTRACHEAL TUBE, 5.0 CUFFED	20	EA	0.66	$ 13.20	0.82	$ 16.40	0.66	$ 13.20
28-20-01-43	ENDOTRACHEAL TUBE, 5.5 CUFFED	30	EA	0.66	$ 19.80	0.82	$ 24.60	0.66	$ 19.80
28-20-01-44	ENDOTRACHEAL TUBE, 6.0 CUFFED	30	EA	0.66	$ 19.80	0.82	$ 24.60	0.66	$ 19.80
28-20-01-45	ENDOTRACHEAL TUBE, 6.5 CUFFED	50	EA	0.66	$ 33.00	0.82	$ 41.00	0.66	$ 33.00
28-20-01-46	ENDOTRACHEAL TUBE, 7.0 CUFFED	50	EA	0.66	$ 33.00	0.82	$ 41.00	0.66	$ 33.00
28-20-01-47	ENDOTRACHEAL TUBE, 7.5 CUFFED	75	EA	0.66	$ 49.50	0.82	$ 61.50	0.66	$ 49.50
28-20-01-48	ENDOTRACHEAL TUBE, 8.0 CUFFED	75	EA	0.66	$ 49.50	0.82	$ 61.50	0.66	$ 49.50
28-20-01-49	ENDOTRACHEAL TUBE, 8.5 CUFFED	75	EA	0.66	$ 49.50	0.82	$ 61.50	0.66	$ 49.50
28-20-01-50	ENDOTRACHEAL TUBE, 9.0 CUFFED	30	EA	0.66	$ 19.80	0.82	$ 24.60	0.66	$ 19.80
28-20-01-51	ENDOTRACHEAL TUBE, 9.5 CUFFED	30	EA	0.66	$ 19.80	0.82	$ 24.60	0.66	$ 19.80
28-20-01-52	ENDOTRACHEAL TUBE HOLDER, ADULT (THOMAS OR CITY APPROVED EQUAL)	300	EA	2.74	$ 822.00	2.42	$ 726.00	2.66	$ 798.00
28-20-01-53	ENDOTRACHEAL TUBE HOLDER, PEDIATRIC (THOMAS OR CITY APPROVED EQUAL)	150	EA	2.70	$ 405.00	2.42	$ 363.00	2.66	$ 399.00
28-20-01-54	HUDSON RCI AIRWAY, INFANT SIZE (5.5), 55MM CATH-GUIDE	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.93	$ 44.64
28-20-01-55	HUDSON RCI AIRWAY, SMALL CHILD SIZE (6), 60MM CATH-GUIDE	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.93	$ 44.64
28-20-01-56	HUDSON RCI AIRWAY, CHILD SIZE (7), 70MM CATH-GUIDE	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.93	$ 44.64
28-20-01-57	HUDSON RCI AIRWAY, SMALL ADULT SIZE (8), 80MM CATH-GUIDE	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.93	$ 44.64
28-20-01-58	HUDSON RCI AIRWAY, SMALL/MEDIUM ADULT SIZE (9), 90 MM CATH-GUIDE)	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.93	$ 44.64
28-20-01-59	HUDSON RCI AIRWAY, MEDIUM ADULT SIZE (10), 100 MM CATH-GUIDE)	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.99	$ 47.52
28-20-01-60	HUDSON RCI AIRWAY, ORAL ADULT SIZE (11), 110 MM CATH-GUIDE)	48	EA	0.20	$ 9.60	0.83	$ 39.84	0.93	$ 44.64
28-20-01-61	HUDSON RCI AIRWAY, LARGE ADULT SIZE (12), 120 MM CATH-GUIDE)	48	EA	0.88	$ 42.24	0.83	$ 39.84	0.93	$ 44.64
28-20-01-62	HUDSON RCI AIRWAY, LIFESAVE AIRWAY KIT, #1173	4	EA	25.45	$ 101.80	23.10	$ 92.40	28.35	$ 113.40
28-20-01-63	HUMIDIFIER, PREFILLED (HUDSON RCI)	36	EA	1.90	$ 68.40	1.87	$ 67.32	1.69	$ 60.84
28-20-01-64	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	125	EA	4.35	$ 543.75	6.27	$ 783.75	3.00	$ 375.00
28-20-01-65	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	49	EA	4.23	$ 207.27	6.27	$ 307.23	3.00	$ 147.00
28-20-01-66	INTUBATING STYLETTE, INFANT, 6 FR, RUSCH FLEXI-SLIP	49	EA	0.90	$ 44.10	2.68	$ 131.32	1.33	$ 65.17

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-67	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 1, PINK	50	EA	3.95	$ 197.50	6.27	$ 313.50	7.61	$ 380.50
28-20-01-68	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 2, YELLOW	50	EA	3.95	$ 197.50	6.27	$ 313.50	7.61	$ 380.50
28-20-01-69	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 3, ORANGE	20	EA	3.95	$ 79.00	6.27	$ 125.40	7.61	$ 152.20
28-20-01-70	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 4, LIME	20	EA	3.95	$ 79.00	6.27	$ 125.40	7.61	$ 152.20
28-20-01-71	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 0, WHITE	20	EA	3.95	$ 79.00	6.27	$ 125.40	7.61	$ 152.20
28-20-01-72	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 1, PINK	20	EA	3.95	$ 79.00	6.27	$ 125.40	7.61	$ 152.20
28-20-01-73	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 2, YELLOW	20	EA	3.95	$ 79.00	6.27	$ 125.40	7.61	$ 152.20
28-20-01-74	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 3, ORANGE	20	EA	3.95	$ 79.00	6.27	$ 125.40	7.61	$ 152.20
28-20-01-75	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 4, LIME	50	EA	3.95	$ 197.50	6.27	$ 313.50	7.61	$ 380.50
28-20-01-76	STANDARD LARYNGOSCOPE HANDLE, MEDIUM (MEDSOURCE MS-46000 OR CITY APPROVED EQUAL)	16	EA	8.20	$ 131.20	12.41	$ 198.56	7.78	$ 124.48
28-20-01-77	i-gel® SUPRAGLOTTIC AIRWAY, SMALL ADULT, SIZE 3	30	EA	14.95	$ 448.50	13.00	$ 390.00	13.64	$ 409.20
28-20-01-78	i-gel® SUPRAGLOTTIC AIRWAY, MEDIUM ADULT, SIZE 4	50	EA	14.95	$ 747.50	13.00	$ 650.00	13.64	$ 682.00
28-20-01-79	i-gel® SUPRAGLOTTIC AIRWAY, LARGE ADULT, SIZE 5	50	EA	14.95	$ 747.50	13.00	$ 650.00	13.64	$ 682.00
28-20-01-80	Hi-Flow™ SUCTION CANISTER WITH AEROSTAT FILTER, 1200 cc	100	EA	2.49	$ 249.00	2.97	$ 297.00	2.53	$ 253.00
28-20-01-81	Hi-Flow™ SUCTION CANISTER WITH AEROSTATE FILTER AND FLOAT VALVE SHUTOFF, 800cc	75	EA	1.99	$ 149.25	2.94	$ 220.50	1.71	$ 128.25
28-20-01-82	SUCTION CATHETER, 6 FR	120	EA	0.14	$ 16.80	0.21	$ 25.20	0.17	$ 20.40
28-20-01-83	SUCTION CATHETER, 8 FR	20	EA	0.14	$ 2.80	0.21	$ 4.20	0.17	$ 3.40
28-20-01-84	SUCTION CATHETER, 10 FR	120	EA	0.14	$ 16.80	0.21	$ 25.20	0.17	$ 20.40
28-20-01-85	SUCTION CATHETER, 12 FR	20	EA	0.14	$ 2.80	0.21	$ 4.20	0.17	$ 3.40
28-20-01-86	SUCTION CATHETER, 14 FR	120	EA	0.14	$ 16.80	0.21	$ 25.20	0.17	$ 20.40
28-20-01-87	SUCTION CATHETER, 16 FR	30	EA	0.14	$ 4.20	0.21	$ 6.30	0.17	$ 5.10
28-20-01-88	SUCTION CATHETER, 18 FR	30	EA	0.14	$ 4.20	0.21	$ 6.30	0.17	$ 5.10
28-20-01-89	YANKAUER SUCTION TIP WITH CONTROL VENT	144	EA	0.41	$ 59.04	0.37	$ 53.28	0.35	$ 50.40
28-20-01-90	YANKAUER FLEX SUCTION WITH VENT	100	EA	0.41	$ 41.00	1.20	$ 120.00	1.17	$ 117.00
28-20-01-91	LAERDAL PORTABLE SUCTION UNIT	2	EA	472.80	$ 945.60	686.00	$ 1,372.00	732.55	$ 1,465.10
28-20-01-92	V-Vac™ STARTER KIT (LAERDAL)	14	EA	90.98	$ 1,273.72	78.00	$ 1,092.00	87.37	$ 1,223.18
28-20-01-93	V-Vac™ REPLACEMENT CARTRIDGE (LAERDAL)	14	EA	94.50	$ 1,323.00	19.00	$ 266.00	21.24	$ 297.36
28-20-01-94	V-Vac™ REPLACEMENT ADAPTER TIP (LAERDAL)	24	EA	27.30	$ 655.20	7.00	$ 168.00	6.58	$ 157.92
28-20-01-95	SSCOR D CELL SUCTION UNIT	2	EA	999.55	$ 1,999.10	936.25	$ 1,872.50	1005.75	$ 2,011.50
28-20-01-96	SUCTION CONNECTING TUBING, 9/32" ID x 6' L (KENDALL OR CITY APPROVED EQUAL)	250	EA	0.70	$ 175.00	1.00	$ 250.00	0.69	$ 172.50
28-20-01-97	OXYGEN CYLINDER SMALL HAND WHEEL WITH HARD RUBBER CUFF AND TIE DOWN CHAIN	50	EA	9.60	$ 480.00	9.51	$ 475.50	9.59	$ 479.50
28-20-01-98	MUCOSAL ATOMIZATION DEVICE WITHOUT SYRINGE	350	EA	6.89	$ 2,411.50	6.45	$ 2,257.50	6.67	$ 2,334.50
28-20-01-99	O2 MAX BiTrac ED Mask, w/ Neb, w/3-SET Valve ADULT MED AND LG (NO SUBSTITUTIONS)	350	EA	37.85	$ 13,247.50	37.40	$ 13,090.00	NO BID	
28-20-01-100	Mucosal Atomization Device, MAD Nasal/Oral w/3cc Syringe, Latex Free	160	EA	7.92	$ 1,267.20	7.35	$ 1,176.00	7.59	$ 1,214.40
28-20-01-101	ENDOTRACHEAL TUBE MALLEABLE INTRODUCER, PEDIATRIC	40	EA	0.90	$ 36.00	6.27	$ 250.80	3.00	$ 120.00
28-20-01-102	DISPOSABLE PLASTIC BITE STICK	20	EA	0.35	$ 7.00	0.36	$ 7.20	0.25	$ 5.00

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-103	STERILE, 6" TONGUE DEPRESSORS	24	EA	0.03	$ 0.72	0.03	$ 0.72	0.03	$ 0.70
28-20-01-104	MAGILL INTUBATING FORCEPS, ADULT	31	EA	3.55	$ 110.05	3.60	$ 111.60	3.50	$ 108.50
28-20-01-105	MAGILL INTUBATING FORCEPS, CHILD	31	EA	3.55	$ 110.05	3.60	$ 111.60	3.41	$ 105.71
28-20-01-106	STERILE LUBRICANT, 5 GRAM TUBE	150	EA	0.99	$ 148.50	0.10	$ 15.00	0.07	$ 10.50
TOTAL MEDICAL SUPPLIES CATEGORY 1					**$ 46,130.48**		**$ 44,365.66**		**$ 30,617.16**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

				BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 2 - GLOVES									
28-20-02-01	Apex Pro™ EXAM GLOVES, NITRITE, SMALL, 100 PER BOX - NO SUBSTITUTIONS	50	BOX	11.75	$ 587.50	12.430	$ 621.50	15.43	$ 771.50
28-20-02-02	Apex Pro™ EXAM GLOVES, NITRITE, MEDIUM, 100 PER BOX - NO SUBSTITUTIONS	100	BOX	11.75	$ 1,175.00	12.430	$ 1,243.00	15.43	$ 1,543.00
28-20-02-03	Apex Pro™ EXAM GLOVES, NITRITE, LARGE, 100 PER BOX - NO SUBSTITUTIONS	1500	BOX	11.75	$ 17,625.00	12.430	$ 18,645.00	15.43	$ 23,145.00
28-20-02-04	Apex Pro™ EXAM GLOVES, NITRITE, X-LARGE, 100 PER BOX - NO SUBSTITUTIONS	2100	BOX	11.75	$ 24,675.00	12.430	$ 26,103.00	15.43	$ 32,403.00
28-20-02-05	Apex Pro™ EXAM GLOVES, NITRITE, XX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	100	BOX	11.75	$ 1,175.00	12.430	$ 1,243.00	15.43	$ 1,543.00
28-20-02-06	Apex Pro™ EXAM GLOVES, NITRITE, XXX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	200	BOX	11.75	$ 2,350.00	12.430	$ 2,486.00	15.43	$ 3,086.00
28-20-02-07	Microflex SupernoEC™ EXAM GLOVES, NITRITE, SMALL, 50 PER BOX - NO SUBSTITUTIONS	80	BOX	6.07	$ 485.60	6.340	$ 507.20	7.73	$ 618.40
28-20-02-08	Microflex SupernoEC™ EXAM GLOVES, NITRITE, MEDIUM, 50 PER BOX - NO SUBSTITUTIONS	80	BOX	6.07	$ 485.60	6.340	$ 507.20	7.73	$ 618.40
28-20-02-09	Microflex SupernoEC™ EXAM GLOVES, NITRITE, LARGE, 50 PER BOX - NO SUBSTITUTIONS	800	BOX	6.07	$ 4,856.00	6.340	$ 5,072.00	7.73	$ 6,184.00
28-20-02-10	Microflex SupernoEC™ EXAM GLOVES, NITRITE, X-LARGE, 50 PER BOX - NO SUBSTITUTIONS	800	BOX	6.07	$ 4,856.00	6.340	$ 5,072.00	7.73	$ 6,184.00
28-20-02-11	Microflex SupernoEC™ EXAM GLOVES, NITRITE, XX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	50	BOX	6.07	$ 303.50	6.340	$ 317.00	7.73	$ 386.50
28-20-02-12	Microflex SupernoEC™ EXAM GLOVES, NITRITE, XXX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	5	BOX	6.07	$ 30.35	6.340	$ 31.70	7.73	$ 38.65
TOTAL MEDICAL SUPPLIES CATEGORY 2					**$ 58,604.55**		**$ 61,848.60**		**$ 76,521.45**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 3 - INFECTION CONTROL SUPPLIES									
28-20-03-01	SHARPS SHUTTLE CONTAINER	360	EA	1.44	$ 518.40	1.33	$ 478.80	1.230	$ 442.80
28-20-03-02	SHARPS DISPOSABLE CONTAINER, 0.6 LITER (SMITHS MEDICAL OR CITY APPROVED EQUAL)	100	EA	1.06	$ 106.00	1.90	$ 190.00	1.820	$ 182.00
28-20-03-03	SHARPS COLLECTOR, 3.3 QUART, BD™ 305488	48	EA	3.35	$ 160.80	5.42	$ 260.16	4.400	$ 211.20
28-20-03-04	SHARPS DISPOSABLE CONTAINER, 5 QUART (KENDALL DEVON SHARPS-A-GATOR® OR CITY APPROVED EQUAL)	100	EA	2.95	$ 295.00	3.61	$ 361.00	2.990	$ 299.00
28-20-03-05	SHARPS COLLECTOR, 6.9 QUART, BD™ 305489	24	EA	2.73	$ 65.52	8.62	$ 206.88	6.610	$ 158.64
28-20-03-06	ANITBACTERIAL NO RINSE HANDWASH GEL, 4 oz	168	EA	1.35	$ 226.80	1.48	$ 248.64	0.650	$ 109.20
28-20-03-07	ANTIMICROBIAL HANDWIPES, TUB/CANISTER 6" x 7-1/2", APPROX. 135 COUNT (PDI SANI-HANDS™ ALC OR CITY APPROVED EQUAL)	24	CANISTER	4.98	$ 119.52	4.91	$ 117.84	4.760	$ 114.24
28-20-03-08	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, TUB/CANISTER 6" x 6-3/4", APPROX. 160 COUNT (PDI SUPER SANI-CLOTH™ OR CITY APPROVED EQUAL)	80	CANISTER	5.95	$ 476.00	6.15	$ 492.00	5.670	$ 453.60
28-20-03-09	SURFACE DISINFECTANT TOWELETTES, 10" X 12" (Metrex CaviWipes™ XL)	50	CANISTER	7.14	$ 357.00	11.02	$ 551.00	8.820	$ 441.00
28-20-03-10	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, INDIVIDUAL FOIL PACKS, 5" x 8" (PDI SUPER SANI-CLOTH™ OR CITY APPROVED EQUAL)	750	EA	0.06	$ 45.00	0.16	$ 120.00	0.410	$ 307.50
28-20-03-11	SURFACE DISINFECTANT, SPRAY BOTTLE, 24 oz. (Metrex Envirocide™ or Cavicide™)	74	BOTTLE	11.65	$ 862.10	9.66	$ 714.84	8.050	$ 595.70
28-20-03-12	SURFACE DISINFECTANT, ONE GALLON CONTAINER (Metrex Cavicide™)	24	EA	14.96	$ 359.04	25.20	$ 604.80	22.350	$ 536.40
28-20-03-13	Cidex® 2.4% GLUTERALDEHYDE DISINFECTANT, ONE GALLON CONTAINER	24	EA	34.50	$ 828.00	37.50	$ 900.00	32.140	$ 771.36
28-20-03-14	PARTICULATE RESPIRATOR WITH NOSE FLANGE, SMALL (MOLDEX N95)	500	EA	0.98	$ 490.00	0.75	$ 375.00	1.095	$ 547.50
28-20-03-15	PARTICULATE RESPIRATOR WITH NOSE FLANGE, MEDIUM (MOLDEX N95)	500	EA	0.98	$ 490.00	0.75	$ 375.00	1.095	$ 547.50
28-20-03-16	PARTICULATE RESPIRATOR WITH NOSE FLANGE, LARGE (MOLDEX N95)	500	EA	0.98	$ 490.00	0.75	$ 375.00	1.095	$ 547.50
28-20-03-17	PROTECTIVE EYEWEAR, (NEMESIS V30)	400	EA	2.91	$ 1,164.00	3.11	$ 1,244.00	3.050	$ 1,220.00
28-20-03-18	PROTECTIVE EYEWEAR, POLARIZED (NEMESIS)	100	EA	16.21	$ 1,621.00	15.84	$ 1,584.00	14.600	$ 1,460.00
28-20-03-19	PROTECTIVE EYEWEAR, RX READER, 1.5, 2.0, 2.5 MAGNIFICATION, CLEAR (NEMESIS)	120	EA	8.50	$ 1,020.00	7.83	$ 939.60	7.360	$ 883.20
28-20-03-20	FOG FREE, PROCEDURE FACE MASK WITH WRAP AROUND SPLASHGUARD VISOR (Fluidshied ® or CITY APPROVED EQUAL)	750	EA	0.96	$ 720.00	1.19	$ 892.50	0.350	$ 262.50
28-20-03-21	MOLDER SURGICAL MASK	1000	EA	0.06	$ 60.00	0.10	$ 100.00	0.085	$ 85.00
28-20-03-22	COLLECTION BAG WITH HOOK, 3 LITER, 8" x 13" (HARTWELL'S BIOHOOP) - NO SUBSTITUTIONS	360	EA	1.58	$ 568.80	1.75	$ 630.00	1.670	$ 601.20
28-20-03-23	BIOHAZARD INFECTIOUS WASTE BAG, 7-10 GALLON, 23" x 23", 1.5 mil THICK	250	EA	0.08	$ 20.00	0.25	$ 62.50	0.100	$ 25.00
28-20-03-24	BIOHAZARD BAG, 17" x 18"	20	PACKAGE	0.10	$ 2.00	0.42	$ 8.40	0.030	$ 0.60
28-20-03-25	TINCTURE OF BENZOIN SWAB STICK (PDI)	500	EA	0.69	$ 345.00	0.42	$ 210.00	0.235	$ 117.65
28-20-03-26	DELUXE INFECTION CONTROL KIT (MORRISON MEDICAL #4990721)	20	EA	3.72	$ 74.40	7.00	$ 140.00	3.350	$ 67.00
28-20-03-27	SHOE COVER WITH ELASTIC TOP, NON-CONDUCTIVE, FLUID REPELLANT, ONE SIZE FITS ALL	400	EA	0.14	$ 56.00	0.12	$ 48.00	0.050	$ 20.00
28-20-03-28	SaniZide® DISINFECTANT SPRAY BOTTLE, 32 oz. (OR CITY APPROVED EQUAL)	75	BOTTLE	5.25	$ 393.75	6.13	$ 459.75	4.760	$ 357.00

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

				BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-03-29	SaniZide® DISINFECTANT, GALLON BOTTLE (OR CITY APPROVED EQUAL)	10	BOTTLE	13.55	$ 135.50	15.80	$ 158.00	12.720	$ 127.20
28-20-03-30	SaniZide® DISINFECTANT WIPES, 160 COUNT CANISTER (OR CITY APPROVED EQUAL)	50	CANISTER	7.20	$ 360.00	8.33	$ 416.50	6.520	$ 326.00
TOTAL MEDICAL SUPPLIES CATEGORY 3					**$ 12,429.63**		**$ 13,264.21**		**$ 11,817.49**

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BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 4 - INTRAVENOUS SUPPLIES									
28-20-04-01	LATEX FREE DISPOSABLE TOURNIQUET, 1" X 18"	3800	EA	0.07	$ 266.00	0.11	$ 410.40	0.07	$ 247.00
28-20-04-02	Curaplex Select Ext Set, 8 in, Removable Luer Locking Site, Pinch Clamp, Spin Lock Connection	750	EA	0.78	$ 585.00	1.06	$ 795.00	0.78	$ 585.00
28-20-04-03	Pressure Infusion (400psig) Extension Set, 7 in, w/Microclave, Purple Slide Clamp	500	EA	1.85	$ 925.00	2.26	$ 1,130.00	1.78	$ 890.00
28-20-04-04	Curaplex Select IV Admin Set, 60 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection	100	EA	1.01	$ 101.00	1.22	$ 122.00	1.00	$ 100.00
28-20-04-05	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection	1500	EA	1.55	$ 2,325.00	1.21	$ 1,815.00	1.00	$ 1,500.00
28-20-04-06	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, 6 in Ext Set w/Pinch Clamp	500	EA	0.87	$ 435.00	1.62	$ 810.00	1.39	$ 695.00
28-20-04-07	CLEARSAFE® IV CATHETER, 14 GAUGE x 1-1/4" - NO SUBSTITUTIONS	400	EA	1.15	$ 460.00	1.33	$ 532.00	1.31	$ 524.00
28-20-04-08	CLEARSAFE® IV CATHETER, 16 GAUGE x 1-1/4" - NO SUBSTITUTIONS	400	EA	1.15	$ 460.00	1.33	$ 532.00	1.31	$ 524.00
28-20-04-09	CLEARSAFE® IV CATHETER, 18 GAUGE x 1-1/4" - NO SUBSTITUTIONS	1200	EA	1.15	$ 1,380.00	1.33	$ 1,596.00	1.31	$ 1,572.00
28-20-04-10	CLEARSAFE® IV CATHETER, 20 GAUGE x 1-1/4" - NO SUBSTITUTIONS	1200	EA	1.15	$ 1,380.00	1.33	$ 1,596.00	1.31	$ 1,572.00
28-20-04-11	CLEARSAFE® IV CATHETER, 22 GAUGE x 1" - NO SUBSTITUTIONS	400	EA	1.15	$ 460.00	1.33	$ 532.00	1.31	$ 524.00
28-20-04-12	CLEARSAFE® IV CATHETER, 24 GAUGE x 3/4" - NO SUBSTITUTIONS	200	EA	1.15	$ 230.00	1.33	$ 266.00	1.31	$ 262.00
28-20-04-13	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 18 GAUGE x 1-1/2"	400	EA	0.05	$ 20.00	0.04	$ 16.00	0.02	$ 8.60
28-20-04-14	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 22 GAUGE x 1-1/2"	200	EA	0.05	$ 10.00	0.04	$ 8.00	0.01	$ 2.40
28-20-04-15	HYPODERMIC NEEDLE, 21 GAUGE x 1"	200	EA	0.05	$ 10.00	0.17	$ 34.00	0.01	$ 2.40
28-20-04-16	HYPODERMIC NEEDLE, 27 GAUGE x 1/2"	200	EA	0.05	$ 10.00	0.17	$ 34.00	0.01	$ 2.40
28-20-04-17	SAFETY SYRINGE, 1cc, 25 GAUGE x 5/8"	250	EA	0.40	$ 100.00	0.09	$ 22.50	0.17	$ 42.50
28-20-04-18	Syringe and Needle, VanishPoint Retractable, 3cc, 25 ga x 1 inch	250	EA	0.58	$ 145.00	0.39	$ 97.50	0.33	$ 83.35
28-20-04-19	Syringe and Needle, VanishPoint Retractable, 5cc, 21 ga x 1 inch	400	EA	1.20	$ 480.00	0.39	$ 156.00	0.52	$ 208.00
28-20-04-20	Luer-Lok™ SYRINGE, 3cc	650	EA	0.08	$ 52.00	0.08	$ 52.00	0.05	$ 30.23
28-20-04-21	Luer-Lok™ SYRINGE, 5cc	300	EA	0.21	$ 63.00	0.07	$ 21.00	0.05	$ 16.20
28-20-04-22	Luer-Lok™ SYRINGE, 10cc	650	EA	0.24	$ 156.00	0.07	$ 45.50	0.05	$ 35.10
28-20-04-23	Luer-Lok™ SYRINGE, 12cc	400	EA	0.13	$ 52.00	0.07	$ 28.00	0.05	$ 19.84
28-20-04-24	Luer-Lok™ SYRINGE, 20cc	400	EA	0.64	$ 256.00	0.29	$ 116.00	0.15	$ 59.60
28-20-04-25	Luer-Lok™ SYRINGE, 30-35cc	100	EA	0.42	$ 42.00	0.41	$ 41.00	0.18	$ 18.00
28-20-04-26	Luer-Lok™ SYRINGE, 50-60cc	150	EA	0.61	$ 91.50	0.41	$ 61.50	0.34	$ 51.00
28-20-04-27	SYRINGE AND NEEDLE, 3cc, 18 GAUGE x 1-1/2"	300	EA	0.18	$ 54.00	0.17	$ 51.00	0.04	$ 11.49
28-20-04-28	SYRINGE AND NEEDLE, 5cc, 20 GAUGE x 1"	200	EA	0.22	$ 44.00	0.39	$ 78.00	0.10	$ 20.00
28-20-04-29	SYRINGE AND NEEDLE, 10cc, 20 GAUGE x 1"	400	EA	0.18	$ 72.00	0.50	$ 200.00	0.10	$ 39.76
28-20-04-30	BLUNT PLASTIC CANNULA (BD™ #303345)	100	EA	0.35	$ 35.00	0.33	$ 33.00	0.26	$ 26.00
28-20-04-31	BAXTER, 3-WAY STOPCOCK WITH EXTENSION TUBING	24	EA	0.97	$ 23.28	3.52	$ 84.48	1.19	$ 28.56
28-20-04-32	CHEST DECOMPRESSION KIT (MOTION MEDICAL #1681)	6	EA	13.48	$ 80.88	15.40	$ 92.40	12.45	$ 74.70
28-20-04-33	ARS NEEDLE DECOMPRESSION KIT, 10 GA X 3.25 IN, W/PROTECTIVE CASE	10	EA	15.25	$ 152.50	13.49	$ 134.90	13.67	$ 136.70
28-20-04-34	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case	10	EA	8.20	$ 82.00	7.40	$ 74.00	7.43	$ 74.30
28-20-04-35	ALCOHOL PREPS, 70% ISOPROPYL, 1-1/4" x 2-1/2"	38800	EA	0.01	$ 388.00	0.01	$ 294.88	0.00	$ 190.12
28-20-04-36	POVIDONE-IODINE WIPES, 1-3/4" x 3-1/4"	3500	EA	0.03	$ 105.00	0.15	$ 525.00	0.03	$ 109.55

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BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

				BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-04-37	DISPOSABLE INFU-SURGE PRESSURE BAG WITH BULB AND GAUGE, 1000ml (VENTLAB VC410 OR CITY APPROVED EQUAL)	125	EA	6.55	$ 818.75	7.20	$ 900.00	7.45	$ 931.25
28-20-04-38	IV Start Kit - IV Guard, Lock, Flush	500	EA	1.55	$ 775.00	4.60	$ 2,300.00	4.89	$ 2,445.00
TOTAL MEDICAL SUPPLIES CATEGORY 4					**$ 13,124.91**		**$ 15,637.06**		**$ 13,662.05**

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ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 5 - MISCELLANEOUS SUPPLIES									
28-20-05-01	DISPOSABLE COLD PACK/COMPRESS, QUICK ACTIVATION, 6" x 9"	500	EA	0.25	$ 125.00	0.61	$ 305.00	0.43	$ 215.00
28-20-05-02	HOT PACKS, 6" x 8"	300	EA	0.33	$ 99.00	0.53	$ 159.00	0.52	$ 156.00
28-20-05-03	TRIAGE TAGS, METTAG, 50 PER PACKAGE	50	PACKAGE	42.55	$ 2,127.50	37.00	$ 1,850.00	47.20	$ 2,360.00
28-20-05-04	TRIAGE TAGS, ALL RISK WRISTBAND STYLE, 50 PER PACKAGE (DISASTER MANAGEMENT SYSTEMS #05420)	5	PACKAGE	63.90	$ 319.50	58.00	$ 290.00	60.33	$ 301.65
28-20-05-05	ALCOHOL, 70% ISOPROPYL, 16 oz BOTTTLE	250	BOTTLE	1.12	$ 280.00	1.50	$ 375.00	1.09	$ 272.50
28-20-05-06	AMMONIA INHALANT AMPULES	1800	AMPULE	0.18	$ 324.00	0.20	$ 360.00	0.17	$ 297.00
28-20-05-07	SCISSORS, 7-1/4" (PARA-MED OR CITY APPROVED EQUAL)	250	EA	0.64	$ 160.00	1.87	$ 467.50	0.63	$ 157.50
28-20-05-08	RING CUTTER	22	EA	4.19	$ 92.18	5.79	$ 127.38	3.76	$ 82.72
28-20-05-09	RING CUTTER REPLACEMENT BLADES	22	EA	1.57	$ 34.54	1.74	$ 38.28	1.37	$ 30.14
28-20-05-10	INFANT SWADDLING/BUNTING, ISOTHERMAL FOUL (GAM OR CITY APPROVED EQUAL)	20	EA	4.43	$ 88.60	4.38	$ 87.60	1.95	$ 39.00
28-20-05-11	LIGHTWEIGHT ANODIZED ALUMINUM CLIPBOARD WITH SELF LOCKING LATCH AND DUAL TRAY, 9" x 14" (POSSEE OR CITY APPROVED EQUAL)	10	EA	26.02	$ 260.20	40.00	$ 400.00	24.90	$ 249.00
28-20-05-12	DISPOSABLE OBSTRETICAL KIT, SHOULD CONTAIN: GLOVES, STERILE OB PAD, SCAPEL, DRAPE SHEET, RECEIVING BLANKET, OB TOWEL, PLASTIC BAG FOR PLACENTA, GAUZE SPONGES, BULB SYRINGE, UMBILICAL CLAMPS, ALCOHOL PREPS, TWIST TIES, NYLON TIE-OFFS, TOWELS)	60	EA	5.90	$ 354.00	7.55	$ 453.00	5.06	$ 303.60
28-20-05-13	STERILE BULB SYRINGE, 3 oz	44	EA	0.93	$ 40.92	0.67	$ 29.48	0.93	$ 40.92
28-20-05-14	FIRST AID 10 PERSON KIT (First Aid Only® MODEL 222-U)	25	EA	12.75	$ 318.75	37.00	$ 925.00	10.15	$ 253.75
28-20-05-15	EAR PLUGS WITH CORD (SPARKPLUGS OR CITY APPROVED EQUAL)	500	EA	0.22	$ 110.00	0.16	$ 80.00	0.27	$ 133.25
28-20-05-16	NAIL POLISH REMOVER WIPES	2400	EA	0.04	$ 96.00	0.03	$ 72.00	0.04	$ 84.48
28-20-05-17	5.11 TACTILE RUSH MOAB 10 GEAR BAG, BLACK #56964-19	15	EA	66.55	$ 998.25	109.99	$ 1,649.85	NO BID	
28-20-05-18	EMS FIELD GUIDE	15	EA	21.25	$ 318.75	30.00	$ 450.00	18.60	$ 279.00
28-20-05-19	SunX® SPF30 LOTION POUCHES, 200 POUCHES PER PACKAGE #71430	5	PACKAGE	84.56	$ 422.80	80.00	$ 400.00	196.72	$ 983.60
28-20-05-20	REPLACEMENT BATTERY FOR LAERDAL SUCTION UNIT, #L780400	6	EA	109.00	$ 654.00	94.88	$ 569.28	100.46	$ 602.76
28-20-05-21	Suction Cups, for LUCAS 2, Disposable	100	EA	41.67	$ 4,167.00	36.50	$ 3,650.00	37.32	$ 3,732.00
TOTAL MEDICAL SUPPLIES CATEGORY 5					**$ 11,390.99**		**$ 12,738.37**		**$ 10,573.87**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 6 - MONITOR/DIAGNOSTIC SUPPLIES									
28-20-06-01	COVIDIEN MICROSTREAM FILTERLINE SET, ADULT/PEDIATRIC	1200	EA	8.80	$ 10,560.00	8.67	$ 10,404.00	8.79	$ 10,548.00
28-20-06-02	COVIDIEN MICROSTREAM FILTERLINE SET, INFANT/NEONATE	200	EA	11.90	$ 2,380.00	9.61	$ 1,922.00	17.21	$ 3,442.00
28-20-06-03	COVIDIEN MICROSTREAM SMART CAPNOLINE®, ADULT/INTERMEDIATE W/O2 TUBING	1000	EA	8.80	$ 8,800.00	9.40	$ 9,400.00	10.97	$ 10,970.00
28-20-06-04	COVIDIEN MICROSTREAM SMART CAPNOLINE®, PEDIATRIC W/O2 TUBING	300	EA	10.50	$ 3,150.00	12.95	$ 3,885.00	13.34	$ 4,002.00
28-20-06-05	COVIDIEN MICROSTREAM SMART CAPNOLINE®, PLUS NO O2 DELIVERY	500	EA	9.20	$ 4,600.00	8.73	$ 4,365.00	9.88	$ 4,940.00
28-20-06-06	Nellcor™ OxiSensor® ll, ADULT, 18" CABLE	48	EA	16.05	$ 770.40	13.96	$ 670.08	15.05	$ 722.40
28-20-06-07	Nellcor™ OxiSensor® ll, ADULT, 36" CABLE	24	EA	17.55	$ 421.20	15.43	$ 370.32	16.55	$ 397.20
28-20-06-08	Nellcor™ OxiSensor® ll, PEDIATRIC	48	EA	16.25	$ 780.00	23.45	$ 1,125.60	15.05	$ 722.40
28-20-06-09	Nellcor™ OxiSensor® ll, INFANT	48	EA	21.15	$ 1,015.20	30.28	$ 1,453.44	19.56	$ 938.88
28-20-06-10	Nellcor™ DuraSensor DS100A FINGER CLIP SENSOR, ADULT	2	EA	91.35	$ 182.70	169.00	$ 338.00	68.80	$ 137.60
28-20-06-11	EC-4 Nellcor™ SENSOR EXTENSION CABLE, 4' length	2	EA	62.25	$ 124.50	38.91	$ 77.82	40.19	$ 80.38
28-20-06-12	PORTABLE CO-OXIMETER, MASIMO RAD 57C, #2711-25003	1	EA	4212.90	$ 4,212.90	3392.00	$ 3,392.00	4,096.59	$ 4,096.59
28-20-06-13	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC (Rainbow or SpO2)	10	EA	18.48	$ 184.80	14.38	$ 143.80	14.20	$ 142.00
28-20-06-14	BLOOD PRESSURE KIT, SYSTEM 5 (MEDSOURCE #MS MED5N)	2	EA	36.80	$ 73.60	74.42	$ 148.84	60.88	$ 121.76
28-20-06-15	HAND HELD OXIMETER (BCI® 3301)	6	EA	371.50	$ 2,229.00	511.79	$ 3,070.74	339.77	$ 2,038.62
28-20-06-16	CARRY CASE FOR BCI® 3301 HAND HELD OXIMETER	6	EA	47.80	$ 286.80	60.00	$ 360.00	43.96	$ 263.76
28-20-06-17	ELECTRODES, ADULT (AMBU® BlueSensor SP-00-S)	5000	EA	0.20	$ 1,000.00	0.20	$ 1,000.00	0.28	$ 1,400.00
28-20-06-18	ELECTRODES, PEDIATRIC (KENDALL MEDI-TRACE 135)	1000	EA	0.13	$ 130.00	0.17	$ 170.00	0.13	$ 130.00
28-20-06-19	SINGLE USE ELECTRODES, PRE-GELLED, 1-3/16" ROUND, ADULT (KENDALL MEDI-TRACE 530) - NO SUBSTITUTIONS	3600	PK	0.11	$ 396.00	4.55	$ 16,380.00	5.22	$ 18,792.00
28-20-06-20	QUICK COMBO ELECTRODE PADS, ADULT, EDGE SYSTEM WITH PRECONNECT SYSTEM , PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	80	PAIR	14.99	$ 1,199.20	26.99	$ 2,159.20	25.70	$ 2,056.00
28-20-06-21	QUICK COMBO ELECTRODE PADS, PEDIATRIC, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	50	PAIR	15.79	$ 789.50	17.64	$ 882.00	15.20	$ 760.00
28-20-06-22	QUICK COMBO REDI-PAK DEFIBRILLATION PADS, ADULT, PHSYIO CONTROL LIFEPAK 15 COMPATIBLE	50	PAIR	17.50	$ 875.00	16.27	$ 813.50	15.20	$ 760.00
28-20-06-23	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC	20	EA	18.48	$ 369.60	14.38	$ 287.60	14.94	$ 298.80
28-20-06-24	MASIMO SET LNCS INF-L INFANT ADHESIVE SENSOR, DISPOSABLE, FOR PTS 3-20KG	50	EA	18.80	$ 940.00	15.00	$ 750.00	11.80	$ 590.00
28-20-06-25	MEDI-TRACE RECORDING PAPER, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	100	ROLL	1.26	$ 126.00	2.00	$ 200.00	1.52	$ 152.00
28-20-06-26	DISPOSABLE PENLIGHT WITH PUPIL GAUGE	460	EA	0.63	$ 289.80	0.66	$ 303.60	0.56	$ 257.60

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

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BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-06-27	3M™ LITTMAN CLASSIC II STETHOSCOPE - NO SUBSTITUTIONS	30	EA	98.14	$ 2,944.20	79.66	$ 2,389.80	90.52	$ 2,715.60
28-20-06-28	SPRAGUE-RAPPAPORT STETHOSCOPE WITH 5 INTERCHANGABLE CHEST PIECES, BLACK	24	EA	3.80	$ 91.20	8.75	$ 210.00	4.45	$ 106.80
28-20-06-29	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, INFANT	16	EA	5.99	$ 95.84	7.00	$ 112.00	4.84	$ 77.44
28-20-06-30	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, CHILD	16	EA	5.99	$ 95.84	7.00	$ 112.00	4.84	$ 77.44
28-20-06-31	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, ADULT	16	EA	5.99	$ 95.84	8.12	$ 129.92	4.84	$ 77.44
28-20-06-32	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, LARGE ADULT	10	EA	5.99	$ 59.90	7.00	$ 70.00	4.99	$ 49.90
28-20-06-33	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, THIGH	10	EA	6.55	$ 65.50	7.00	$ 70.00	5.33	$ 53.30
28-20-06-34	INFRARED TEMPORAL SCANNER (EXERGEN CORPORATION TAT-2000) - NO SUBSTITUTIONS	6	EA	135.00	$ 810.00	122.43	$ 734.58	57.55	$ 345.30
28-20-06-35	EXERGEN DISPOSABLE THERMOMETER SHEATHS - NO SUBSTITUTIONS	300	EA	0.13	$ 39.00	0.07	$ 21.00	0.17	$ 50.10
28-20-06-36	ELECTRONIC THERMOMETER WITH HOLDER (WELCH ALLYN SURETEMP PLUS, MODEL 690) NO SUBSTITUTIONS	6	EA	269.50	$ 1,617.00	243.00	$ 1,458.00	252.15	$ 1,512.90
28-20-06-37	DISPOSABLE PROBE COVERS FOR WELCH ALLYN SURETEMP PLUS THERMOMETER	500	EA	0.04	$ 20.00	0.04	$ 22.00	0.04	$ 17.50
28-20-06-38	DIGITAL THERMOMETER (Adtemp™ II 413)	6	EA	3.70	$ 22.20	3.72	$ 22.32	3.44	$ 20.64
28-20-06-39	DISPOSABLE PROBE COVERS FOR Adtemp™ II 413 DIGITAL THERMOMETER	400	EA	0.03	$ 12.00	0.03	$ 12.00	0.03	$ 11.08
28-20-06-40	DISPOSABLE PROBE COVER FOR BRAUN THERMOSCAN® PRO 4000 EAR THERMOMETER	400	EA	0.07	$ 28.00	0.08	$ 30.00	0.07	$ 26.00
28-20-06-41	BLOOD GLUCOSE METER (Assure Prism Multi) - NO SUBSTITUTIONS	3	EA	5.90	$ 17.70	0.01	$ 0.03	-	$ -
28-20-06-42	Control Solution, Assure Prism Multi, L1 and L2 NO SUBSTITUTIONS	10	BOTTLE	9.60	$ 96.00	10.75	$ 107.50	9.22	$ 92.20
28-20-06-43	BLOOD GLUCOSE METER TEST STRIPS FOR ASSURE PRISM MULTI - NO SUBSTITUTIONS	150	BX	9.08	$ 1,362.00	11.50	$ 1,725.00	9.79	$ 1,468.50
28-20-06-44	AUTOMATICE LANCET (HAEMOLANCE™ OR SENSILANCE™)	750	BX	11.75	$ 8,812.50	8.35	$ 6,262.50	8.65	$ 6,487.50
28-20-06-45	Veni-Gard® CONMED, ADULT - NO SUBSTITUTIONS	5250	EA	0.48	$ 2,520.00	0.35	$ 1,837.50	0.33	$ 1,749.83
28-20-06-46	Veni-Gard® CONMED, PEDIATRIC - NO SUBSTITUTIONS	1200	EA	0.33	$ 396.00	0.34	$ 408.00	0.30	$ 360.00
28-20-06-47	DISPOSABLE PREP RAZOR (DYNAREX GALLANT OR CITY APPROVED EQUAL)	250	EA	0.34	$ 85.00	0.34	$ 85.00	0.31	$ 76.50
TOTAL MEDICAL SUPPLIES CATEGORY 6					**$ 65,171.92**		**$ 79,891.69**		**$ 84,135.96**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 7 - PATIENT HANDLING SUPPLIES									
28-20-07-01	LONG PLASTIC BACKBOARD WITH PINS, RED (450 LB MINIMUM WEIGHT LOAD)	50	EA	89.50	$ 4,475.00	130.00	$ 6,500.00	120.00	$ 6,000.00
28-20-07-02	IMPRINTING OF RICHARDSON FIRE DEPARTMENT ON BACKBOARDS (ALL INCLUSIVE PRICING)	50	EA	22.00	$ 1,100.00	20.00	$ 1,000.00	19.50	$ 975.00
28-20-07-03	ULTRA SHORT BOARD, NO PINS, BLUE, DS	2	EA	279.50	$ 559.00	55.00	$ 110.00	48.60	$ 97.20
28-20-07-04	ULTRA SHORT BOARD, NO PINS, YELLOW	5	EA	272.50	$ 1,362.50	55.00	$ 275.00	48.60	$ 243.00
28-20-07-05	ULTRA SPACESAVER FOLDING BACKBOARD WITH PINS, YELLOW	5	EA	285.50	$ 1,427.50	275.00	$ 1,375.00	295.56	$ 1,477.80
28-20-07-06	REUSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, METAL PUSH BUTTON RELEASE WITH LOOP LOCK, 5 FT	24	EA	7.65	$ 183.60	7.35	$ 176.40	6.00	$ 144.00
28-20-07-07	DISPOSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, LOOP LOCK, 5 FT, ORANGE	24	EA	1.72	$ 41.28	7.35	$ 176.40	6.00	$ 144.00
28-20-07-08	REUSABLE RESTRAINT STRAP, TWO-PIECE, METAL PUSH BUTTON BUCKLE WITH SWIVEL QUICK CLIP, 5 FT, MAROON	24	EA	10.25	$ 246.00	7.35	$ 176.40	8.27	$ 198.48
28-20-07-09	EP&R SPIDER POLYPROPYLENE RESTRAINT STRAP, RED/BLACK	12	EA	65.50	$ 786.00	62.00	$ 744.00	33.83	$ 405.96
28-20-07-10	QUICK RELEASES FOAM LIMB HOLDERS (Posey® # 2532)	200	EA	6.44	$ 1,288.00	6.10	$ 1,220.00	6.67	$ 1,334.00
28-20-07-11	ADJUSTABLE CERVICAL COLLAR, ADULT (AMBU PERFIT ACE) - NO SUBSTITUTIONS	1300	EA	3.90	$ 5,070.00	4.46	$ 5,798.00	5.03	$ 6,539.00
28-20-07-12	ADJUSTABLE CERVICAL COLLAR, PEDIATRIC (AMBU PERFIT ACE) - NO SUBSTITUTIONS	400	EA	3.90	$ 1,560.00	4.46	$ 1,784.00	5.03	$ 2,012.00
28-20-07-13	CERVICAL IMMOBILZATION DEVICE	900	EA	3.18	$ 2,862.00	3.20	$ 2,880.00	3.62	$ 3,258.00
28-20-07-14	DISPOSABLE PILLOW, 17" x 23"	20	EA	2.02	$ 40.40	1.90	$ 38.00	3.28	$ 65.60
28-20-07-15	STAPH-CHECK REUSABLE PILLOW, 17" x 20"	20	EA	3.95	$ 79.00	5.21	$ 104.20	NO BID	
28-20-07-16	DISPOSABLE PILLOWCASE, TISSUE POLY, WHITE, 21" x 30"	400	EA	0.17	$ 68.00	0.33	$ 132.00	0.19	$ 74.00
28-20-07-17	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FITTED COT SHEET, 30" x 24"	150	EA	0.71	$ 106.50	0.78	$ 117.00	0.86	$ 128.25
28-20-07-18	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FLAT COT SHEET, 40" x 84"	250	EA	0.69	$ 172.50	2.40	$ 600.00	2.29	$ 572.50
28-20-07-19	GRAHAM MEDIAL MEGA MOVER #51926 - NO SUBSTITUTIONS	100	EA	17.90	$ 1,790.00	15.24	$ 1,524.00	17.15	$ 1,715.00
28-20-07-20	MED TECH VSB 6'	2	EA	822.50	$ 1,645.00	775.00	$ 1,550.00	755.90	$ 1,511.80
TOTAL MEDICAL SUPPLIES CATEGORY 7					**$ 24,862.28**		**$ 26,280.40**		**$ 26,895.59**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 8 - WOUND CARE SUPPLIES									
28-20-08-01	SOF TACTICAL TOURNIQUET, BLACK (#SOFTT-NH) - NO SUBSTITUTIONS	25	EA	23.35	$ 583.75	25.00	$ 625.00	28.17	$ 704.25
28-20-08-02	CAT TOURNIQUET, ORANGE (TRAINER) - NO SUBSTITUTIONS	20	EA	24.25	$ 485.00	21.39	$ 427.80	21.29	$ 425.80
28-20-08-03	CAT TOURNIQUET, BLACK - NO SUBSTITUTIONS	50	EA	24.25	$ 1,212.50	22.51	$ 1,125.50	21.29	$ 1,064.50
28-20-08-04	CHEST SEAL (ASHERMAN 8491)	300	EA	6.88	$ 2,064.00	8.83	$ 2,649.00	9.56	$ 2,868.00
28-20-08-05	NON-STERILE TRIANGULAR BANDAGE, 36" x 36" x 51"	700	EA	0.24	$ 168.00	0.31	$ 217.00	0.19	$ 133.00
28-20-08-06	Kendall's Kerlix® NON-STERILE BANDAGE ROLL, 4" (OR CITY APPROVED EQUAL)	1500	EA	0.39	$ 585.00	1.29	$ 1,935.00	0.11	$ 157.50
28-20-08-07	DUKAL SELF ADHERING ELASTIC COMPRESSION BANDAGE, 4" (OR CITY APPROVED EQUAL)	350	EA	0.83	$ 290.50	1.53	$ 535.50	0.84	$ 294.00
28-20-08-08	BENZION TINCTURE STERI-STRIP, .66ml/vl	120	EA	0.69	$ 82.80	1.87	$ 224.40	0.70	$ 84.00
28-20-08-09	Curaplex® Fabric Adhesive Bandage (X-Large), 2in x 4in – Item # 1122-14964	1000	EA	0.03	$ 30.00	0.06	$ 60.00	0.05	$ 45.00
28-20-08-10	Curaplex Fabric Adhesive Bandage (Knuckle), 3in x 1 1/2in – Item # 1122-14966	1000	EA	0.02	$ 20.00	0.05	$ 50.00	0.02	$ 20.60
28-20-08-11	Curaplex Fabric Adhesive Bandage (Fingertip), 1 3/4in x 2in – Item # 1122-14962	1000	EA	0.02	$ 20.00	0.05	$ 45.00	0.03	$ 34.40
28-20-08-12	Curaplex Fabric Adhesive Bandage, 1in x 3in – Item # 1122-14960	1000	EA	0.02	$ 20.00	0.03	$ 30.00	0.01	$ 12.70
28-20-08-13	Looney Tunes Character Adhesive Bandage, 3/4in x 3in, Bugs Bunny and Daffy Duck - item: # 18721 or #18723	1000	EA	0.04	$ 40.00	0.05	$ 50.00	0.05	$ 45.00
28-20-08-14	SHEER STRIP BANDAGE, 3/4" x 3" (J & J Band Aid® or Kendall Curity®) - NO SUBSTITUTIONS	250	EA	0.01	$ 2.50	0.06	$ 13.75	0.02	$ 5.25
28-20-08-15	FLEXIBLE FABRIC ADHESIVE BANDAGE, 1" x 3" (J & J Band Aid® or Kendall Curity®) - NO SUBSTITUTIONS	3500	EA	0.01	$ 35.00	0.03	$ 105.00	0.03	$ 106.40
28-20-08-16	NON-STERILE GAUZE, ROLLED, 4"	1200	EA	0.33	$ 396.00	0.27	$ 324.00	0.11	$ 126.00
28-20-08-17	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 4"	200	EA	0.49	$ 98.00	0.62	$ 124.00	0.50	$ 100.00
28-20-08-18	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 6"	200	EA	0.77	$ 154.00	1.08	$ 216.00	0.80	$ 160.00
28-20-08-19	Celox™ Z-FOLD GAUZE, 3" x 5'	100	EA	31.50	$ 3,150.00	31.35	$ 3,135.00	34.52	$ 3,452.00
28-20-08-20	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 4" x 4"	8000	EA	0.05	$ 400.00	0.06	$ 480.00	0.09	$ 736.00
28-20-08-21	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 5" x 9"	400	EA	0.09	$ 36.00	0.09	$ 36.00	0.06	$ 24.00
28-20-08-22	STERILE GAUZE ABDOMNIAL PAD DRESSING, INDIVIDUALLY PACKED, 8" x 10"	248	EA	0.16	$ 39.68	0.18	$ 44.64	0.10	$ 23.56
28-20-08-23	Vasoline® GAUZE PAD, 3" x 9"	300	EA	0.70	$ 210.00	0.74	$ 222.00	0.60	$ 180.00
28-20-08-24	MULTI-TRAUMA DRESSING, 12" x 30"	100	EA	0.88	$ 88.00	0.78	$ 78.00	0.71	$ 71.00
28-20-08-25	STERILE OVAL EYE PAD, 2-1/8" x 2-5/8"	500	EA	0.10	$ 50.00	0.13	$ 65.00	0.07	$ 35.50
28-20-08-26	Curasilk® HYPO-ALLERGENIC TAPE, 1" (OR CITY APPROVED EQUAL)	288	EA	0.63	$ 181.44	1.07	$ 308.16	0.67	$ 192.96
28-20-08-27	Curasilk® HYPO-ALLERGENIC TAPE, 3" (OR CITY APPROVED EQUAL)	96	EA	1.98	$ 190.08	4.00	$ 384.00	2.01	$ 192.96
28-20-08-28	Curity® HYPO-ALLERGENIC TAPE, CLEAR, 1" (OR CITY APPROVED EQUAL)	288	EA	0.29	$ 83.52	1.27	$ 365.76	0.55	$ 158.40

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-08-29	Curity® HYPO-ALLERGENIC TAPE, CLEAR, 3" (OR CITY APPROVED EQUAL)	96	EA	0.88	$ 84.48	4.00	$ 384.00	1.65	$ 158.40
28-20-08-30	3M™ DERMICEL SILK TAPE, 1" x 10 yds	12	EA	0.64	$ 7.68	1.07	$ 12.84	0.74	$ 8.88
28-20-08-31	3M™ DERMICEL SILK TAPE, 2" x 10 yds	12	EA	1.28	$ 15.36	2.14	$ 25.68	1.48	$ 17.76
28-20-08-32	3M™ DERMICEL CLOTH TAPE, 1/2" x 10 yds	12	EA	0.32	$ 3.84	0.55	$ 6.60	0.37	$ 4.44
28-20-08-33	3M™ TRANSPORE, TAPE, 1" x 10 yds	144	EA	0.29	$ 41.76	1.27	$ 182.88	1.00	$ 144.00
28-20-08-34	HYDROGEN PEROXIDE, 16 oz BOTTLE	112	BOTTLE	0.92	$ 103.04	0.60	$ 67.20	0.41	$ 45.92
28-20-08-35	TRIPLE ANTIBOTIC OINTMENT, 1 GRAM PACKET	1440	EA	0.16	$ 230.40	0.08	$ 115.20	0.06	$ 79.20
28-20-08-36	STERILE WATER IRRIGATION SOLUTION, 250ml	150	BOTTLE	2.75	$ 412.50	3.08	$ 462.00	1.42	$ 213.00
28-20-08-37	STERILE WATER IRRIGATION SOLUTION, 500 ml (BRAUN)	200	EA	1.78	$ 356.00	2.06	$ 412.00	1.73	$ 346.00
28-20-08-38	STERILE, NON-WOVEN BURN SHEET, 60" x 96"	200	EA	1.89	$ 378.00	2.03	$ 406.00	1.15	$ 230.00
28-20-08-39	3M™ COBAN SELF ADHERENT WRAP, 4" x 5 yds (OR CITY APPROVED EQUAL)	350	EA	0.84	$ 294.00	0.60	$ 210.00	1.14	$ 399.00
28-20-08-40	SAM® SPLINT, 36" ROLL (OR CITY APPROVED EQUAL)	100	EA	4.55	$ 455.00	5.50	$ 550.00	3.00	$ 300.00
28-20-08-41	DISPOSABLE VACUUM SPLINT, WRIST/ANKLE (MD1 #562011) - NO SUBSTITUTIONS	20	EA	19.80	$ 396.00	17.70	$ 354.00	17.00	$ 340.00
28-20-08-42	DISPOSABLE VACUUM SPLINT, ARM (MDI #562015) - NO SUBSTITUTIONS	20	EA	21.50	$ 430.00	19.30	$ 386.00	19.95	$ 399.00
28-20-08-43	DISPOSABLE VACUUM SPLINT, LEG (MDI #562025) - NO SUBSTITUTIONS	20	EA	33.50	$ 670.00	31.00	$ 620.00	28.27	$ 565.40
28-20-08-44	DISPOSABLE VACUUM SPLINT, SET (MDI #567701) - NO SUBSTITUTIONS	5	EA	147.50	$ 737.50	148.41	$ 742.05	152.47	$ 762.35
28-20-08-45	PADDED BOARD SPLINT, 2" x 6"	6	EA	1.48	$ 8.88	0.91	$ 5.46	0.69	$ 4.11
28-20-08-46	PADDED BOARD SPLINT, 3" x 9"	12	EA	0.89	$ 10.68	0.55	$ 6.60	0.63	$ 7.56
28-20-08-47	PADDED BOARD SPLINT, 3" x 18"	12	EA	0.87	$ 10.44	4.34	$ 52.08	0.72	$ 8.64
28-20-08-48	PADDED BOARD SPLINT, KIT	2	EA	24.50	$ 49.00	19.00	$ 38.00	26.05	$ 52.10
28-20-08-49	QUIKCLOT COMBAT HEMOSTATIC GAUZE, 3" x 4yd Strip, Z-FOLD	20	EA	35.19	$ 703.80	31.35	$ 627.00	34.52	$ 690.40
28-20-08-50	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaoli	20	EA	14.50	$ 290.00	14.62	$ 292.40	16.09	$ 321.80
28-20-08-51	Curaplex Stop the Bleed Basic Multi Pack	5	EA	174.10	$ 870.50	39.00	$ 195.00	46.30	$ 231.50
28-20-08-52	SAM PELVIC SLING II - SMALL, MED, LG	30	EA	59.99	$ 1,799.70	52.92	$ 1,587.60	57.16	$ 1,714.80
28-20-08-53	Tourniquet, SAM Junctional, incl 2 Target Compression Devices, Hand Pump, Aux Strap, Extender, IFU	5	EA	287.15	$ 1,435.75	247.32	$ 1,236.60	267.25	$ 1,336.25
TOTAL MEDICAL SUPPLIES CATEGORY 8					**$ 20,510.08**		**$ 22,852.70**		**$ 19,833.29**
MEDICAL SUPPLIES CATEGORY 9 - OVER THE COUNTER MEDICATION									
28-20-09-01	ACETAMINOPHEN, 500 MG TABLET, 2 TABLETS PER PACKET	250	EA	0.09	$ 22.50	0.16	$ 40.00	0.048	$ 12.00
28-20-09-02	PSEDUOVAL, 30 MG TABLET, 2 TABLETS PER PACKET	100	EA	0.10	$ 10.00	1.50	$ 150.00	NO BID	
28-20-09-03	IBUPROFEN, 30 MG TABLET, 2 TABLETS PER PACKET	500	EA	0.09	$ 45.00	0.20	$ 100.00	NO BID	
28-20-09-04	BISMUTH, 262 MG TABLET, 2 TABLETS PER PACKET	100	EA	0.15	$ 15.00	0.40	$ 40.00	0.150	$ 15.00
28-20-09-05	ASPIRIN, 325 MG TABLET, 2 TABLETS PER PACKET	500	EA	0.04	$ 20.00	0.05	$ 26.40	0.033	$ 16.50
28-20-09-06	TYLENOL® EXTRA STRENGTH CAPLETS, 500 MG CAPLET, 2 CAPLETS PER PACKET	250	EA	0.09	$ 22.50	0.02	$ 4.00	0.250	$ 62.50
28-20-09-07	PHENLEPHRINE, 5 MG TABLET, 2 TABLETS PER PACKET	250	EA	0.07	$ 17.50	0.50	$ 125.00	0.098	$ 24.50
TOTAL MEDICAL SUPPLIES CATEGORY 9					**$ 152.50**		**$ 485.40**		**$ 130.50**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL		LIFE-ASSIST, INC.		HENRY SCHEIN INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PHARMACEUTICALS - GROUP I									
28-20-10-01	8.4% SODIUM BICARBONATE, INJECTION 50mEq	19	BOX	104.70	$ 1,989.30	105.80	$ 2,010.20	131.03	$ 2,489.57
28-20-10-02	0.9% SODIUM CHLORIDE, IV BAG, 1000 ml	250	CASE	55.30	$ 13,825.00	60.00	$ 15,000.00	36.40	$ 9,100.00
28-20-10-03	0.9% SODIUM CHLORIDE, IV BAG, 500 ml	100	CASE	80.40	$ 8,040.00	65.00	$ 6,500.00	62.40	$ 6,240.00
28-20-10-04	0.9% SODIUM CHLORIDE, IV BAG, 250 ml	5	CASE	113.76	$ 568.80	122.00	$ 610.00	93.60	$ 468.00
28-20-10-05	0.9% SODIUM CHLORIDE FLUSH SYRINGE, 10 ml in 12ml LUER LOCK SYRINGE	48	BOX	30.00	$ 1,440.00	38.50	$ 1,848.00	27.65	$ 1,327.20
28-20-10-06	CHEWABLE ASPIRIN, 81 mg, 36 COUNT	120	BOTTLE	0.70	$ 84.00	0.73	$ 87.60	0.75	$ 90.00
28-20-10-07	PRE-FILLED ADENOSINE INJECTION, 12mg /4ml	10	BOX	258.50	$ 2,585.00	254.30	$ 2,543.00	346.67	$ 3,466.70
28-20-10-08	ALBUTEROL SULFATE, 2.5 mg/3ml	30	BOX	2.98	$ 89.40	5.00	$ 150.00	3.20	$ 96.00
28-20-10-09	AMIODARONE HYDROCHLORIDE INJECTION, 150mg/3ml VIAL	16	PACK	11.85	$ 189.60	20.25	$ 324.00	35.00	$ 560.00
28-20-10-10	ATROPINE SULFATE INJECTION, 1mg/10ml LUER LOCK PRE-FILLED SYRINGE	40	PACK	117.50	$ 4,700.00	98.50	$ 3,940.00	76.01	$ 3,040.40
28-20-10-11	CALCIUM CHLORIDE, 1 GRAM PRE-FILLED SYRINGE	17	PACK	108.50	$ 1,844.50	120.00	$ 2,040.00	93.42	$ 1,588.14
28-20-10-12	25% DEXTROSE, 2.5 grams/10ml LUER LOCK PRE-FILLED SYRINGE	10	PACK	97.80	$ 978.00	101.46	$ 1,014.60	125.70	$ 1,257.00
28-20-10-13	50% DEXTROSE, 25 grams/50 ml LUER LOCK PRE-FILLED SYRINGE	52	PACK	105.50	$ 5,486.00	164.50	$ 8,554.00	141.02	$ 7,333.04
28-20-10-14	DIPHENHYDRAMIN, 50mg/ml vial	10	PACK	29.90	$ 299.00	27.11	$ 271.10	37.80	$ 378.00
28-20-10-15	EPINEPHRINE, 1:1,000, 1mg/1ml AMPULE	12	PACK	129.48	$ 1,553.76	120.75	$ 1,449.00	168.10	$ 2,017.20
28-20-10-16	EPINEPHRINE, 1:1,000, 1mg/1ml, 1 ml VIAL	6	PACK	459.50	$ 2,757.00	414.17	$ 2,485.02	498.67	$ 2,992.02
28-20-10-17	EPINEPHRINE, 1:10,000 (.01mg/ml), 10 ml LUER LOCK PRE-FILLED SYRINGE	70	PACK	53.90	$ 3,773.00	63.00	$ 4,410.00	101.46	$ 7,102.20
28-20-10-18	INSTA-GLUCOSE, 31 gm	40	PACK	3.30	$ 132.00	14.40	$ 576.00	17.16	$ 686.40
28-20-10-19	Transcend Glucose Gel, Strawberry Flavor, 15g (OR CITY APPROVED EQUAL)	70	PACK	1.15	$ 80.50	3.36	$ 235.20	3.77	$ 263.90
28-20-10-20	IPRATROPIUM BROMIDE, .02%, 2.5ml UNIT DOSE VIAL	32	BOX	5.30	$ 169.60	5.94	$ 190.08	6.97	$ 223.04
28-20-10-21	LIDOCAINE INJECTION, 2%, 100mg (20mg/ml), 5ml PRE-FILLED LUERJET SYRINGE	30	PACK	31.90	$ 957.00	55.80	$ 1,674.00	41.17	$ 1,235.10
28-20-10-22	LIDOCAINE HCI, 2%, 5mL, 20mg/ml TUBE	20	PACK	149.00	$ 2,980.00	79.10	$ 1,582.00	124.60	$ 2,492.00
28-20-10-23	Ansyr® MAGNESIUM SULFATE SYRINGE, 50%, 5 gm/10ml	12	PACK	214.90	$ 2,578.80	22.00	$ 264.00	248.68	$ 2,984.16
28-20-10-24	METHYLPREDNISOLONE SODIUM SUCCINATE, 125mg VIAL tablets	10	BOX	295.00	$ 2,950.00	1095.00	$ 10,950.00	18.58	$ 185.80
28-20-10-25	ENGERIX-B, 20mcg/1ml SDV	5	BOX	695.00	$ 3,475.00	730.00	$ 3,650.00	824.80	$ 4,124.00
28-20-10-26	NALOXONE HYDRACHLORIDE INJECTION, 2mg/ml IN 2ml LUER LOCK PRE-FILLED SYRINGE	35	PACK	335.00	$ 11,725.00	350.00	$ 12,250.00	382.00	$ 13,370.00
28-20-10-27	DILTIAZEM, STERILE POWDER ADVANTAGE VIAL, 100mg	7	PACK	145.00	$ 1,015.00	165.00	$ 1,155.00	165.97	$ 1,161.79
28-20-10-28	NITROGLYCERIN SPRAY, 4mg, 90 DOSE	145	EA	136.85	$ 19,843.25	146.45	$ 21,235.25	236.80	$ 34,336.00
28-20-10-29	NITROGLYCERIN TABLET, .4mg, 25 TABLETS PER BOTTLE	40	BOTTLE	8.58	$ 343.20	69.00	$ 2,760.00	11.00	$ 440.00
28-20-10-30	ONDANSETRON INJECTION, 2mg/2ml, 4mg in 2ml VIAL	16	PACK	19.60	$ 313.60	20.82	$ 333.12	9.74	$ 155.84
28-20-10-31	ONDANSETRON, 4mg ORALLY DISENTEGRATING TABLETS	155	BOX	4.55	$ 705.25	6.58	$ 1,019.90	4.32	$ 669.60
28-20-10-32	CYANOKIT, 5gm HYDROXOCOBALAMIN KIT (CONTAINS ONE IV AMIN SET AND ONE TRANSFER SPIKE)	20	EA	975.12	$ 19,502.40	913.96	$ 18,279.20	1,138.89	$ 22,777.80
28-20-10-33	ROCURONIUM BROMIDE 10 mg/ml 10ML VIAL	3	BOX	66.50	$ 199.50	55.00	$ 165.00	81.64	$ 244.92
28-20-10-34	VECURONIUM BROMIDE 10mg/10ml VIAL (POWDER)	3	BOX	88.47	$ 265.41	106.00	$ 318.00	58.65	$ 175.95
28-20-10-35	TRANEXAMIC ACID, 100mg/ml, 10ml VIAL	3	BOX	66.35	$ 199.05	71.50	$ 214.50	73.33	$ 219.99
28-20-10-36	ADENOSINE, 6mg, 2ml SDV	8	BOX	21.50	$ 172.00	130.25	$ 1,042.00	90.82	$ 726.56
28-20-10-37	10% DEXTROSE INJECTION 250ml IV Bag	4	CASE	92.90	$ 371.60	69.00	$ 276.00	62.40	$ 249.60
TOTAL PHARMACEUTICALS - GROUP I					**$ 118,180.52**		**$ 131,405.77**		**$ 136,267.92**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BOUND TREE MEDICAL UNIT PRICE	BOUND TREE MEDICAL AMOUNT	LIFE-ASSIST, INC. UNIT PRICE	LIFE-ASSIST, INC. AMOUNT	HENRY SCHEIN INC. UNIT PRICE	HENRY SCHEIN INC. AMOUNT
PHARMACEUTICALS - GROUP II									
28-20-11-01	FENTANYL CITRATE, .05mg/ml, 2ml VIAL	8	BOX	31.66	$ 253.28	89.38	$ 715.04	61.80	$ 494.40
28-20-11-02	MIDAZOLAM INJECTION, 1mg/ml, 5mL VIAL	30	BOX	12.15	$ 364.50	30.00	$ 900.00	19.16	$ 574.80
28-20-11-03	MORPHINE SULFATE INJECTION, 10mg/ml VIAL	4	BOX	39.50	$ 158.00	90.00	$ 360.00	63.32	$ 253.28
28-20-11-04	KETAMINE HYDROCHLORIDE, 500mg/5ml VIAL	8	BOX	87.50	$ 700.00	150.00	$ 1,200.00	126.60	$ 1,012.80
28-20-11-05	KETAMINE HYDROCHLORIDE, 500mg/10ml VIAL	8	BOX	41.25	$ 330.00	63.00	$ 504.00	63.60	$ 508.80
TOTAL PHARMACEUTICALS - GROUP II					**$ 1,805.78**		**$ 3,679.04**		**$ 2,844.08**
MEDICAL SUPPLIES - TOTAL GROSS PRICE					**$ 252,377.34**		**$ 277,364.09**		**$ 274,187.35**
MEDICAL SUPPLIES - LINE ITEMS BID					**334 out of 334**		**334 out of 334**		**329 out of 334**
PHARMACEUTICALS - TOTAL GROSS PRICE					**$ 119,986.30**		**$ 135,084.81**		**$ 139,112.00**
PHARMACEUTICALS - LINE ITEMS BID					**42 out of 42**		**42 out of 42**		**42 out of 42**
COMBINED - TOTAL GROSS PRICE					**$ 372,363.64**		**$ 412,448.90**		**$ 413,299.35**
COMBINED - LINE ITEMS BID					**376 out of 376**		**376 out of 376**		**371 out of 376**

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BID NUMBER: 28-20
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BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 1 - AIRWAY SUPPLIES									
28-20-01-01	BECK AIRWAY-AIRFLOW MONITOR (BAAM), GREAT PLAINS BALLISTICS	60	EA	9.74	$ 584.40	$ 7.22	$ 433.20	11.24	$ 674.40
28-20-01-02	CARBON DIOXIDE DETECTOR, EASY CAP (NELLCOR)	96	EA	15.94	$ 1,530.24	$ 7.18	$ 689.28	10.97	$ 1,053.12
28-20-01-03	CARBON DIOXIDE DETECTOR, PEDIATRIC, PEDI-CAP (NELLCOR)	48	EA	15.98	$ 767.04	$ 7.18	$ 344.64	11.10	$ 532.80
28-20-01-04	MEDICAL EID INTUBATION DETECTION, BULB STYLE, (WOLFE TROY OR CITY APPROVED EQUAL)	20	EA	3.13	$ 62.60	$ 5.23	$ 104.68	2.55	$ 51.00
28-20-01-05	PEDIATRIC NEBULIZING MASK, (NIC THE ASTHMATIC DRAGON OR CITY APPROVED EQUAL)	200	EA	0.58	$ 116.00	$ 0.78	$ 156.00	0.85	$ 170.00
28-20-01-06	NON-REBREATHING MASK, PEDIATRIC	1250	EA	0.68	$ 850.00	$ 0.64	$ 800.00	2.75	$ 3,437.50
28-20-01-07	NEUBLIZER WITH MASK, ADULT	300	EA	0.69	$ 207.00	$ 0.78	$ 234.00	1.14	$ 342.00
28-20-01-08	NEBULIZER WITH BAFFLED TEE ADAPTER, 7' OXYGEN TUBING WITH BLUE RIDGE TIP, MOUTHPIECE AND 6" FLEXTUBE (CARDNIAL HEALTH)	500	EA	0.68	$ 340.00	$ 1.02	$ 510.00	0.76	$ 380.00
28-20-01-09	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, ADULT (AMBU SPUR II ADULT BVM) - NO SUBSTITUTES	216	EA	7.32	$ 1,581.12	$ 9.42	$ 2,034.72	13.69	$ 2,957.04
28-20-01-10	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, CHILD (AMBU SPUR II CHILD BVM) - NO SUBSTITUTES	68	EA	9.15	$ 622.20	$ 13.27	$ 902.36	14.58	$ 991.44
28-20-01-11	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, INFANT (AMBU SPUR II INFANT BVM) - NO SUBSTITUTES	44	EA	8.92	$ 392.48	$ 13.27	$ 583.88	14.59	$ 641.96
28-20-01-12	DISPOSABLE POCKET FACE MASK FOR CPR WITH ONE-WAY VALVE AND AIR FILLED MASK	200	EA	6.29	$ 1,258.00	$ 3.35	$ 670.00	5.57	$ 1,114.00
28-20-01-13	MICRO'S POCKET BVM™	30	EA	62.01	$ 1,860.30	$ 37.68	$ 1,130.40	40.25	$ 1,207.50
28-20-01-14	DISPOSABLE OXYGEN MASK, NON-REBREATHING WITH SAFETY VENT, ADULT	3700	EA	0.60	$ 2,220.00	$ 0.63	$ 2,331.00	0.81	$ 2,997.00
28-20-01-15	NASAL CANNULA CLEAR, ADULT	1300	EA	0.26	$ 338.00	$ 0.23	$ 299.00	0.55	$ 715.00
28-20-01-16	NASAL CANNUAL, PEDIATRIC	200	EA	0.69	$ 138.00	$ 0.34	$ 68.00	1.51	$ 302.00
28-20-01-17	OXYGEN FLOWMETER, OHIO	5	EA	42.06	$ 210.30	$ 28.74	$ 143.70	102.35	$ 511.75
28-20-01-18	FLOWMETER DIAL, 0-25 LPM	2	EA	55.73	$ 111.46	$ 47.52	$ 95.04	NO BID	
28-20-01-19	FLOWMETER OHMEDA QC CHROME PLATED, 0-15 LPM	2	EA	44.68	$ 89.36	$ 21.83	$ 43.66	34.50	$ 69.00
28-20-01-20	ADAPTER OHMEDA TO 1/8" MALE NATIONAL PIPE THREAD	2	EA	16.50	$ 33.00	$ 12.36	$ 24.72	55.20	$ 110.40
28-20-01-21	OHIO MALE X DISS MALE	2	EA	45.14	$ 90.28	$ 14.89	$ 29.78	NO BID	
28-20-01-22	BARBED FITTING PLASTIC	50	EA	0.26	$ 13.00	$ 0.34	$ 17.00	NO BID	
28-20-01-23	REGULATOR 2 DISS, 1 BARB, 0-25 LPM	6	EA	31.32	$ 187.92	$ 26.38	$ 158.28	NO BID	
28-20-01-24	REGULATOR, OXYGEN, CONSTANT FLOW, 1 BARB, 1 DISS OUTLET	10	EA	70.61	$ 706.10	$ 26.38	$ 263.80	NO BID	
28-20-01-25	REGULATOR, DEMAND VALVE, SINGLE-STAGE PRESENT (WESTERN MEDICAL #M1-540-P OR CITY APPROVED EQUAL)	10	EA	204.33	$ 2,043.30	$ 183.78	$ 1,837.80	NO BID	
28-20-01-26	NASAL AIRWAY KIT, RUSCH ULTRA ROBERTAZZI WITH LUBRICANT, SIZES 22 FR - 32 FR	48	EA	69.98	$ 3,359.04	$ 14.78	$ 709.44	4.25	$ 204.00
28-20-01-27	NASOPHARYNGEAL AIRWAY, 20 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-28	NASOPHARYNGEAL AIRWAY, 22 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-29	NASOPHARYNGEAL AIRWAY, 24 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20

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BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-30	NASOPHARYNGEAL AIRWAY, 26 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-31	NASOPHARYNGEAL AIRWAY, 28 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-32	NASOPHARYNGEAL AIRWAY, 30 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-33	NASOPHARYNGEAL AIRWAY, 32 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-34	NASOPHARYNGEAL AIRWAY, 34 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.02	$ 80.80	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-35	NASOPHARYNGEAL AIRWAY, 36 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	2.05	$ 82.00	$ 1.59	$ 63.60	1.93	$ 77.20
28-20-01-36	ENDOTRACHEAL TUBE, 2.0 UNCUFFED	20	EA	NO BID		$ 1.05	$ 21.00	0.87	$ 17.40
28-20-01-37	ENDOTRACHEAL TUBE, 2.5 UNCUFFED	20	EA	NO BID		$ 1.38	$ 27.60	0.87	$ 17.40
28-20-01-38	ENDOTRACHEAL TUBE, 3.0 UNCUFFED	20	EA	1.13	$ 22.60	$ 0.88	$ 17.60	0.87	$ 17.40
28-20-01-39	ENDOTRACHEAL TUBE, 3.5 UNCUFFED	20	EA	1.13	$ 22.60	$ 0.88	$ 17.60	0.87	$ 17.40
28-20-01-40	ENDOTRACHEAL TUBE, 4.0 UNCUFFED	20	EA	1.13	$ 22.60	$ 0.88	$ 17.60	0.87	$ 17.40
28-20-01-41	ENDOTRACHEAL TUBE, 4.5 UNCUFFED	20	EA	1.13	$ 22.60	$ 0.88	$ 17.60	0.87	$ 17.40
28-20-01-42	ENDOTRACHEAL TUBE, 5.0 CUFFED	20	EA	1.13	$ 22.60	$ 0.88	$ 17.60	1.08	$ 21.60
28-20-01-43	ENDOTRACHEAL TUBE, 5.5 CUFFED	30	EA	1.13	$ 33.90	$ 0.88	$ 26.40	1.08	$ 32.40
28-20-01-44	ENDOTRACHEAL TUBE, 6.0 CUFFED	30	EA	1.13	$ 33.90	$ 0.88	$ 26.40	1.08	$ 32.40
28-20-01-45	ENDOTRACHEAL TUBE, 6.5 CUFFED	50	EA	1.13	$ 56.50	$ 0.88	$ 44.00	1.08	$ 54.00
28-20-01-46	ENDOTRACHEAL TUBE, 7.0 CUFFED	50	EA	1.13	$ 56.50	$ 0.88	$ 44.00	1.08	$ 54.00
28-20-01-47	ENDOTRACHEAL TUBE, 7.5 CUFFED	75	EA	1.13	$ 84.75	$ 0.88	$ 66.00	1.08	$ 81.00
28-20-01-48	ENDOTRACHEAL TUBE, 8.0 CUFFED	75	EA	1.13	$ 84.75	$ 0.88	$ 66.00	1.08	$ 81.00
28-20-01-49	ENDOTRACHEAL TUBE, 8.5 CUFFED	75	EA	1.13	$ 84.75	$ 0.88	$ 66.00	1.08	$ 81.00
28-20-01-50	ENDOTRACHEAL TUBE, 9.0 CUFFED	30	EA	1.13	$ 33.90	$ 0.88	$ 26.40	1.08	$ 32.40
28-20-01-51	ENDOTRACHEAL TUBE, 9.5 CUFFED	30	EA	1.13	$ 33.90	$ 1.46	$ 43.80	1.08	$ 32.40
28-20-01-52	ENDOTRACHEAL TUBE HOLDER, ADULT (THOMAS OR CITY APPROVED EQUAL)	300	EA	3.09	$ 927.00	$ 3.06	$ 918.00	3.16	$ 948.00
28-20-01-53	ENDOTRACHEAL TUBE HOLDER, PEDIATRIC (THOMAS OR CITY APPROVED EQUAL)	150	EA	3.09	$ 463.50	$ 3.56	$ 534.00	3.16	$ 474.00
28-20-01-54	HUDSON RCI AIRWAY, INFANT SIZE (5.5), 55MM CATH-GUIDE	48	EA	1.09	$ 52.32	$ 0.99	$ 47.52	1.09	$ 52.32
28-20-01-55	HUDSON RCI AIRWAY, SMALL CHILD SIZE (6), 60MM CATH-GUIDE	48	EA	1.09	$ 52.32	$ 0.99	$ 47.52	1.09	$ 52.32
28-20-01-56	HUDSON RCI AIRWAY, CHILD SIZE (7), 70MM CATH-GUIDE	48	EA	1.09	$ 52.32	$ 0.99	$ 47.52	1.09	$ 52.32
28-20-01-57	HUDSON RCI AIRWAY, SMALL ADULT SIZE (8), 80MM CATH-GUIDE	48	EA	1.09	$ 52.32	$ 0.97	$ 46.56	1.09	$ 52.32
28-20-01-58	HUDSON RCI AIRWAY, SMALL/MEDIUM ADULT SIZE (9), 90 MM CATH-GUIDE)	48	EA	1.09	$ 52.32	$ 0.97	$ 46.56	1.09	$ 52.32
28-20-01-59	HUDSON RCI AIRWAY, MEDIUM ADULT SIZE (10), 100 MM CATH-GUIDE)	48	EA	1.25	$ 60.00	$ 0.97	$ 46.56	1.15	$ 55.20
28-20-01-60	HUDSON RCI AIRWAY, ORAL ADULT SIZE (11), 110 MM CATH-GUIDE)	48	EA	1.09	$ 52.32	$ 0.97	$ 46.56	1.15	$ 55.20
28-20-01-61	HUDSON RCI AIRWAY, LARGE ADULT SIZE (12), 120 MM CATH-GUIDE)	48	EA	1.09	$ 52.32	$ 0.97	$ 46.56	1.09	$ 52.32
28-20-01-62	HUDSON RCI AIRWAY, LIFESAVE AIRWAY KIT, #1173	4	EA	32.43	$ 129.72	$ 22.10	$ 88.40	32.97	$ 131.88
28-20-01-63	HUMIDIFIER, PREFILLED (HUDSON RCI)	36	EA	2.72	$ 97.92	$ 5.69	$ 204.84	2.52	$ 90.72
28-20-01-64	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	125	EA	5.02	$ 627.50	$ 0.99	$ 123.75	6.21	$ 776.25
28-20-01-65	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	49	EA	5.02	$ 245.98	$ 0.99	$ 48.51	6.21	$ 304.29
28-20-01-66	INTUBATING STYLETTE, INFANT, 6 FR, RUSCH FLEXI-SLIP	49	EA	NO BID		$ 0.99	$ 48.51	NO BID	

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-67	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 1, PINK	50	EA	3.91	$ 195.50	$ 3.89	$ 194.50	NO BID	
28-20-01-68	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 2, YELLOW	50	EA	3.91	$ 195.50	$ 3.89	$ 194.50	NO BID	
28-20-01-69	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 3, ORANGE	20	EA	3.91	$ 78.20	$ 3.89	$ 77.80	NO BID	
28-20-01-70	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 4, LIME	20	EA	3.91	$ 78.20	$ 3.89	$ 77.80	NO BID	
28-20-01-71	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 0, WHITE	20	EA	3.91	$ 78.20	$ 3.89	$ 77.80	NO BID	
28-20-01-72	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 1, PINK	20	EA	3.91	$ 78.20	$ 3.89	$ 77.80	NO BID	
28-20-01-73	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 2, YELLOW	20	EA	3.91	$ 78.20	$ 3.89	$ 77.80	NO BID	
28-20-01-74	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 3, ORANGE	20	EA	3.91	$ 78.20	$ 3.89	$ 77.80	NO BID	
28-20-01-75	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 4, LIME	50	EA	3.91	$ 195.50	$ 3.89	$ 194.50	NO BID	
28-20-01-76	STANDARD LARYNGOSCOPE HANDLE, MEDIUM (MEDSOURCE MS-46000 OR CITY APPROVED EQUAL)	16	EA	45.53	$ 728.48	$ 8.62	$ 137.92	NO BID	
28-20-01-77	i-gel® SUPRAGLOTTIC AIRWAY, SMALL ADULT, SIZE 3	30	EA	15.84	$ 475.20	$ 19.00	$ 570.00	NO BID	
28-20-01-78	i-gel® SUPRAGLOTTIC AIRWAY, MEDIUM ADULT, SIZE 4	50	EA	15.84	$ 792.00	$ 19.00	$ 950.00	NO BID	
28-20-01-79	i-gel® SUPRAGLOTTIC AIRWAY, LARGE ADULT, SIZE 5	50	EA	15.84	$ 792.00	$ 19.00	$ 950.00	NO BID	
28-20-01-80	Hi-Flow™ SUCTION CANISTER WITH AEROSTAT FILTER, 1200 cc	100	EA	3.50	$ 350.00	$ 2.66	$ 266.00	NO BID	
28-20-01-81	Hi-Flow™ SUCTION CANISTER WITH AEROSTATE FILTER AND FLOAT VALVE SHUTOFF, 800cc	75	EA	2.56	$ 192.00	$ 2.33	$ 174.75	NO BID	
28-20-01-82	SUCTION CATHETER, 6 FR	120	EA	0.23	$ 27.60	$ 0.19	$ 22.80	NO BID	
28-20-01-83	SUCTION CATHETER, 8 FR	20	EA	0.23	$ 4.60	$ 0.19	$ 3.80	NO BID	
28-20-01-84	SUCTION CATHETER, 10 FR	120	EA	0.23	$ 27.60	$ 0.19	$ 22.80	NO BID	
28-20-01-85	SUCTION CATHETER, 12 FR	20	EA	0.23	$ 4.60	$ 0.19	$ 3.80	NO BID	
28-20-01-86	SUCTION CATHETER, 14 FR	120	EA	0.23	$ 27.60	$ 0.19	$ 22.80	NO BID	
28-20-01-87	SUCTION CATHETER, 16 FR	30	EA	0.23	$ 6.90	$ 0.19	$ 5.70	NO BID	
28-20-01-88	SUCTION CATHETER, 18 FR	30	EA	0.23	$ 6.90	$ 0.19	$ 5.70	NO BID	
28-20-01-89	YANKAUER SUCTION TIP WITH CONTROL VENT	144	EA	0.43	$ 61.92	$ 1.67	$ 240.48	NO BID	
28-20-01-90	YANKAUER FLEX SUCTION WITH VENT	100	EA	0.63	$ 63.00	$ 0.39	$ 39.00	NO BID	
28-20-01-91	LAERDAL PORTABLE SUCTION UNIT	2	EA	871.87	$ 1,743.74	$ 877.94	$ 1,755.88	NO BID	
28-20-01-92	V-Vac™ STARTER KIT (LAERDAL)	14	EA	103.99	$ 1,455.86	$ 96.31	$ 1,348.34	NO BID	
28-20-01-93	V-Vac™ REPLACEMENT CARTRIDGE (LAERDAL)	14	EA	30.62	$ 428.68	$ 23.53	$ 329.42	NO BID	
28-20-01-94	V-Vac™ REPLACEMENT ADAPTER TIP (LAERDAL)	24	EA	7.84	$ 188.16	$ 29.18	$ 700.32	NO BID	
28-20-01-95	SSCOR D CELL SUCTION UNIT	2	EA	551.68	$ 1,103.36	$ 1,470.59	$ 2,941.18	NO BID	
28-20-01-96	SUCTION CONNECTING TUBING, 9/32" ID x 6' L (KENDALL OR CITY APPROVED EQUAL)	250	EA	0.87	$ 217.50	$ 0.98	$ 245.00	NO BID	
28-20-01-97	OXYGEN CYLINDER SMALL HAND WHEEL WITH HARD RUBBER CUFF AND TIE DOWN CHAIN	50	EA	10.86	$ 543.00	$ 16.58	$ 829.00	NO BID	
28-20-01-98	MUCOSAL ATOMIZATION DEVICE WITHOUT SYRINGE	350	EA	8.42	$ 2,947.00	$ 4.24	$ 1,484.00	NO BID	
28-20-01-99	O2 MAX BiTrac ED Mask, w/ Neb, w/3-SET Valve ADULT MED AND LG (NO SUBSTITUTIONS)	350	EA	119.68	$ 41,888.00	$ 35.40	$ 12,390.00	NO BID	
28-20-01-100	Mucosal Atomization Device, MAD Nasal/Oral w/3cc Syringe, Latex Free	160	EA	239.72	$ 38,355.20	$ 4.74	$ 758.40	NO BID	
28-20-01-101	ENDOTRACHEAL TUBE MALLEABLE INTRODUCER, PEDIATRIC	40	EA	8.00	$ 320.00	$ 2.76	$ 110.40	NO BID	
28-20-01-102	DISPOSABLE PLASTIC BITE STICK	20	EA	0.60	$ 12.00	$ 0.34	$ 6.80	NO BID	

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-103	STERILE, 6" TONGUE DEPRESSORS	24	EA	0.04	$ 0.96	$ 0.03	$ 0.66	0.05	$ 1.18
28-20-01-104	MAGILL INTUBATING FORCEPS, ADULT	31	EA	10.20	$ 316.20	$ 3.37	$ 104.47	NO BID	
28-20-01-105	MAGILL INTUBATING FORCEPS, CHILD	31	EA	10.82	$ 335.42	$ 3.37	$ 104.47	NO BID	
28-20-01-106	STERILE LUBRICANT, 5 GRAM TUBE	150	EA	0.09	$ 13.50	$ 0.08	$ 12.65	0.10	$ 14.70
TOTAL MEDICAL SUPPLIES CATEGORY 1					**$ 118,457.93**		**$ 45,660.59**		**$ 22,928.65**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 2 - GLOVES									
28-20-02-01	Apex Pro™ EXAM GLOVES, NITRITE, SMALL, 100 PER BOX - NO SUBSTITUTIONS	50	BOX	26.57	$ 1,328.50	13.410	$ 670.50	11.840	$ 592.00
28-20-02-02	Apex Pro™ EXAM GLOVES, NITRITE, MEDIUM, 100 PER BOX - NO SUBSTITUTIONS	100	BOX	25.62	$ 2,562.00	13.410	$ 1,341.00	11.840	$ 1,184.00
28-20-02-03	Apex Pro™ EXAM GLOVES, NITRITE, LARGE, 100 PER BOX - NO SUBSTITUTIONS	1500	BOX	26.32	$ 39,480.00	13.410	$ 20,115.00	11.840	$ 17,760.00
28-20-02-04	Apex Pro™ EXAM GLOVES, NITRITE, X-LARGE, 100 PER BOX - NO SUBSTITUTIONS	2100	BOX	25.62	$ 53,802.00	13.410	$ 28,161.00	11.840	$ 24,864.00
28-20-02-05	Apex Pro™ EXAM GLOVES, NITRITE, XX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	100	BOX	21.03	$ 2,103.00	13.410	$ 1,341.00	11.840	$ 1,184.00
28-20-02-06	Apex Pro™ EXAM GLOVES, NITRITE, XXX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	200	BOX	NO BID		13.410	$ 2,682.00	11.840	$ 2,368.00
28-20-02-07	Microflex SupernoEC™ EXAM GLOVES, NITRITE, SMALL, 50 PER BOX - NO SUBSTITUTIONS	80	BOX	8.53	$ 682.40	6.240	$ 499.20	8.170	$ 653.60
28-20-02-08	Microflex SupernoEC™ EXAM GLOVES, NITRITE, MEDIUM, 50 PER BOX - NO SUBSTITUTIONS	80	BOX	8.53	$ 682.40	6.240	$ 499.20	8.170	$ 653.60
28-20-02-09	Microflex SupernoEC™ EXAM GLOVES, NITRITE, LARGE, 50 PER BOX - NO SUBSTITUTIONS	800	BOX	8.53	$ 6,824.00	6.240	$ 4,992.00	8.170	$ 6,536.00
28-20-02-10	Microflex SupernoEC™ EXAM GLOVES, NITRITE, X-LARGE, 50 PER BOX - NO SUBSTITUTIONS	800	BOX	8.53	$ 6,824.00	6.240	$ 4,992.00	8.170	$ 6,536.00
28-20-02-11	Microflex SupernoEC™ EXAM GLOVES, NITRITE, XX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	50	BOX	9.48	$ 474.00	6.240	$ 312.00	8.170	$ 408.50
28-20-02-12	Microflex SupernoEC™ EXAM GLOVES, NITRITE, XXX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	5	BOX	9.48	$ 47.40	6.240	$ 31.20	8.170	$ 40.85
TOTAL MEDICAL SUPPLIES CATEGORY 2					**$ 114,809.70**		**$ 65,636.10**		**$ 62,780.55**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 3 - INFECTION CONTROL SUPPLIES									
28-20-03-01	SHARPS SHUTTLE CONTAINER	360	EA	1.71	$ 615.60	1.440	$ 518.40	4.420	$ 1,591.20
28-20-03-02	SHARPS DISPOSABLE CONTAINER, 0.6 LITER (SMITHS MEDICAL OR CITY APPROVED EQUAL)	100	EA	1.11	$ 111.00	1.700	$ 170.00	NO BID	
28-20-03-03	SHARPS COLLECTOR, 3.3 QUART, BD™ 305488	48	EA	5.19	$ 249.12	5.400	$ 259.20	4.590	$ 220.32
28-20-03-04	SHARPS DISPOSABLE CONTAINER, 5 QUART (KENDALL DEVON SHARPS-A-GATOR® OR CITY APPROVED EQUAL)	100	EA	2.66	$ 266.00	3.060	$ 306.00	5.860	$ 586.00
28-20-03-05	SHARPS COLLECTOR, 6.9 QUART, BD™ 305489	24	EA	8.26	$ 198.24	8.260	$ 198.24	2.710	$ 65.04
28-20-03-06	ANITBACTERIAL NO RINSE HANDWASH GEL, 4 oz	168	EA	0.99	$ 166.32	1.330	$ 223.44	4.380	$ 735.84
28-20-03-07	ANTIMICROBIAL HANDWIPES, TUB/CANISTER 6" x 7-1/2", APPROX. 135 COUNT (PDI SANI-HANDS™ ALC OR CITY APPROVED EQUAL)	24	CANISTER	5.16	$ 123.84	4.760	$ 114.24	5.560	$ 133.44
28-20-03-08	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, TUB/CANISTER 6" x 6-3/4", APPROX. 160 COUNT (PDI SUPER SANI-CLOTH™ OR CITY APPROVED EQUAL)	80	CANISTER	5.63	$ 450.40	6.010	$ 480.80	6.030	$ 482.40
28-20-03-09	SURFACE DISINFECTANT TOWELETTES, 10" X 12" (Metrex CaviWipes™ XL)	50	CANISTER	5.87	$ 293.50	10.290	$ 514.50	8.510	$ 425.50
28-20-03-10	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, INDIVIDUAL FOIL PACKS, 5" x 8" (PDI SUPER SANI-CLOTH™ OR CITY APPROVED EQUAL)	750	EA	0.26	$ 195.00	21.630	$ 16,222.50	0.161	$ 120.75
28-20-03-11	SURFACE DISINFECTANT, SPRAY BOTTLE, 24 oz. (Metrex Envirocide™ or Cavicide™)	74	BOTTLE	8.94	$ 661.56	9.340	$ 691.16	6.210	$ 459.54
28-20-03-12	SURFACE DISINFECTANT, ONE GALLON CONTAINER (Metrex Cavicide™)	24	EA	23.34	$ 560.16	25.500	$ 612.00	18.360	$ 440.64
28-20-03-13	Cidex® 2.4% GLUTERALDEHYDE DISINFECTANT, ONE GALLON CONTAINER	24	EA	34.06	$ 817.44	91.500	$ 2,196.00	33.990	$ 815.76
28-20-03-14	PARTICULATE RESPIRATOR WITH NOSE FLANGE, SMALL (MOLDEX N95)	500	EA	1.13	$ 565.00	1.029	$ 514.35	1.034	$ 517.00
28-20-03-15	PARTICULATE RESPIRATOR WITH NOSE FLANGE, MEDIUM (MOLDEX N95)	500	EA	1.16	$ 580.00	1.332	$ 665.80	1.034	$ 517.00
28-20-03-16	PARTICULATE RESPIRATOR WITH NOSE FLANGE, LARGE (MOLDEX N95)	500	EA	1.14	$ 570.00	1.029	$ 514.35	1.034	$ 517.00
28-20-03-17	PROTECTIVE EYEWEAR, (NEMESIS V30)	400	EA	NO BID		3.020	$ 1,208.00	3.640	$ 1,456.00
28-20-03-18	PROTECTIVE EYEWEAR, POLARIZED (NEMESIS)	100	EA	NO BID		3.940	$ 394.00	16.810	$ 1,681.00
28-20-03-19	PROTECTIVE EYEWEAR, RX READER, 1.5, 2.0, 2.5 MAGNIFICATION, CLEAR (NEMESIS)	120	EA	NO BID		12.500	$ 1,500.00	9.000	$ 1,080.00
28-20-03-20	FOG FREE, PROCEDURE FACE MASK WITH WRAP AROUND SPLASHGUARD VISOR (Fluidshied ® or CITY APPROVED EQUAL)	750	EA	0.97	$ 727.50	0.903	$ 677.18	1.070	$ 802.50
28-20-03-21	MOLDER SURGICAL MASK	1000	EA	0.11	$ 110.00	0.092	$ 91.50	0.090	$ 90.00
28-20-03-22	COLLECTION BAG WITH HOOK, 3 LITER, 8" x 13" (HARTWELL'S BIOHOOP) - NO SUBSTITUTIONS	360	EA	2.47	$ 889.20	1.143	$ 411.48	1.990	$ 716.40
28-20-03-23	BIOHAZARD INFECTIOUS WASTE BAG, 7-10 GALLON, 23" x 23", 1.5 mil THICK	250	EA	0.11	$ 27.50	0.180	$ 45.00	0.145	$ 36.25
28-20-03-24	BIOHAZARD BAG, 17" x 18"	20	PACKAGE	0.25	$ 5.00	11.160	$ 223.20	40.250	$ 805.00
28-20-03-25	TINCTURE OF BENZOIN SWAB STICK (PDI)	500	EA	0.41	$ 205.00	19.520	$ 9,760.00	0.476	$ 238.00
28-20-03-26	DELUXE INFECTION CONTROL KIT (MORRISON MEDICAL #4990721)	20	EA	4.75	$ 95.00	3.300	$ 66.00	5.790	$ 115.80
28-20-03-27	SHOE COVER WITH ELASTIC TOP, NON-CONDUCTIVE, FLUID REPELLANT, ONE SIZE FITS ALL	400	EA	0.12	$ 48.00	0.096	$ 38.24	0.081	$ 32.40
28-20-03-28	SaniZide® DISINFECTANT SPRAY BOTTLE, 32 oz. (OR CITY APPROVED EQUAL)	75	BOTTLE	5.79	$ 434.25	8.540	$ 640.50	5.490	$ 411.75

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-03-29	SaniZide® DISINFECTANT, GALLON BOTTLE (OR CITY APPROVED EQUAL)	10	BOTTLE	14.95	$ 149.50	23.370	$ 233.70	14.140	$ 141.40
28-20-03-30	SaniZide® DISINFECTANT WIPES, 160 COUNT CANISTER (OR CITY APPROVED EQUAL)	50	CANISTER	7.39	$ 369.50	6.530	$ 326.50	7.050	$ 352.50
TOTAL MEDICAL SUPPLIES CATEGORY 3					**$ 9,483.63**		**$ 39,816.28**		**$ 15,586.43**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 4 - INTRAVENOUS SUPPLIES									
28-20-04-01	LATEX FREE DISPOSABLE TOURNIQUET, 1" X 18"	3800	EA	0.10	$ 380.00	0.082	$ 311.60	0.120	$ 456.00
28-20-04-02	Curaplex Select Ext Set, 8 in, Removable Luer Locking Site, Pinch Clamp, Spin Lock Connection	750	EA	0.83	$ 622.50	1.020	$ 765.00	0.970	$ 727.50
28-20-04-03	Pressure Infusion (400psig) Extension Set, 7 in, w/Microclave, Purple Slide Clamp	500	EA	3.31	$ 1,655.00	1.030	$ 515.00	2.250	$ 1,125.00
28-20-04-04	Curaplex Select IV Admin Set, 60 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection	100	EA	1.35	$ 135.00	1.040	$ 104.00	1.990	$ 199.00
28-20-04-05	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection	1500	EA	1.35	$ 2,025.00	1.040	$ 1,560.00	2.740	$ 4,110.00
28-20-04-06	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, 6 in Ext Set w/Pinch Clamp	500	EA	1.35	$ 675.00	2.050	$ 1,025.00	2.740	$ 1,370.00
28-20-04-07	CLEARSAFE® IV CATHETER, 14 GAUGE x 1-1/4" - NO SUBSTITUTIONS	400	EA	3.06	$ 1,224.00	1.295	$ 518.00	1.560	$ 624.00
28-20-04-08	CLEARSAFE® IV CATHETER, 16 GAUGE x 1-1/4" - NO SUBSTITUTIONS	400	EA	3.06	$ 1,224.00	1.295	$ 518.00	1.630	$ 652.00
28-20-04-09	CLEARSAFE® IV CATHETER, 18 GAUGE x 1-1/4" - NO SUBSTITUTIONS	1200	EA	3.06	$ 3,672.00	1.295	$ 1,554.00	1.560	$ 1,872.00
28-20-04-10	CLEARSAFE® IV CATHETER, 20 GAUGE x 1-1/4" - NO SUBSTITUTIONS	1200	EA	3.06	$ 3,672.00	1.295	$ 1,554.00	1.560	$ 1,872.00
28-20-04-11	CLEARSAFE® IV CATHETER, 22 GAUGE x 1" - NO SUBSTITUTIONS	400	EA	3.06	$ 1,224.00	1.295	$ 518.00	1.630	$ 652.00
28-20-04-12	CLEARSAFE® IV CATHETER, 24 GAUGE x 3/4" - NO SUBSTITUTIONS	200	EA	3.06	$ 612.00	1.295	$ 259.00	1.560	$ 312.00
28-20-04-13	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 18 GAUGE x 1-1/2"	400	EA	0.02	$ 8.00	0.029	$ 11.48	0.047	$ 18.80
28-20-04-14	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 22 GAUGE x 1-1/2"	200	EA	0.02	$ 4.00	0.029	$ 5.74	0.047	$ 9.40
28-20-04-15	HYPODERMIC NEEDLE, 21 GAUGE x 1"	200	EA	0.03	$ 6.00	0.029	$ 5.74	16.000	$ 3,200.00
28-20-04-16	HYPODERMIC NEEDLE, 27 GAUGE x 1/2"	200	EA	0.14	$ 28.00	0.029	$ 5.74	0.013	$ 2.60
28-20-04-17	SAFETY SYRINGE, 1cc, 25 GAUGE x 5/8"	250	EA	0.02	$ 5.00	0.613	$ 153.28	0.095	$ 23.75
28-20-04-18	Syringe and Needle, VanishPoint Retractable, 3cc, 25 ga x 1 inch	250	EA	0.75	$ 187.50	0.412	$ 102.95	0.760	$ 190.00
28-20-04-19	Syringe and Needle, VanishPoint Retractable, 5cc, 21 ga x 1 inch	400	EA	0.83	$ 332.00	0.996	$ 398.56	0.850	$ 340.00
28-20-04-20	Luer-Lok™ SYRINGE, 3cc	650	EA	0.05	$ 32.50	0.055	$ 35.69	0.060	$ 39.00
28-20-04-21	Luer-Lok™ SYRINGE, 5cc	300	EA	0.06	$ 18.00	0.069	$ 20.70	0.084	$ 25.20
28-20-04-22	Luer-Lok™ SYRINGE, 10cc	650	EA	0.09	$ 58.50	0.073	$ 47.58	0.120	$ 78.00
28-20-04-23	Luer-Lok™ SYRINGE, 12cc	400	EA	NO BID		0.101	$ 40.36	0.060	$ 24.00
28-20-04-24	Luer-Lok™ SYRINGE, 20cc	400	EA	0.13	$ 52.00	0.207	$ 82.92	0.180	$ 72.00
28-20-04-25	Luer-Lok™ SYRINGE, 30-35cc	100	EA	0.18	$ 18.00	0.218	$ 21.84	0.440	$ 44.00
28-20-04-26	Luer-Lok™ SYRINGE, 50-60cc	150	EA	0.28	$ 42.00	0.414	$ 62.07	0.810	$ 121.50
28-20-04-27	SYRINGE AND NEEDLE, 3cc, 18 GAUGE x 1-1/2"	300	EA	0.12	$ 36.00	0.264	$ 79.32	0.044	$ 13.20
28-20-04-28	SYRINGE AND NEEDLE, 5cc, 20 GAUGE x 1"	200	EA	0.07	$ 14.00	0.363	$ 72.68	0.120	$ 24.00
28-20-04-29	SYRINGE AND NEEDLE, 10cc, 20 GAUGE x 1"	400	EA	0.09	$ 36.00	0.373	$ 149.16	0.120	$ 48.00
28-20-04-30	BLUNT PLASTIC CANNULA (BD™ #303345)	100	EA	0.30	$ 30.00	0.185	$ 18.51	0.300	$ 30.00
28-20-04-31	BAXTER, 3-WAY STOPCOCK WITH EXTENSION TUBING	24	EA	1.54	$ 36.96	0.700	$ 16.80	0.790	$ 18.96
28-20-04-32	CHEST DECOMPRESSION KIT (MOTION MEDICAL #1681)	6	EA	33.38	$ 200.28	4.560	$ 27.36	15.200	$ 91.20
28-20-04-33	ARS NEEDLE DECOMPRESSION KIT, 10 GA X 3.25 IN, W/PROTECTIVE CASE	10	EA	17.27	$ 172.70	14.470	$ 144.70	15.910	$ 159.10
28-20-04-34	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case	10	EA	9.30	$ 93.00	9.220	$ 92.20	8.650	$ 86.50
28-20-04-35	ALCOHOL PREPS, 70% ISOPROPYL, 1-1/4" x 2-1/2"	38800	EA	0.01	$ 388.00	0.007	$ 256.08	0.005	$ 209.52
28-20-04-36	POVIDONE-IODINE WIPES, 1-3/4" x 3-1/4"	3500	EA	0.03	$ 105.00	0.035	$ 120.75	0.087	$ 304.50

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

				MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	DISPOSABLE INFU-SURGE PRESSURE BAG WITH BULB AND GAUGE, 1000ml (VENTLAB VC410 OR CITY APPROVED EQUAL)								
28-20-04-37		125	EA	7.41	$ 926.25	8.110	$ 1,013.75	17.400	$ 2,175.00
28-20-04-38	IV Start Kit - IV Guard, Lock, Flush	500	EA	4.11	$ 2,055.00	3.890	$ 1,945.00	4.900	$ 2,450.00
TOTAL MEDICAL SUPPLIES CATEGORY 4					**$ 22,005.19**		**$ 14,132.55**		**23769.73**

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 5 - MISCELLANEOUS SUPPLIES									
28-20-05-01	DISPOSABLE COLD PACK/COMPRESS, QUICK ACTIVATION, 6" x 9"	500	EA	0.46	$ 230.00	0.303	$ 151.65	0.471	$ 235.50
28-20-05-02	HOT PACKS, 6" x 8"	300	EA	0.63	$ 189.00	0.483	$ 144.81	0.540	$ 162.00
28-20-05-03	TRIAGE TAGS, METTAG, 50 PER PACKAGE	50	PACKAGE	17.47	$ 873.50	48.170	$ 2,408.50	69.350	$ 3,467.50
28-20-05-04	TRIAGE TAGS, ALL RISK WRISTBAND STYLE, 50 PER PACKAGE (DISASTER MANAGEMENT SYSTEMS #05420)	5	PACKAGE	86.85	$ 434.25	55.300	$ 276.50	60.200	$ 301.00
28-20-05-05	ALCOHOL, 70% ISOPROPYL, 16 oz BOTTTLE	250	BOTTLE	1.12	$ 280.00	1.430	$ 357.50	1.180	$ 295.00
28-20-05-06	AMMONIA INHALANT AMPULES	1800	AMPULE	0.23	$ 414.00	0.167	$ 300.60	0.248	$ 446.40
28-20-05-07	SCISSORS, 7-1/4" (PARA-MED OR CITY APPROVED EQUAL)	250	EA	1.05	$ 262.50	0.670	$ 167.50	1.540	$ 385.00
28-20-05-08	RING CUTTER	22	EA	37.43	$ 823.46	4.470	$ 98.34	4.570	$ 100.54
28-20-05-09	RING CUTTER REPLACEMENT BLADES	22	EA	9.87	$ 217.14	1.220	$ 26.84	1.660	$ 36.52
28-20-05-10	INFANT SWADDLING/BUNTING, ISOTHERMAL FOUL (GAM OR CITY APPROVED EQUAL)	20	EA	5.27	$ 105.40	2.130	$ 42.60	6.610	$ 132.20
28-20-05-11	LIGHTWEIGHT ANODIZED ALUMINUM CLIPBOARD WITH SELF LOCKING LATCH AND DUAL TRAY, 9" x 14" (POSSEE OR CITY APPROVED EQUAL)	10	EA	33.98	$ 339.80	25.560	$ 255.60	64.100	$ 641.00
28-20-05-12	DISPOSABLE OBSTRETICAL KIT, SHOULD CONTAIN: GLOVES, STERILE OB PAD, SCAPEL, DRAPE SHEET, RECEIVING BLANKET, OB TOWEL, PLASTIC BAG FOR PLACENTA, GAUZE SPONGES, BULB SYRINGE, UMBILICAL CLAMPS, ALCOHOL PREPS, TWIST TIES, NYLON TIE-OFFS, TOWELS)	60	EA	11.50	$ 690.00	4.670	$ 280.20	5.750	$ 345.00
28-20-05-13	STERILE BULB SYRINGE, 3 oz	44	EA	2.00	$ 88.00	1.010	$ 44.44	1.230	$ 54.12
28-20-05-14	FIRST AID 10 PERSON KIT (First Aid Only® MODEL 222-U)	25	EA	43.30	$ 1,082.50	13.230	$ 330.75	10.920	$ 273.00
28-20-05-15	EAR PLUGS WITH CORD (SPARKPLUGS OR CITY APPROVED EQUAL)	500	EA	0.19	$ 95.00	0.235	$ 117.60	1.100	$ 550.00
28-20-05-16	NAIL POLISH REMOVER WIPES	2400	EA	0.02	$ 48.00	0.012	$ 28.32	0.024	$ 58.08
28-20-05-17	5.11 TACTILE RUSH MOAB 10 GEAR BAG, BLACK #56964-19	15	EA	NO BID		78.620	$ 1,179.30	119.000	$ 1,785.00
28-20-05-18	EMS FIELD GUIDE	15	EA	NO BID		25.600	$ 384.00	30.990	$ 464.85
28-20-05-19	SunX® SPF30 LOTION POUCHES, 200 POUCHES PER PACKAGE #71430	5	PACKAGE	87.87	$ 439.35	12.750	$ 63.75	185.990	$ 929.95
28-20-05-20	REPLACEMENT BATTERY FOR LAERDAL SUCTION UNIT, #L780400	6	EA	116.28	$ 697.68	30.240	$ 181.44	121.620	$ 729.72
28-20-05-21	Suction Cups, for LUCAS 2, Disposable	100	EA	41.29	$ 4,129.00	44.520	$ 4,452.00	168.740	$ 16,874.00
TOTAL MEDICAL SUPPLIES CATEGORY 5					**$ 11,438.58**		**$ 11,292.24**		**$ 28,266.38**

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BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 6 - MONITOR/DIAGNOSTIC SUPPLIES									
28-20-06-01	COVIDIEN MICROSTREAM FILTERLINE SET, ADULT/PEDIATRIC	1200	EA	17.62	$ 21,144.00	6.440	$ 7,728.00	12.100	$ 14,520.00
28-20-06-02	COVIDIEN MICROSTREAM FILTERLINE SET, INFANT/NEONATE	200	EA	NO BID		18.184	$ 3,636.80	24.840	$ 4,968.00
28-20-06-03	COVIDIEN MICROSTREAM SMART CAPNOLINE®, ADULT/INTERMEDIATE W/O2 TUBING	1000	EA	9.10	$ 9,100.00	5.740	$ 5,740.00	26.660	$ 26,660.00
28-20-06-04	COVIDIEN MICROSTREAM SMART CAPNOLINE®, PEDIATRIC W/O2 TUBING	300	EA	9.70	$ 2,910.00	5.740	$ 1,722.00	26.660	$ 7,998.00
28-20-06-05	COVIDIEN MICROSTREAM SMART CAPNOLINE®, PLUS NO O2 DELIVERY	500	EA	NO BID		9.150	$ 4,575.00	29.990	$ 14,995.00
28-20-06-06	Nellcor™ OxiSensor® ll, ADULT, 18" CABLE	48	EA	23.61	$ 1,133.28	11.950	$ 573.60	18.220	$ 874.56
28-20-06-07	Nellcor™ OxiSensor® ll, ADULT, 36" CABLE	24	EA	24.69	$ 592.56	11.950	$ 286.80	19.990	$ 479.76
28-20-06-08	Nellcor™ OxiSensor® ll, PEDIATRIC	48	EA	22.74	$ 1,091.52	13.410	$ 643.68	18.220	$ 874.56
28-20-06-09	Nellcor™ OxiSensor® ll, INFANT	48	EA	29.18	$ 1,400.64	19.780	$ 949.44	22.900	$ 1,099.20
28-20-06-10	Nellcor™ DuraSensor DS100A FINGER CLIP SENSOR, ADULT	2	EA	331.51	$ 663.02	120.690	$ 241.38	285.000	$ 570.00
28-20-06-11	EC-4 Nellcor™ SENSOR EXTENSION CABLE, 4' length	2	EA	54.00	$ 108.00	40.660	$ 81.32	275.000	$ 550.00
28-20-06-12	PORTABLE CO-OXIMETER, MASIMO RAD 57C, #2711-25003	1	EA	5970.68	$ 5,970.68	3902.440	$ 3,902.44	5900.000	$ 5,900.00
28-20-06-13	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC (Rainbow or SpO2)	10	EA	83.31	$ 833.10	237.800	$ 2,378.00	16.530	$ 165.30
28-20-06-14	BLOOD PRESSURE KIT, SYSTEM 5 (MEDSOURCE #MS MED5N)	2	EA	57.95	$ 115.90	36.470	$ 72.94	72.150	$ 144.30
28-20-06-15	HAND HELD OXIMETER (BCI® 3301)	6	EA	403.08	$ 2,418.48	243.120	$ 1,458.72	405.920	$ 2,435.52
28-20-06-16	CARRY CASE FOR BCI® 3301 HAND HELD OXIMETER	6	EA	52.65	$ 315.90	39.950	$ 239.70	69.000	$ 414.00
28-20-06-17	ELECTRODES, ADULT (AMBU® BlueSensor SP-00-S)	5000	EA	0.33	$ 1,650.00	0.303	$ 1,517.00	0.340	$ 1,700.00
28-20-06-18	ELECTRODES, PEDIATRIC (KENDALL MEDI-TRACE 135)	1000	EA	0.25	$ 250.00	0.163	$ 163.20	0.220	$ 220.00
28-20-06-19	SINGLE USE ELECTRODES, PRE-GELLED, 1-3/16" ROUND, ADULT (KENDALL MEDI-TRACE 530) - NO SUBSTITUTIONS	3600	PK	85.00	$ 306,000.00	3.840	$ 13,824.00	0.420	$ 1,512.00
28-20-06-20	QUICK COMBO ELECTRODE PADS, ADULT, EDGE SYSTEM WITH PRECONNECT SYSTEM , PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	80	PAIR	14.75	$ 1,180.00	13.500	$ 1,080.00	26.420	$ 2,113.60
28-20-06-21	QUICK COMBO ELECTRODE PADS, PEDIATRIC, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	50	PAIR	14.90	$ 745.00	14.950	$ 747.50	31.980	$ 1,599.00
28-20-06-22	QUICK COMBO REDI-PAK DEFIBRILLATION PADS, ADULT, PHSYIO CONTROL LIFEPAK 15 COMPATIBLE	50	PAIR	57.97	$ 2,898.50	25.330	$ 1,266.50	29.900	$ 1,495.00
28-20-06-23	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC	20	EA	11.51	$ 230.20	14.370	$ 287.40	15.870	$ 317.40
28-20-06-24	MASIMO SET LNCS INF-L INFANT ADHESIVE SENSOR, DISPOSABLE, FOR PTS 3-20KG	50	EA	389.60	$ 19,480.00	14.370	$ 718.50	17.420	$ 871.00
28-20-06-25	MEDI-TRACE RECORDING PAPER, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	100	ROLL	7.83	$ 783.00	5.500	$ 550.00	9.830	$ 983.00
28-20-06-26	DISPOSABLE PENLIGHT WITH PUPIL GAUGE	460	EA	1.14	$ 524.40	0.640	$ 294.49	0.710	$ 326.60

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-06-27	3M™ LITTMAN CLASSIC II STETHOSCOPE - NO SUBSTITUTIONS	30	EA	97.26	$ 2,917.80	68.820	$ 2,064.60	NO BID	
28-20-06-28	SPRAGUE-RAPPAPORT STETHOSCOPE WITH 5 INTERCHANGABLE CHEST PIECES, BLACK	24	EA	5.23	$ 125.52	5.990	$ 143.76	NO BID	
28-20-06-29	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, INFANT	16	EA	14.75	$ 236.00	5.480	$ 87.68	NO BID	
28-20-06-30	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, CHILD	16	EA	14.05	$ 224.80	5.480	$ 87.68	NO BID	
28-20-06-31	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, ADULT	16	EA	14.10	$ 225.60	5.480	$ 87.68	NO BID	
28-20-06-32	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, LARGE ADULT	10	EA	16.75	$ 167.50	5.480	$ 54.80	NO BID	
28-20-06-33	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, THIGH	10	EA	19.52	$ 195.20	5.480	$ 54.80	NO BID	
28-20-06-34	INFRARED TEMPORAL SCANNER (EXERGEN CORPORATION TAT-2000) - NO SUBSTITUTIONS	6	EA	78.33	$ 469.98	175.140	$ 1,050.84	65.220	$ 391.32
28-20-06-35	EXERGEN DISPOSABLE THERMOMETER SHEATHS - NO SUBSTITUTIONS	300	EA	NO BID		0.164	$ 49.05	0.156	$ 46.80
28-20-06-36	ELECTRONIC THERMOMETER WITH HOLDER (WELCH ALLYN SURETEMP PLUS, MODEL 690) NO SUBSTITUTIONS	6	EA	288.94	$ 1,733.64	312.640	$ 1,875.84	336.950	$ 2,021.70
28-20-06-37	DISPOSABLE PROBE COVERS FOR WELCH ALLYN SURETEMP PLUS THERMOMETER	500	EA	0.05	$ 25.00	0.049	$ 24.35	0.043	$ 21.50
28-20-06-38	DIGITAL THERMOMETER (Adtemp™ ll 413)	6	EA	4.77	$ 28.62	3.650	$ 21.90	4.000	$ 24.00
28-20-06-39	DISPOSABLE PROBE COVERS FOR Adtemp™ ll 413 DIGITAL THERMOMETER	400	EA	0.04	$ 16.00	0.030	$ 11.92	0.050	$ 20.00
28-20-06-40	DISPOSABLE PROBE COVER FOR BRAUN THERMOSCAN® PRO 4000 EAR THERMOMETER	400	EA	0.08	$ 32.00	16.670	$ 6,668.00	0.079	$ 31.60
28-20-06-41	BLOOD GLUCOSE METER (Assure Prism Multi) - NO SUBSTITUTIONS	3	EA	8.71	$ 26.13	NO BID		6.690	$ 20.07
28-20-06-42	Control Solution, Assure Prism Multi, L1 and L2 NO SUBSTITUTIONS	10	BOTTLE	11.34	$ 113.40	13.670	$ 136.70	10.720	$ 107.20
28-20-06-43	BLOOD GLUCOSE METER TEST STRIPS FOR ASSURE PRISM MULTI - NO SUBSTITUTIONS	150	BX	11.48	$ 1,722.00	17.990	$ 2,698.50	22.750	$ 3,412.50
28-20-06-44	AUTOMATICE LANCET (HAEMOLANCE™ OR SENSILANCE™)	750	BX	15.50	$ 11,625.00	17.870	$ 13,402.50	NO BID	
28-20-06-45	Veni-Gard® CONMED, ADULT - NO SUBSTITUTIONS	5250	EA	0.53	$ 2,782.50	0.325	$ 1,705.20	NO BID	
28-20-06-46	Veni-Gard® CONMED, PEDIATRIC - NO SUBSTITUTIONS	1200	EA	0.53	$ 636.00	0.325	$ 389.76	NO BID	
28-20-06-47	DISPOSABLE PREP RAZOR (DYNAREX GALLANT OR CITY APPROVED EQUAL)	250	EA	0.44	$ 110.00	0.330	$ 82.50	NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 6					**$ 404,950.87**		**$ 85,376.47**		**$ 99,882.49**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 7 - PATIENT HANDLING SUPPLIES									
28-20-07-01	LONG PLASTIC BACKBOARD WITH PINS, RED (450 LB MINIMUM WEIGHT LOAD)	50	EA	92.22	$ 4,611.00	118.750	$ 5,937.50	NO BID	
28-20-07-02	IMPRINTING OF RICHARDSON FIRE DEPARTMENT ON BACKBOARDS (ALL INCLUSIVE PRICING)	50	EA	NO BID		NO BID		NO BID	
28-20-07-03	ULTRA SHORT BOARD, NO PINS, BLUE, DS	2	EA	NO BID		59.990	$ 119.98	58.120	$ 116.24
28-20-07-04	ULTRA SHORT BOARD, NO PINS, YELLOW	5	EA	NO BID		59.990	$ 299.95	66.080	$ 330.40
28-20-07-05	ULTRA SPACESAVER FOLDING BACKBOARD WITH PINS, YELLOW	5	EA	484.17	$ 2,420.85	357.640	$ 1,788.20	343.200	$ 1,716.00
28-20-07-06	REUSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, METAL PUSH BUTTON RELEASE WITH LOOP LOCK, 5 FT	24	EA	7.00	$ 168.00	6.890	$ 165.36	25.000	$ 600.00
28-20-07-07	DISPOSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, LOOP LOCK, 5 FT, ORANGE	24	EA	165.00	$ 3,960.00	6.820	$ 163.68	15.890	$ 381.36
28-20-07-08	REUSABLE RESTRAINT STRAP, TWO-PIECE, METAL PUSH BUTTON BUCKLE WITH SWIVEL QUICK CLIP, 5 FT, MAROON	24	EA	2.42	$ 58.08	9.370	$ 224.88	15.890	$ 381.36
28-20-07-09	EP&R SPIDER POLYPROPYLENE RESTRAINT STRAP, RED/BLACK	12	EA	97.24	$ 1,166.88	33.550	$ 402.60	79.880	$ 958.56
28-20-07-10	QUICK RELEASES FOAM LIMB HOLDERS (Posey® # 2532)	200	EA	6.57	$ 1,314.00	3.600	$ 720.00	8.090	$ 1,618.00
28-20-07-11	ADJUSTABLE CERVICAL COLLAR, ADULT (AMBU PERFIT ACE) - NO SUBSTITUTIONS	1300	EA	10.65	$ 13,845.00	4.890	$ 6,357.00	6.250	$ 8,125.00
28-20-07-12	ADJUSTABLE CERVICAL COLLAR, PEDIATRIC (AMBU PERFIT ACE) - NO SUBSTITUTIONS	400	EA	10.65	$ 4,260.00	4.890	$ 1,956.00	6.250	$ 2,500.00
28-20-07-13	CERVICAL IMMOBILZATION DEVICE	900	EA	4.31	$ 3,879.00	4.460	$ 4,014.00	66.000	$ 59,400.00
28-20-07-14	DISPOSABLE PILLOW, 17" x 23"	20	EA	2.02	$ 40.40	2.560	$ 51.20	16.000	$ 320.00
28-20-07-15	STAPH-CHECK REUSABLE PILLOW, 17" x 20"	20	EA	4.24	$ 84.80	6.450	$ 129.00	5.640	$ 112.80
28-20-07-16	DISPOSABLE PILLOWCASE, TISSUE POLY, WHITE, 21" x 30"	400	EA	0.23	$ 92.00	0.448	$ 179.28	0.200	$ 80.00
28-20-07-17	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FITTED COT SHEET, 30" x 24"	150	EA	0.82	$ 123.00	0.896	$ 134.45	0.900	$ 135.00
28-20-07-18	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FLAT COT SHEET, 40" x 84"	250	EA	2.72	$ 680.00	1.850	$ 462.50	1.950	$ 487.50
28-20-07-19	GRAHAM MEDIAL MEGA MOVER #51926 - NO SUBSTITUTIONS	100	EA	20.23	$ 2,023.00	17.740	$ 1,774.00	20.460	$ 2,046.00
28-20-07-20	MED TECH VSB 6'	2	EA	NO BID		926.470	$ 1,852.94	1032.500	$ 2,065.00
TOTAL MEDICAL SUPPLIES CATEGORY 7					**$ 38,726.01**		**$ 26,732.52**		**$ 81,373.22**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 8 - WOUND CARE SUPPLIES									
28-20-08-01	SOF TACTICAL TOURNIQUET, BLACK (#SOFTT-NH) - NO SUBSTITUTIONS	25	EA	34.24	$ 856.00	23.870	$ 596.75	36.720	$ 918.00
28-20-08-02	CAT TOURNIQUET, ORANGE (TRAINER) - NO SUBSTITUTIONS	20	EA	26.83	$ 536.60	21.480	$ 429.60	24.770	$ 495.40
28-20-08-03	CAT TOURNIQUET, BLACK - NO SUBSTITUTIONS	50	EA	43.15	$ 2,157.50	21.480	$ 1,074.00	24.770	$ 1,238.50
28-20-08-04	CHEST SEAL (ASHERMAN 8491)	300	EA	11.20	$ 3,360.00	8.290	$ 2,487.00	11.410	$ 3,423.00
28-20-08-05	NON-STERILE TRIANGULAR BANDAGE, 36" x 36" x 51"	700	EA	0.39	$ 273.00	0.315	$ 220.36	0.340	$ 238.00
28-20-08-06	Kendall's Kerlix® NON-STERILE BANDAGE ROLL, 4" (OR CITY APPROVED EQUAL)	1500	EA	0.58	$ 870.00	0.370	$ 554.85	0.150	$ 225.00
28-20-08-07	DUKAL SELF ADHERING ELASTIC COMPRESSION BANDAGE, 4" (OR CITY APPROVED EQUAL)	350	EA	2.75	$ 962.50	0.366	$ 128.07	0.980	$ 343.00
28-20-08-08	BENZION TINCTURE STERI-STRIP, .66ml/vl	120	EA	0.95	$ 114.00	0.391	$ 46.86	0.850	$ 102.00
28-20-08-09	Curaplex® Fabric Adhesive Bandage (X-Large), 2in x 4in – Item # 1122-14964	1000	EA	0.04	$ 40.00	0.069	$ 68.70	0.045	$ 45.00
28-20-08-10	Curaplex Fabric Adhesive Bandage (Knuckle), 3in x 1 1/2in – Item # 1122-14966	1000	EA	0.09	$ 90.00	0.035	$ 35.20	0.060	$ 60.00
28-20-08-11	Curaplex Fabric Adhesive Bandage (Fingertip), 1 3/4in x 2in – Item # 1122-14962	1000	EA	0.08	$ 80.00	0.035	$ 34.60	0.058	$ 58.00
28-20-08-12	Curaplex Fabric Adhesive Bandage, 1in x 3in – Item # 1122-14960	1000	EA	0.05	$ 50.00	0.009	$ 8.60	0.015	$ 14.60
28-20-08-13	Looney Tunes Character Adhesive Bandage, 3/4in x 3in, Bugs Bunny and Daffy Duck - item: # 18721 or #18723	1000	EA	0.05	$ 50.00	0.010	$ 9.80	0.047	$ 47.20
28-20-08-14	SHEER STRIP BANDAGE, 3/4" x 3" (J & J Band Aid® or Kendall Curity®) - NO SUBSTITUTIONS	250	EA	0.04	$ 10.00	0.014	$ 3.38	0.023	$ 5.75
28-20-08-15	FLEXIBLE FABRIC ADHESIVE BANDAGE, 1" x 3" (J & J Band Aid® or Kendall Curity®) - NO SUBSTITUTIONS	3500	EA	0.05	$ 175.00	0.060	$ 210.00	0.014	$ 48.30
28-20-08-16	NON-STERILE GAUZE, ROLLED, 4"	1200	EA	0.48	$ 576.00	0.084	$ 100.92	0.320	$ 384.00
28-20-08-17	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 4"	200	EA	0.38	$ 76.00	0.132	$ 26.44	0.643	$ 128.60
28-20-08-18	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 6"	200	EA	0.78	$ 156.00	0.287	$ 57.48	1.095	$ 219.00
28-20-08-19	Celox™ Z-FOLD GAUZE, 3" x 5'	100	EA	37.88	$ 3,788.00	35.320	$ 3,532.00	38.440	$ 3,844.00
28-20-08-20	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 4" x 4"	8000	EA	0.06	$ 480.00	0.025	$ 201.60	0.059	$ 472.00
28-20-08-21	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 5" x 9"	400	EA	0.10	$ 40.00	0.098	$ 39.04	0.133	$ 53.20
28-20-08-22	STERILE GAUZE ABDOMNIAL PAD DRESSING, INDIVIDUALLY PACKED, 8" x 10"	248	EA	0.15	$ 37.20	0.156	$ 38.69	0.111	$ 27.53
28-20-08-23	Vasoline® GAUZE PAD, 3" x 9"	300	EA	0.49	$ 147.00	0.457	$ 137.19	0.840	$ 252.00
28-20-08-24	MULTI-TRAUMA DRESSING, 12" x 30"	100	EA	1.08	$ 108.00	0.670	$ 67.00	1.080	$ 108.00
28-20-08-25	STERILE OVAL EYE PAD, 2-1/8" x 2-5/8"	500	EA	0.07	$ 35.00	0.083	$ 41.40	0.171	$ 85.50
28-20-08-26	Curasilk® HYPO-ALLERGENIC TAPE, 1" (OR CITY APPROVED EQUAL)	288	EA	0.50	$ 144.00	0.771	$ 222.08	0.875	$ 252.00
28-20-08-27	Curasilk® HYPO-ALLERGENIC TAPE, 3" (OR CITY APPROVED EQUAL)	96	EA	1.38	$ 132.48	1.632	$ 156.67	3.690	$ 354.24
28-20-08-28	Curity® HYPO-ALLERGENIC TAPE, CLEAR, 1" (OR CITY APPROVED EQUAL)	288	EA	0.41	$ 118.08	0.328	$ 94.52	0.740	$ 213.12

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-08-29	Curity® HYPO-ALLERGENIC TAPE, CLEAR, 3" (OR CITY APPROVED EQUAL)	96	EA	1.56	$ 149.76	0.985	$ 94.51	3.460	$ 332.16
28-20-08-30	3M™ DERMICEL SILK TAPE, 1" x 10 yds	12	EA	0.50	$ 6.00	0.853	$ 10.23	0.820	$ 9.84
28-20-08-31	3M™ DERMICEL SILK TAPE, 2" x 10 yds	12	EA	1.00	$ 12.00	1.686	$ 20.24	1.640	$ 19.68
28-20-08-32	3M™ DERMICEL CLOTH TAPE, 1/2" x 10 yds	12	EA	0.43	$ 5.16	0.126	$ 1.52	0.400	$ 4.80
28-20-08-33	3M™ TRANSPORE, TAPE, 1" x 10 yds	144	EA	0.41	$ 59.04	0.794	$ 114.35	1.120	$ 161.28
28-20-08-34	HYDROGEN PEROXIDE, 16 oz BOTTLE	112	BOTTLE	0.51	$ 57.12	0.590	$ 66.08	0.470	$ 52.64
28-20-08-35	TRIPLE ANTIBOTIC OINTMENT, 1 GRAM PACKET	1440	EA	0.04	$ 57.60	0.013	$ 19.30	0.063	$ 90.00
28-20-08-36	STERILE WATER IRRIGATION SOLUTION, 250ml	150	BOTTLE	1.07	$ 160.50	6.220	$ 933.00	4.800	$ 720.00
28-20-08-37	STERILE WATER IRRIGATION SOLUTION, 500 ml (BRAUN)	200	EA	2.98	$ 596.00	6.250	$ 1,250.00	2.900	$ 580.00
28-20-08-38	STERILE, NON-WOVEN BURN SHEET, 60" x 96"	200	EA	4.25	$ 850.00	1.460	$ 292.00	12.800	$ 2,560.00
28-20-08-39	3M™ COBAN SELF ADHERENT WRAP, 4" x 5 yds (OR CITY APPROVED EQUAL)	350	EA	2.30	$ 805.00	0.680	$ 237.90	2.620	$ 917.00
28-20-08-40	SAM® SPLINT, 36" ROLL (OR CITY APPROVED EQUAL)	100	EA	10.08	$ 1,008.00	3.050	$ 305.00	5.180	$ 518.00
28-20-08-41	DISPOSABLE VACUUM SPLINT, WRIST/ANKLE (MDI #562011) - NO SUBSTITUTIONS	20	EA	43.40	$ 868.00	22.350	$ 447.00	20.520	$ 410.40
28-20-08-42	DISPOSABLE VACUUM SPLINT, ARM (MDI #562015) - NO SUBSTITUTIONS	20	EA	29.30	$ 586.00	24.400	$ 488.00	24.600	$ 492.00
28-20-08-43	DISPOSABLE VACUUM SPLINT, LEG (MDI #562025) - NO SUBSTITUTIONS	20	EA	72.19	$ 1,443.80	38.570	$ 771.40	37.660	$ 753.20
28-20-08-44	DISPOSABLE VACUUM SPLINT, SET (MDI #567701) - NO SUBSTITUTIONS	5	EA	192.85	$ 964.25	188.870	$ 944.35	182.980	$ 914.90
28-20-08-45	PADDED BOARD SPLINT, 2" x 6"	6	EA	0.65	$ 3.90	0.290	$ 1.74	NO BID	
28-20-08-46	PADDED BOARD SPLINT, 3" x 9"	12	EA	0.70	$ 8.40	0.320	$ 3.84	NO BID	
28-20-08-47	PADDED BOARD SPLINT, 3" x 18"	12	EA	4.37	$ 52.44	0.850	$ 10.20	3.370	$ 40.44
28-20-08-48	PADDED BOARD SPLINT, KIT	2	EA	30.00	$ 60.00	35.830	$ 71.66	47.710	$ 95.42
28-20-08-49	QUIKCLOT COMBAT HEMOSTATIC GAUZE, 3" x 4yd Strip, Z-FOLD	20	EA	38.78	$ 775.60	34.510	$ 690.20	40.800	$ 816.00
28-20-08-50	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaoli	20	EA	18.43	$ 368.60	16.080	$ 321.60	19.500	$ 390.00
28-20-08-51	Curaplex Stop the Bleed Basic Multi Pack	5	EA	62.10	$ 310.50	512.160	$ 2,560.80	263.360	$ 1,316.80
28-20-08-52	SAM PELVIC SLING II - SMALL, MED, LG	30	EA	88.06	$ 2,641.80	59.760	$ 1,792.80	67.840	$ 2,035.20
28-20-08-53	Tourniquet, SAM Junctional, incl 2 Target Compression Devices, Hand Pump, Aux Strap, Extender, IFU	5	EA	310.29	$ 1,551.45	242.680	$ 1,213.40	319.000	$ 1,595.00
TOTAL MEDICAL SUPPLIES CATEGORY 8					**$ 28,863.28**		**$ 23,283.89**		**$ 28,479.70**
MEDICAL SUPPLIES CATEGORY 9 - OVER THE COUNTER MEDICATION									
28-20-09-01	ACETAMINOPHEN, 500 MG TABLET, 2 TABLETS PER PACKET	250	EA	19.35	$ 4,837.50	12.400	$ 3,100.00	0.085	$ 21.25
28-20-09-02	PSEDUOVAL, 30 MG TABLET, 2 TABLETS PER PACKET	100	EA	NO BID		NO BID		1.160	$ 116.00
28-20-09-03	IBUPROFEN, 30 MG TABLET, 2 TABLETS PER PACKET	500	EA	10.34	$ 5,170.00	NO BID		0.096	$ 48.00
28-20-09-04	BISMUTH, 262 MG TABLET, 2 TABLETS PER PACKET	100	EA	35.25	$ 3,525.00	NO BID		0.169	$ 16.90
28-20-09-05	ASPIRIN, 325 MG TABLET, 2 TABLETS PER PACKET	500	EA	6.75	$ 3,375.00	6.350	$ 3,175.00	0.039	$ 19.50
28-20-09-06	TYLENOL® EXTRA STRENGTH CAPLETS, 500 MG CAPLET, 2 CAPLETS PER PACKET	250	EA	19.35	$ 4,837.50	17.200	$ 4,300.00	0.284	$ 71.00
28-20-09-07	PHENLEPHRINE, 5 MG TABLET, 2 TABLETS PER PACKET	250	EA	18.10	$ 4,525.00	NO BID		0.111	$ 27.75
TOTAL MEDICAL SUPPLIES CATEGORY 9					**$ 26,270.00**		**$ 10,575.00**		**$ 320.40**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PHARMACEUTICALS - GROUP I									
28-20-10-01	8.4% SODIUM BICARBONATE, INJECTION 50mEq	19	BOX	268.30	$ 5,097.70	NO BID		162.070	$ 3,079.33
28-20-10-02	0.9% SODIUM CHLORIDE, IV BAG, 1000 ml	250	CASE	41.34	$ 10,335.00	NO BID		32.260	$ 8,065.00
28-20-10-03	0.9% SODIUM CHLORIDE, IV BAG, 500 ml	100	CASE	76.39	$ 7,639.00	NO BID		64.510	$ 6,451.00
28-20-10-04	0.9% SODIUM CHLORIDE, IV BAG, 250 ml	5	CASE	72.27	$ 361.35	NO BID		64.510	$ 322.55
28-20-10-05	0.9% SODIUM CHLORIDE FLUSH SYRINGE, 10 ml in 12ml LUER LOCK SYRINGE	48	BOX	24.00	$ 1,152.00	NO BID		41.760	$ 2,004.48
28-20-10-06	CHEWABLE ASPIRIN, 81 mg, 36 COUNT	120	BOTTLE	0.85	$ 102.00	0.930	$ 111.60	0.830	$ 99.60
28-20-10-07	PRE-FILLED ADENOSINE INJECTION, 12mg /4ml	10	BOX	237.22	$ 2,372.20	NO BID		169.200	$ 1,692.00
28-20-10-08	ALBUTEROL SULFATE, 2.5 mg/3ml	30	BOX	5.73	$ 171.90	NO BID		7.200	$ 216.00
28-20-10-09	AMIODARONE HYDROCHLORIDE INJECTION, 150mg/3ml VIAL	16	PACK	38.96	$ 623.36	NO BID		44.420	$ 710.72
28-20-10-10	ATROPINE SULFATE INJECTION, 1mg/10ml LUER LOCK PRE-FILLED SYRINGE	40	PACK	65.53	$ 2,621.20	NO BID		78.660	$ 3,146.40
28-20-10-11	CALCIUM CHLORIDE, 1 GRAM PRE-FILLED SYRINGE	17	PACK	81.22	$ 1,380.74	NO BID		120.000	$ 2,040.00
28-20-10-12	25% DEXTROSE, 2.5 grams/10ml LUER LOCK PRE-FILLED SYRINGE	10	PACK	108.39	$ 1,083.90	NO BID		135.800	$ 1,358.00
28-20-10-13	50% DEXTROSE, 25 grams/50 ml LUER LOCK PRE-FILLED SYRINGE	52	PACK	105.80	$ 5,501.60	NO BID		145.880	$ 7,585.76
28-20-10-14	DIPHENHYDRAMIN, 50mg/ml vial	10	PACK	75.87	$ 758.70	NO BID		39.110	$ 391.10
28-20-10-15	EPINEPHRINE, 1:1,000, 1mg/1ml AMPULE	12	PACK	103.74	$ 1,244.88	NO BID		NO BID	
28-20-10-16	EPINEPHRINE, 1:1,000, 1mg/1ml, 1 ml VIAL	6	PACK	87.98	$ 527.88	NO BID		22.020	$ 132.12
28-20-10-17	EPINEPHRINE, 1:10,000 (.01mg/ml), 10 ml LUER LOCK PRE-FILLED SYRINGE	70	PACK	59.32	$ 4,152.40	NO BID		88.180	$ 6,172.60
28-20-10-18	INSTA-GLUCOSE, 31 gm	40	PACK	14.96	$ 598.40	5.610	$ 224.40	17.750	$ 710.00
28-20-10-19	Transcend Glucose Gel, Strawberry Flavor, 15g (OR CITY APPROVED EQUAL)	70	PACK	10.16	$ 711.20	1.620	$ 113.40	3.900	$ 273.00
28-20-10-20	IPRATROPIUM BROMIDE, .02%, 2.5ml UNIT DOSE VIAL	32	BOX	6.34	$ 202.88	NO BID		8.690	$ 278.08
28-20-10-21	LIDOCAINE INJECTION, 2%, 100mg (20mg/ml), 5ml PRE-FILLED LUERJET SYRINGE	30	PACK	37.14	$ 1,114.20	NO BID		44.640	$ 1,339.20
28-20-10-22	LIDOCAINE HCI, 2%, 5mL, 20mg/ml TUBE	20	PACK	75.25	$ 1,505.00	NO BID		NO BID	
28-20-10-23	Ansyr® MAGNESIUM SULFATE SYRINGE, 50%, 5 gm/10ml	12	PACK	213.06	$ 2,556.72	NO BID		257.260	$ 3,087.12
28-20-10-24	METHYLPREDNISOLONE SODIUM SUCCINATE, 125mg VIAL tablets	10	BOX	11.25	$ 112.50	NO BID		3.940	$ 39.40
28-20-10-25	ENGERIX-B, 20mcg/1ml SDV	5	BOX	328.70	$ 1,643.50	NO BID		853.220	$ 4,266.10
28-20-10-26	NALOXONE HYDRACHLORIDE INJECTION, 2mg/ml IN 2ml LUER LOCK PRE-FILLED SYRINGE	35	PACK	355.27	$ 12,434.45	NO BID		3.960	$ 138.60
28-20-10-27	DILTIAZEM, STERILE POWDER ADVANTAGE VIAL, 100mg	7	PACK	143.42	$ 1,003.94	NO BID		171.690	$ 1,201.83
28-20-10-28	NITROGLYCERIN SPRAY, 4mg, 90 DOSE	145	EA	145.35	$ 21,075.75	NO BID		163.200	$ 23,664.00
28-20-10-29	NITROGLYCERIN TABLET, .4mg, 25 TABLETS PER BOTTLE	40	BOTTLE	50.58	$ 2,023.20	NO BID		48.350	$ 1,934.00
28-20-10-30	ONDANSETRON INJECTION, 2mg/2ml, 4mg in 2ml VIAL	16	PACK	10.91	$ 174.56	NO BID		10.080	$ 161.28
28-20-10-31	ONDANSETRON, 4mg ORALLY DISENTEGRATING TABLETS	155	BOX	11.40	$ 1,767.00	NO BID		4.480	$ 694.40
28-20-10-32	CYANOKIT, 5gm HYDROXOCOBALAMIN KIT (CONTAINS ONE IV AMIN SET AND ONE TRANSFER SPIKE)	20	EA	902.18	$ 18,043.60	NO BID		1129.300	$ 22,586.00
28-20-10-33	ROCURONIUM BROMIDE 10 mg/ml 10ML VIAL	3	BOX	67.26	$ 201.78	NO BID		164.400	$ 493.20
28-20-10-34	VECURONIUM BROMIDE 10mg/10ml VIAL (POWDER)	3	BOX	78.45	$ 235.35	NO BID		60.680	$ 182.04
28-20-10-35	TRANEXAMIC ACID, 100mg/ml, 10ml VIAL	3	BOX	124.23	$ 372.69	NO BID		75.860	$ 227.58
28-20-10-36	ADENOSINE, 6mg, 2ml SDV	8	BOX	35.62	$ 284.96	NO BID		93.950	$ 751.60
28-20-10-37	10% DEXTROSE INJECTION 250ml IV Bag	4	CASE	65.89	$ 263.56	NO BID		64.510	$ 258.04
TOTAL PHARMACEUTICALS - GROUP I					**$ 111,451.05**		**$ 449.40**		**$ 105,752.13**

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ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDLINE		QUADMED INC.		ZHOU MEDICAL SOLUTIONS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PHARMACEUTICALS - GROUP II									
28-20-11-01	FENTANYL CITRATE, .05mg/ml, 2ml VIAL	8	BOX	NO BID		NO BID		NO BID	
28-20-11-02	MIDAZOLAM INJECTION, 1mg/ml, 5mL VIAL	30	BOX	NO BID		NO BID		NO BID	
28-20-11-03	MORPHINE SULFATE INJECTION, 10mg/ml VIAL	4	BOX	NO BID		NO BID		NO BID	
28-20-11-04	KETAMINE HYDROCHLORIDE, 500mg/5ml VIAL	8	BOX	NO BID		NO BID		NO BID	
28-20-11-05	KETAMINE HYDROCHLORIDE, 500mg/10ml VIAL	8	BOX	NO BID		NO BID		NO BID	
TOTAL PHARMACEUTICALS - GROUP II					**$ -**		**$ -**		**$ -**
MEDICAL SUPPLIES - TOTAL GROSS PRICE					**$ 775,005.19**		**$ 322,505.63**		**$ 339,617.81**
MEDICAL SUPPLIES - LINE ITEMS BID					**316 out of 334**		**328 out of 334**		**273 out of 334**
PHARMACEUTICALS - TOTAL GROSS PRICE					**$ 111,451.05**		**$ 449.40**		**$ 105,752.13**
PHARMACEUTICALS - LINE ITEMS BID					**37 out of 42**		**3 out of 42**		**35 out of 42**
COMBINED - TOTAL GROSS PRICE					**$ 886,456.24**		**$ 322,955.03**		**$ 445,369.94**
COMBINED - LINE ITEMS BID					**353 out of 376**		**331 out of 376**		**308 out of 376**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO		INTEGRA PHARMA SOLUTIONS, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 1 - AIRWAY SUPPLIES							
28-20-01-01	BECK AIRWAY-AIRFLOW MONITOR (BAAM), GREAT PLAINS BALLISTICS	60	EA	NO BID		$ 95.90	$ 5,754.00
28-20-01-02	CARBON DIOXIDE DETECTOR, EASY CAP (NELLCOR)	96	EA	NO BID		NO BID	
28-20-01-03	CARBON DIOXIDE DETECTOR, PEDIATRIC, PEDI-CAP (NELLCOR)	48	EA	NO BID		NO BID	
28-20-01-04	MEDICAL EID INTUBATION DETECTION, BULB STYLE, (WOLFE TROY OR CITY APPROVED EQUAL)	20	EA	NO BID		NO BID	
28-20-01-05	PEDIATRIC NEBULIZING MASK, (NIC THE ASTHMATIC DRAGON OR CITY APPROVED EQUAL)	200	EA	NO BID		NO BID	
28-20-01-06	NON-REBREATHING MASK, PEDIATRIC	1250	EA	NO BID		NO BID	
28-20-01-07	NEUBLIZER WITH MASK, ADULT	300	EA	$ 1.34	$ 402.00	NO BID	
28-20-01-08	NEBULIZER WITH BAFFLED TEE ADAPTER, 7' OXYGEN TUBING WITH BLUE RIDGE TIP, MOUTHPIECE AND 6" FLEXTUBE (CARDNIAL HEALTH)	500	EA	NO BID		NO BID	
28-20-01-09	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, ADULT (AMBU SPUR II ADULT BVM) - NO SUBSTITUTES	216	EA	NO BID		NO BID	
28-20-01-10	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, CHILD (AMBU SPUR II CHILD BVM) - NO SUBSTITUTES	68	EA	NO BID		NO BID	
28-20-01-11	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, INFANT (AMBU SPUR II INFANT BVM) - NO SUBSTITUTES	44	EA	NO BID		NO BID	
28-20-01-12	DISPOSABLE POCKET FACE MASK FOR CPR WITH ONE-WAY VALVE AND AIR FILLED MASK	200	EA	NO BID		NO BID	
28-20-01-13	MICRO'S POCKET BVM™	30	EA	NO BID		NO BID	
28-20-01-14	DISPOSABLE OXYGEN MASK, NON-REBREATHING WITH SAFETY VENT, ADULT	3700	EA	NO BID		NO BID	
28-20-01-15	NASAL CANNULA CLEAR, ADULT	1300	EA	NO BID		NO BID	
28-20-01-16	NASAL CANNUAL, PEDIATRIC	200	EA	NO BID		NO BID	
28-20-01-17	OXYGEN FLOWMETER, OHIO	5	EA	NO BID		NO BID	
28-20-01-18	FLOWMETER DIAL, 0-25 LPM	2	EA	NO BID		NO BID	
28-20-01-19	FLOWMETER OHMEDA QC CHROME PLATED, 0-15 LPM	2	EA	NO BID		NO BID	
28-20-01-20	ADAPTER OHMEDA TO 1/8" MALE NATIONAL PIPE THREAD	2	EA	NO BID		NO BID	
28-20-01-21	OHIO MALE X DISS MALE	2	EA	NO BID		NO BID	
28-20-01-22	BARBED FITTING PLASTIC	50	EA	NO BID		NO BID	
28-20-01-23	REGULATOR 2 DISS, 1 BARB, 0-25 LPM	6	EA	NO BID		NO BID	
28-20-01-24	REGULATOR, OXYGEN, CONSTANT FLOW, 1 BARB, 1 DISS OUTLET	10	EA	NO BID		NO BID	
28-20-01-25	REGULATOR, DEMAND VALVE, SINGLE-STAGE PRESENT (WESTERN MEDICAL #M1-540-P OR CITY APPROVED EQUAL)	10	EA	NO BID		NO BID	
28-20-01-26	NASAL AIRWAY KIT, RUSCH ULTRA ROBERTAZZI WITH LUBRICANT, SIZES 22 FR - 32 FR	48	EA	NO BID		NO BID	
28-20-01-27	NASOPHARYNGEAL AIRWAY, 20 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-28	NASOPHARYNGEAL AIRWAY, 22 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-29	NASOPHARYNGEAL AIRWAY, 24 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO		INTEGRA PHARMA SOLUTIONS, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	NASOPHARYNGEAL AIRWAY, 26 FR, LATEX FREE,						
28-20-01-30	ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-31	NASOPHARYNGEAL AIRWAY, 28 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-32	NASOPHARYNGEAL AIRWAY, 30 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-33	NASOPHARYNGEAL AIRWAY, 32 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-34	NASOPHARYNGEAL AIRWAY, 34 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-35	NASOPHARYNGEAL AIRWAY, 36 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	40	EA	NO BID		NO BID	
28-20-01-36	ENDOTRACHEAL TUBE, 2.0 UNCUFFED	20	EA	NO BID		NO BID	
28-20-01-37	ENDOTRACHEAL TUBE, 2.5 UNCUFFED	20	EA	NO BID		NO BID	
28-20-01-38	ENDOTRACHEAL TUBE, 3.0 UNCUFFED	20	EA	NO BID		NO BID	
28-20-01-39	ENDOTRACHEAL TUBE, 3.5 UNCUFFED	20	EA	NO BID		NO BID	
28-20-01-40	ENDOTRACHEAL TUBE, 4.0 UNCUFFED	20	EA	NO BID		NO BID	
28-20-01-41	ENDOTRACHEAL TUBE, 4.5 UNCUFFED	20	EA	NO BID		NO BID	
28-20-01-42	ENDOTRACHEAL TUBE, 5.0 CUFFED	20	EA	NO BID		NO BID	
28-20-01-43	ENDOTRACHEAL TUBE, 5.5 CUFFED	30	EA	NO BID		NO BID	
28-20-01-44	ENDOTRACHEAL TUBE, 6.0 CUFFED	30	EA	NO BID		NO BID	
28-20-01-45	ENDOTRACHEAL TUBE, 6.5 CUFFED	50	EA	NO BID		NO BID	
28-20-01-46	ENDOTRACHEAL TUBE, 7.0 CUFFED	50	EA	NO BID		NO BID	
28-20-01-47	ENDOTRACHEAL TUBE, 7.5 CUFFED	75	EA	NO BID		NO BID	
28-20-01-48	ENDOTRACHEAL TUBE, 8.0 CUFFED	75	EA	NO BID		NO BID	
28-20-01-49	ENDOTRACHEAL TUBE, 8.5 CUFFED	75	EA	NO BID		NO BID	
28-20-01-50	ENDOTRACHEAL TUBE, 9.0 CUFFED	30	EA	NO BID		NO BID	
28-20-01-51	ENDOTRACHEAL TUBE, 9.5 CUFFED	30	EA	NO BID		NO BID	
28-20-01-52	ENDOTRACHEAL TUBE HOLDER, ADULT (THOMAS OR CITY APPROVED EQUAL)	300	EA	NO BID		NO BID	
28-20-01-53	ENDOTRACHEAL TUBE HOLDER, PEDIATRIC (THOMAS OR CITY APPROVED EQUAL)	150	EA	NO BID		NO BID	
28-20-01-54	HUDSON RCI AIRWAY, INFANT SIZE (5.5), 55MM CATH-GUIDE	48	EA	NO BID		NO BID	
28-20-01-55	HUDSON RCI AIRWAY, SMALL CHILD SIZE (6), 60MM CATH-GUIDE	48	EA	NO BID		NO BID	
28-20-01-56	HUDSON RCI AIRWAY, CHILD SIZE (7), 70MM CATH-GUIDE	48	EA	NO BID		NO BID	
28-20-01-57	HUDSON RCI AIRWAY, SMALL ADULT SIZE (8), 80MM CATH-GUIDE	48	EA	NO BID		NO BID	
28-20-01-58	HUDSON RCI AIRWAY, SMALL/MEDIUM ADULT SIZE (9), 90 MM CATH-GUIDE)	48	EA	NO BID		NO BID	
28-20-01-59	HUDSON RCI AIRWAY, MEDIUM ADULT SIZE (10), 100 MM CATH-GUIDE)	48	EA	NO BID		NO BID	
28-20-01-60	HUDSON RCI AIRWAY, ORAL ADULT SIZE (11), 110 MM CATH-GUIDE)	48	EA	NO BID		NO BID	
28-20-01-61	HUDSON RCI AIRWAY, LARGE ADULT SIZE (12), 120 MM CATH-GUIDE)	48	EA	NO BID		NO BID	
28-20-01-62	HUDSON RCI AIRWAY, LIFESAVE AIRWAY KIT, #1173	4	EA	NO BID		NO BID	
28-20-01-63	HUMIDIFIER, PREFILLED (HUDSON RCI)	36	EA	NO BID		NO BID	
28-20-01-64	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	125	EA	NO BID		NO BID	
28-20-01-65	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	49	EA	NO BID		NO BID	
28-20-01-66	INTUBATING STYLETTE, INFANT, 6 FR, RUSCH FLEXI-SLIP	49	EA	NO BID		NO BID	

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28-20-01-67	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 1, PINK	50	EA	NO BID		NO BID	
28-20-01-68	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 2, YELLOW	50	EA	NO BID		NO BID	
28-20-01-69	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 3, ORANGE	20	EA	NO BID		NO BID	
28-20-01-70	BRITEVIEW™ DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 4, LIME	20	EA	NO BID		NO BID	
28-20-01-71	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 0, WHITE	20	EA	NO BID		NO BID	
28-20-01-72	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 1, PINK	20	EA	NO BID		NO BID	
28-20-01-73	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 2, YELLOW	20	EA	NO BID		NO BID	
28-20-01-74	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 3, ORANGE	20	EA	NO BID		NO BID	
28-20-01-75	BRITEVIEW™ DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 4, LIME	50	EA	NO BID		NO BID	
28-20-01-76	STANDARD LARYNGOSCOPE HANDLE, MEDIUM (MEDSOURCE MS-46000 OR CITY APPROVED EQUAL)	16	EA	NO BID		NO BID	
28-20-01-77	i-gel® SUPRAGLOTTIC AIRWAY, SMALL ADULT, SIZE 3	30	EA	NO BID		NO BID	
28-20-01-78	i-gel® SUPRAGLOTTIC AIRWAY, MEDIUM ADULT, SIZE 4	50	EA	NO BID		NO BID	
28-20-01-79	i-gel® SUPRAGLOTTIC AIRWAY, LARGE ADULT, SIZE 5	50	EA	NO BID		NO BID	
28-20-01-80	Hi-Flow™ SUCTION CANISTER WITH AEROSTAT FILTER, 1200 cc	100	EA	NO BID		NO BID	
28-20-01-81	Hi-Flow™ SUCTION CANISTER WITH AEROSTATE FILTER AND FLOAT VALVE SHUTOFF, 800cc	75	EA	NO BID		NO BID	
28-20-01-82	SUCTION CATHETER, 6 FR	120	EA	NO BID		NO BID	
28-20-01-83	SUCTION CATHETER, 8 FR	20	EA	NO BID		NO BID	
28-20-01-84	SUCTION CATHETER, 10 FR	120	EA	NO BID		NO BID	
28-20-01-85	SUCTION CATHETER, 12 FR	20	EA	NO BID		NO BID	
28-20-01-86	SUCTION CATHETER, 14 FR	120	EA	NO BID		NO BID	
28-20-01-87	SUCTION CATHETER, 16 FR	30	EA	NO BID		NO BID	
28-20-01-88	SUCTION CATHETER, 18 FR	30	EA	NO BID		NO BID	
28-20-01-89	YANKAUER SUCTION TIP WITH CONTROL VENT	144	EA	NO BID		NO BID	
28-20-01-90	YANKAUER FLEX SUCTION WITH VENT	100	EA	NO BID		NO BID	
28-20-01-91	LAERDAL PORTABLE SUCTION UNIT	2	EA	NO BID		NO BID	
28-20-01-92	V-Vac™ STARTER KIT (LAERDAL)	14	EA	NO BID		NO BID	
28-20-01-93	V-Vac™ REPLACEMENT CARTRIDGE (LAERDAL)	14	EA	NO BID		NO BID	
28-20-01-94	V-Vac™ REPLACEMENT ADAPTER TIP (LAERDAL)	24	EA	NO BID		NO BID	
28-20-01-95	SSCOR D CELL SUCTION UNIT	2	EA	NO BID		NO BID	
28-20-01-96	SUCTION CONNECTING TUBING, 9/32" ID x 6' L (KENDALL OR CITY APPROVED EQUAL)	250	EA	NO BID		NO BID	
28-20-01-97	OXYGEN CYLINDER SMALL HAND WHEEL WITH HARD RUBBER CUFF AND TIE DOWN CHAIN	50	EA	NO BID		NO BID	
28-20-01-98	MUCOSAL ATOMIZATION DEVICE WITHOUT SYRINGE	350	EA	NO BID		NO BID	
28-20-01-99	O2 MAX BiTrac ED Mask, w/ Neb, w/3-SET Valve ADULT MED AND LG (NO SUBSTITUTIONS)	350	EA	NO BID		NO BID	
28-20-01-100	Mucosal Atomization Device, MAD Nasal/Oral w/3cc Syringe, Latex Free	160	EA	NO BID		NO BID	
28-20-01-101	ENDOTRACHEAL TUBE MALLEABLE INTRODUCER, PEDIATRIC	40	EA	NO BID		NO BID	
28-20-01-102	DISPOSABLE PLASTIC BITE STICK	20	EA	$ 0.38	$ 7.60	NO BID	

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ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO UNIT PRICE	MEDCO AMOUNT	INTEGRA PHARMA SOLUTIONS, LLC UNIT PRICE	INTEGRA PHARMA SOLUTIONS, LLC AMOUNT
28-20-01-103	STERILE, 6" TONGUE DEPRESSORS	24	EA	NO BID		NO BID	
28-20-01-104	MAGILL INTUBATING FORCEPS, ADULT	31	EA	NO BID		NO BID	
28-20-01-105	MAGILL INTUBATING FORCEPS, CHILD	31	EA	NO BID		NO BID	
28-20-01-106	STERILE LUBRICANT, 5 GRAM TUBE	150	EA	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 1					**$ 409.60**		**$ 5,754.00**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 2 - GLOVES							
28-20-02-01	Apex Pro™ EXAM GLOVES, NITRITE, SMALL, 100 PER BOX - NO SUBSTITUTIONS	50	BOX	NO BID		NO BID	
28-20-02-02	Apex Pro™ EXAM GLOVES, NITRITE, MEDIUM, 100 PER BOX - NO SUBSTITUTIONS	100	BOX	NO BID		NO BID	
28-20-02-03	Apex Pro™ EXAM GLOVES, NITRITE, LARGE, 100 PER BOX - NO SUBSTITUTIONS	1500	BOX	NO BID		NO BID	
28-20-02-04	Apex Pro™ EXAM GLOVES, NITRITE, X-LARGE, 100 PER BOX - NO SUBSTITUTIONS	2100	BOX	NO BID		NO BID	
28-20-02-05	Apex Pro™ EXAM GLOVES, NITRITE, XX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	100	BOX	NO BID		NO BID	
28-20-02-06	Apex Pro™ EXAM GLOVES, NITRITE, XXX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	200	BOX	NO BID		NO BID	
28-20-02-07	Microflex SupernoEC™ EXAM GLOVES, NITRITE, SMALL, 50 PER BOX - NO SUBSTITUTIONS	80	BOX	NO BID		NO BID	
28-20-02-08	Microflex SupernoEC™ EXAM GLOVES, NITRITE, MEDIUM, 50 PER BOX - NO SUBSTITUTIONS	80	BOX	NO BID		NO BID	
28-20-02-09	Microflex SupernoEC™ EXAM GLOVES, NITRITE, LARGE, 50 PER BOX - NO SUBSTITUTIONS	800	BOX	NO BID		NO BID	
28-20-02-10	Microflex SupernoEC™ EXAM GLOVES, NITRITE, X-LARGE, 50 PER BOX - NO SUBSTITUTIONS	800	BOX	NO BID		NO BID	
28-20-02-11	Microflex SupernoEC™ EXAM GLOVES, NITRITE, XX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	50	BOX	NO BID		NO BID	
28-20-02-12	Microflex SupernoEC™ EXAM GLOVES, NITRITE, XXX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	5	BOX	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 2					**$ -**		**$ -**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 3 - INFECTION CONTROL SUPPLIES							
28-20-03-01	SHARPS SHUTTLE CONTAINER	360	EA	NO BID		NO BID	
28-20-03-02	SHARPS DISPOSABLE CONTAINER, 0.6 LITER (SMITHS MEDICAL OR CITY APPROVED EQUAL)	100	EA	NO BID		NO BID	
28-20-03-03	SHARPS COLLECTOR, 3.3 QUART, BD™ 305488	48	EA	4.000	$ 192.00	NO BID	
28-20-03-04	SHARPS DISPOSABLE CONTAINER, 5 QUART (KENDALL DEVON SHARPS-A-GATOR® OR CITY APPROVED EQUAL)	100	EA	5.870	$ 587.00	NO BID	
28-20-03-05	SHARPS COLLECTOR, 6.9 QUART, BD™ 305489	24	EA	7.420	$ 178.08	NO BID	
28-20-03-06	ANITBACTERIAL NO RINSE HANDWASH GEL, 4 oz	168	EA	0.520	$ 87.36	NO BID	
28-20-03-07	ANTIMICROBIAL HANDWIPES, TUB/CANISTER 6" x 7-1/2", APPROX. 135 COUNT (PDI SANI-HANDS™ ALC OR CITY APPROVED EQUAL)	24	CANISTER	NO BID		NO BID	
28-20-03-08	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, TUB/CANISTER 6" x 6-3/4", APPROX. 160 COUNT (PDI SUPER SANI-CLOTH™ OR CITY APPROVED EQUAL)	80	CANISTER	5.660	$ 452.80	NO BID	
28-20-03-09	SURFACE DISINFECTANT TOWELETTES, 10" X 12" (Metrex CaviWipes™ XL)	50	CANISTER	8.970	$ 448.50	NO BID	
28-20-03-10	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, INDIVIDUAL FOIL PACKS, 5" x 8" (PDI SUPER SANI-CLOTH™ OR CITY APPROVED EQUAL)	750	EA	NO BID		NO BID	
28-20-03-11	SURFACE DISINFECTANT, SPRAY BOTTLE, 24 oz. (Metrex Envirocide™ or Cavicide™)	74	BOTTLE	7.870	$ 582.38	NO BID	
28-20-03-12	SURFACE DISINFECTANT, ONE GALLON CONTAINER (Metrex Cavicide™)	24	EA	20.560	$ 493.44	NO BID	
28-20-03-13	Cidex® 2.4% GLUTERALDEHYDE DISINFECTANT, ONE GALLON CONTAINER	24	EA	NO BID		NO BID	
28-20-03-14	PARTICULATE RESPIRATOR WITH NOSE FLANGE, SMALL (MOLDEX N95)	500	EA	NO BID		NO BID	
28-20-03-15	PARTICULATE RESPIRATOR WITH NOSE FLANGE, MEDIUM (MOLDEX N95)	500	EA	NO BID		NO BID	
28-20-03-16	PARTICULATE RESPIRATOR WITH NOSE FLANGE, LARGE (MOLDEX N95)	500	EA	NO BID		NO BID	
28-20-03-17	PROTECTIVE EYEWEAR, (NEMESIS V30)	400	EA	NO BID		NO BID	
28-20-03-18	PROTECTIVE EYEWEAR, POLARIZED (NEMESIS)	100	EA	NO BID		NO BID	
28-20-03-19	PROTECTIVE EYEWEAR, RX READER, 1.5, 2.0, 2.5 MAGNIFICATION, CLEAR (NEMESIS)	120	EA	NO BID		NO BID	
28-20-03-20	FOG FREE, PROCEDURE FACE MASK WITH WRAP AROUND SPLASHGUARD VISOR (Fluidshied ® or CITY APPROVED EQUAL)	750	EA	NO BID		NO BID	
28-20-03-21	MOLDER SURGICAL MASK	1000	EA	NO BID		NO BID	
28-20-03-22	COLLECTION BAG WITH HOOK, 3 LITER, 8" x 13" (HARTWELL'S BIOHOOP) - NO SUBSTITUTIONS	360	EA	NO BID		NO BID	
28-20-03-23	BIOHAZARD INFECTIOUS WASTE BAG, 7-10 GALLON, 23" x 23", 1.5 mil THICK	250	EA	NO BID		NO BID	
28-20-03-24	BIOHAZARD BAG, 17" x 18"	20	PACKAGE	NO BID		NO BID	
28-20-03-25	TINCTURE OF BENZOIN SWAB STICK (PDI)	500	EA	NO BID		NO BID	
28-20-03-26	DELUXE INFECTION CONTROL KIT (MORRISON MEDICAL #4990721)	20	EA	NO BID		NO BID	
28-20-03-27	SHOE COVER WITH ELASTIC TOP, NON-CONDUCTIVE, FLUID REPELLANT, ONE SIZE FITS ALL	400	EA	NO BID		NO BID	
28-20-03-28	SaniZide® DISINFECTANT SPRAY BOTTLE, 32 oz. (OR CITY APPROVED EQUAL)	75	BOTTLE	6.900	$ 517.50	NO BID	

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO UNIT PRICE	MEDCO AMOUNT	INTEGRA PHARMA SOLUTIONS, LLC UNIT PRICE	INTEGRA PHARMA SOLUTIONS, LLC AMOUNT
28-20-03-29	SaniZide® DISINFECTANT, GALLON BOTTLE (OR CITY APPROVED EQUAL)	10	BOTTLE	19.020	$ 190.20	NO BID	
28-20-03-30	SaniZide® DISINFECTANT WIPES, 160 COUNT CANISTER (OR CITY APPROVED EQUAL)	50	CANISTER	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 3					**$ 3,729.26**		**$ -**

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO		INTEGRA PHARMA SOLUTIONS, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 4 - INTRAVENOUS SUPPLIES							
28-20-04-01	LATEX FREE DISPOSABLE TOURNIQUET, 1" X 18"	3800	EA	NO BID		NO BID	
28-20-04-02	Curaplex Select Ext Set, 8 in, Removable Luer Locking Site, Pinch Clamp, Spin Lock Connection	750	EA	NO BID		NO BID	
28-20-04-03	Pressure Infusion (400psig) Extension Set, 7 in, w/Microclave, Purple Slide Clamp	500	EA	NO BID		NO BID	
28-20-04-04	Curaplex Select IV Admin Set, 60 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection	100	EA	NO BID		NO BID	
28-20-04-05	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection	1500	EA	NO BID		NO BID	
28-20-04-06	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, 6 in Ext Set w/Pinch Clamp	500	EA	NO BID		NO BID	
28-20-04-07	CLEARSAFE® IV CATHETER, 14 GAUGE x 1-1/4" - NO SUBSTITUTIONS	400	EA	NO BID		NO BID	
28-20-04-08	CLEARSAFE® IV CATHETER, 16 GAUGE x 1-1/4" - NO SUBSTITUTIONS	400	EA	NO BID		NO BID	
28-20-04-09	CLEARSAFE® IV CATHETER, 18 GAUGE x 1-1/4" - NO SUBSTITUTIONS	1200	EA	NO BID		NO BID	
28-20-04-10	CLEARSAFE® IV CATHETER, 20 GAUGE x 1-1/4" - NO SUBSTITUTIONS	1200	EA	NO BID		NO BID	
28-20-04-11	CLEARSAFE® IV CATHETER, 22 GAUGE x 1" - NO SUBSTITUTIONS	400	EA	NO BID		NO BID	
28-20-04-12	CLEARSAFE® IV CATHETER, 24 GAUGE x 3/4" - NO SUBSTITUTIONS	200	EA	NO BID		NO BID	
28-20-04-13	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 18 GAUGE x 1-1/2"	400	EA	NO BID		NO BID	
28-20-04-14	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 22 GAUGE x 1-1/2"	200	EA	NO BID		NO BID	
28-20-04-15	HYPODERMIC NEEDLE, 21 GAUGE x 1"	200	EA	NO BID		NO BID	
28-20-04-16	HYPODERMIC NEEDLE, 27 GAUGE x 1/2"	200	EA	NO BID		NO BID	
28-20-04-17	SAFETY SYRINGE, 1cc, 25 GAUGE x 5/8"	250	EA	NO BID		NO BID	
28-20-04-18	Syringe and Needle, VanishPoint Retractable, 3cc, 25 ga x 1 inch	250	EA	NO BID		NO BID	
28-20-04-19	Syringe and Needle, VanishPoint Retractable, 5cc, 21 ga x 1 inch	400	EA	NO BID		NO BID	
28-20-04-20	Luer-Lok™ SYRINGE, 3cc	650	EA	NO BID		NO BID	
28-20-04-21	Luer-Lok™ SYRINGE, 5cc	300	EA	NO BID		NO BID	
28-20-04-22	Luer-Lok™ SYRINGE, 10cc	650	EA	NO BID		NO BID	
28-20-04-23	Luer-Lok™ SYRINGE, 12cc	400	EA	NO BID		NO BID	
28-20-04-24	Luer-Lok™ SYRINGE, 20cc	400	EA	NO BID		NO BID	
28-20-04-25	Luer-Lok™ SYRINGE, 30-35cc	100	EA	NO BID		NO BID	
28-20-04-26	Luer-Lok™ SYRINGE, 50-60cc	150	EA	NO BID		NO BID	
28-20-04-27	SYRINGE AND NEEDLE, 3cc, 18 GAUGE x 1-1/2"	300	EA	NO BID		NO BID	
28-20-04-28	SYRINGE AND NEEDLE, 5cc, 20 GAUGE x 1"	200	EA	NO BID		NO BID	
28-20-04-29	SYRINGE AND NEEDLE, 10cc, 20 GAUGE x 1"	400	EA	NO BID		NO BID	
28-20-04-30	BLUNT PLASTIC CANNULA (BD™ #303345)	100	EA	NO BID		NO BID	
28-20-04-31	BAXTER, 3-WAY STOPCOCK WITH EXTENSION TUBING	24	EA	NO BID		NO BID	
28-20-04-32	CHEST DECOMPRESSION KIT (MOTION MEDICAL #1681)	6	EA	NO BID		NO BID	
28-20-04-33	ARS NEEDLE DECOMPRESSION KIT, 10 GA X 3.25 IN, W/PROTECTIVE CASE	10	EA	NO BID		NO BID	
28-20-04-34	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case	10	EA	NO BID		NO BID	
28-20-04-35	ALCOHOL PREPS, 70% ISOPROPYL, 1-1/4" x 2-1/2"	38800	EA	1.520	$ 58,976.00	NO BID	
28-20-04-36	POVIDONE-IODINE WIPES, 1-3/4" x 3-1/4"	3500	EA	3.990	$ 13,965.00	NO BID	

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MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO UNIT PRICE	MEDCO AMOUNT	INTEGRA PHARMA SOLUTIONS, LLC UNIT PRICE	INTEGRA PHARMA SOLUTIONS, LLC AMOUNT
	DISPOSABLE INFU-SURGE PRESSURE BAG WITH BULB AND GAUGE, 1000ml (VENTLAB VC410 OR CITY APPROVED EQUAL)						
28-20-04-37		125	EA	NO BID		NO BID	
28-20-04-38	IV Start Kit - IV Guard, Lock, Flush	500	EA	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 4					**$ 72,941.00**		**$ -**

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MEDICAL SUPPLIES CATEGORY 5 - MISCELLANEOUS SUPPLIES							
28-20-05-01	DISPOSABLE COLD PACK/COMPRESS, QUICK ACTIVATION, 6" x 9"	500	EA	6.61	$ 3,305.00	NO BID	
28-20-05-02	HOT PACKS, 6" x 8"	300	EA	10.31	$ 3,093.00	NO BID	
28-20-05-03	TRIAGE TAGS, METTAG, 50 PER PACKAGE	50	PACKAGE	NO BID		NO BID	
28-20-05-04	TRIAGE TAGS, ALL RISK WRISTBAND STYLE, 50 PER PACKAGE (DISASTER MANAGEMENT SYSTEMS #05420)	5	PACKAGE	NO BID		NO BID	
28-20-05-05	ALCOHOL, 70% ISOPROPYL, 16 oz BOTTTLE	250	BOTTLE	1.60	$ 400.00	NO BID	
28-20-05-06	AMMONIA INHALANT AMPULES	1800	AMPULE	2.61	$ 4,698.00	NO BID	
28-20-05-07	SCISSORS, 7-1/4" (PARA-MED OR CITY APPROVED EQUAL)	250	EA	0.77	$ 192.50	NO BID	
28-20-05-08	RING CUTTER	22	EA	5.57	$ 122.54	NO BID	
28-20-05-09	RING CUTTER REPLACEMENT BLADES	22	EA	NO BID		NO BID	
28-20-05-10	INFANT SWADDLING/BUNTING, ISOTHERMAL FOUL (GAM OR CITY APPROVED EQUAL)	20	EA	NO BID		NO BID	
28-20-05-11	LIGHTWEIGHT ANODIZED ALUMINUM CLIPBOARD WITH SELF LOCKING LATCH AND DUAL TRAY, 9" x 14" (POSSEE OR CITY APPROVED EQUAL)	10	EA	NO BID		NO BID	
28-20-05-12	DISPOSABLE OBSTRETICAL KIT, SHOULD CONTAIN: GLOVES, STERILE OB PAD, SCAPEL, DRAPE SHEET, RECEIVING BLANKET, OB TOWEL, PLASTIC BAG FOR PLACENTA, GAUZE SPONGES, BULB SYRINGE, UMBILICAL CLAMPS, ALCOHOL PREPS, TWIST TIES, NYLON TIE-OFFS, TOWELS)	60	EA	NO BID		NO BID	
28-20-05-13	STERILE BULB SYRINGE, 3 oz	44	EA	NO BID		NO BID	
28-20-05-14	FIRST AID 10 PERSON KIT (First Aid Only® MODEL 222-U)	25	EA	12.47	$ 311.75	NO BID	
28-20-05-15	EAR PLUGS WITH CORD (SPARKPLUGS OR CITY APPROVED EQUAL)	500	EA	NO BID		NO BID	
28-20-05-16	NAIL POLISH REMOVER WIPES	2400	EA	NO BID		NO BID	
28-20-05-17	5.11 TACTILE RUSH MOAB 10 GEAR BAG, BLACK #56964-19	15	EA	NO BID		NO BID	
28-20-05-18	EMS FIELD GUIDE	15	EA	NO BID		NO BID	
28-20-05-19	SunX® SPF30 LOTION POUCHES, 200 POUCHES PER PACKAGE #71430	5	PACKAGE	NO BID		NO BID	
28-20-05-20	REPLACEMENT BATTERY FOR LAERDAL SUCTION UNIT, #L780400	6	EA	NO BID		NO BID	
28-20-05-21	Suction Cups, for LUCAS 2, Disposable	100	EA	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 5					**$ 12,122.79**		**$ -**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 6 - MONITOR/DIAGNOSTIC SUPPLIES							
28-20-06-01	COVIDIEN MICROSTREAM FILTERLINE SET, ADULT/PEDIATRIC	1200	EA	NO BID		NO BID	
28-20-06-02	COVIDIEN MICROSTREAM FILTERLINE SET, INFANT/NEONATE	200	EA	NO BID		NO BID	
28-20-06-03	COVIDIEN MICROSTREAM SMART CAPNOLINE®, ADULT/INTERMEDIATE W/O2 TUBING	1000	EA	NO BID		NO BID	
28-20-06-04	COVIDIEN MICROSTREAM SMART CAPNOLINE®, PEDIATRIC W/O2 TUBING	300	EA	NO BID		NO BID	
28-20-06-05	COVIDIEN MICROSTREAM SMART CAPNOLINE®, PLUS NO O2 DELIVERY	500	EA	NO BID		NO BID	
28-20-06-06	Nellcor™ OxiSensor® ll, ADULT, 18" CABLE	48	EA	NO BID		NO BID	
28-20-06-07	Nellcor™ OxiSensor® ll, ADULT, 36" CABLE	24	EA	NO BID		NO BID	
28-20-06-08	Nellcor™ OxiSensor® ll, PEDIATRIC	48	EA	NO BID		NO BID	
28-20-06-09	Nellcor™ OxiSensor® ll, INFANT	48	EA	NO BID		NO BID	
28-20-06-10	Nellcor™ DuraSensor DS100A FINGER CLIP SENSOR, ADULT	2	EA	NO BID		NO BID	
28-20-06-11	EC-4 Nellcor™ SENSOR EXTENSION CABLE, 4' length	2	EA	NO BID		NO BID	
28-20-06-12	PORTABLE CO-OXIMETER, MASIMO RAD 57C, #2711-25003	1	EA	NO BID		NO BID	
28-20-06-13	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC (Rainbow or SpO2)	10	EA	NO BID		NO BID	
28-20-06-14	BLOOD PRESSURE KIT, SYSTEM 5 (MEDSOURCE #MS MED5N)	2	EA	NO BID		NO BID	
28-20-06-15	HAND HELD OXIMETER (BCI® 3301)	6	EA	NO BID		NO BID	
28-20-06-16	CARRY CASE FOR BCI® 3301 HAND HELD OXIMETER	6	EA	NO BID		NO BID	
28-20-06-17	ELECTRODES, ADULT (AMBU® BlueSensor SP-00-S)	5000	EA	NO BID		NO BID	
28-20-06-18	ELECTRODES, PEDIATRIC (KENDALL MEDI-TRACE 135)	1000	EA	NO BID		NO BID	
28-20-06-19	SINGLE USE ELECTRODES, PRE-GELLED, 1-3/16" ROUND, ADULT (KENDALL MEDI-TRACE 530) - NO SUBSTITUTIONS	3600	PK	NO BID		NO BID	
28-20-06-20	QUICK COMBO ELECTRODE PADS, ADULT, EDGE SYSTEM WITH PRECONNECT SYSTEM , PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	80	PAIR	NO BID		NO BID	
28-20-06-21	QUICK COMBO ELECTRODE PADS, PEDIATRIC, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	50	PAIR	NO BID		NO BID	
28-20-06-22	QUICK COMBO REDI-PAK DEFIBRILLATION PADS, ADULT, PHSYIO CONTROL LIFEPAK 15 COMPATIBLE	50	PAIR	NO BID		NO BID	
28-20-06-23	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC	20	EA	NO BID		NO BID	
28-20-06-24	MASIMO SET LNCS INF-L INFANT ADHESIVE SENSOR, DISPOSABLE, FOR PTS 3-20KG	50	EA	NO BID		NO BID	
28-20-06-25	MEDI-TRACE RECORDING PAPER, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	100	ROLL	NO BID		NO BID	
28-20-06-26	DISPOSABLE PENLIGHT WITH PUPIL GAUGE	460	EA	5.77	$ 2,654.20	NO BID	

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28-20-06-27	3M™ LITTMAN CLASSIC II STETHOSCOPE - NO SUBSTITUTIONS	30	EA	48.13	$ 1,443.90	NO BID	
28-20-06-28	SPRAGUE-RAPPAPORT STETHOSCOPE WITH 5 INTERCHANGABLE CHEST PIECES, BLACK	24	EA	8.82	$ 211.68	NO BID	
28-20-06-29	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, INFANT	16	EA	NO BID		NO BID	
28-20-06-30	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, CHILD	16	EA	NO BID		NO BID	
28-20-06-31	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, ADULT	16	EA	NO BID		NO BID	
28-20-06-32	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, LARGE ADULT	10	EA	NO BID		NO BID	
28-20-06-33	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro™ CUFF WITH PLACEMENT MARKINGS, THIGH	10	EA	NO BID		NO BID	
28-20-06-34	INFRARED TEMPORAL SCANNER (EXERGEN CORPORATION TAT-2000) - NO SUBSTITUTIONS	6	EA	NO BID		NO BID	
28-20-06-35	EXERGEN DISPOSABLE THERMOMETER SHEATHS - NO SUBSTITUTIONS	300	EA	NO BID		NO BID	
28-20-06-36	ELECTRONIC THERMOMETER WITH HOLDER (WELCH ALLYN SURETEMP PLUS, MODEL 690) NO SUBSTITUTIONS	6	EA	NO BID		NO BID	
28-20-06-37	DISPOSABLE PROBE COVERS FOR WELCH ALLYN SURETEMP PLUS THERMOMETER	500	EA	9.850	$ 4,925.00	NO BID	
28-20-06-38	DIGITAL THERMOMETER (Adtemp™ ll 413)	6	EA	5.190	$ 31.14	NO BID	
28-20-06-39	DISPOSABLE PROBE COVERS FOR Adtemp™ ll 413 DIGITAL THERMOMETER	400	EA	2.830	$ 1,132.00	NO BID	
28-20-06-40	DISPOSABLE PROBE COVER FOR BRAUN THERMOSCAN® PRO 4000 EAR THERMOMETER	400	EA	1.410	$ 564.00	NO BID	
28-20-06-41	BLOOD GLUCOSE METER (Assure Prism Multi) - NO SUBSTITUTIONS	3	EA	NO BID		NO BID	
28-20-06-42	Control Solution, Assure Prism Multi, L1 and L2 NO SUBSTITUTIONS	10	BOTTLE	NO BID		NO BID	
28-20-06-43	BLOOD GLUCOSE METER TEST STRIPS FOR ASSURE PRISM MULTI - NO SUBSTITUTIONS	150	BX	NO BID		NO BID	
28-20-06-44	AUTOMATICE LANCET (HAEMOLANCE™ OR SENSILANCE™)	750	BX	NO BID		NO BID	
28-20-06-45	Veni-Gard® CONMED, ADULT - NO SUBSTITUTIONS	5250	EA	NO BID		NO BID	
28-20-06-46	Veni-Gard® CONMED, PEDIATRIC - NO SUBSTITUTIONS	1200	EA	NO BID		NO BID	
28-20-06-47	DISPOSABLE PREP RAZOR (DYNAREX GALLANT OR CITY APPROVED EQUAL)	250	EA	1.440	$ 360.00	NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 6					**$ 11,321.92**		**$ -**

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MEDICAL SUPPLIES CATEGORY 7 - PATIENT HANDLING SUPPLIES							
28-20-07-01	LONG PLASTIC BACKBOARD WITH PINS, RED (450 LB MINIMUM WEIGHT LOAD)	50	EA	166.750	$ 8,337.50	NO BID	
28-20-07-02	IMPRINTING OF RICHARDSON FIRE DEPARTMENT ON BACKBOARDS (ALL INCLUSIVE PRICING)	50	EA	NO BID		NO BID	
28-20-07-03	ULTRA SHORT BOARD, NO PINS, BLUE, DS	2	EA	153.470	$ 306.94	NO BID	
28-20-07-04	ULTRA SHORT BOARD, NO PINS, YELLOW	5	EA	153.470	$ 767.35	NO BID	
28-20-07-05	ULTRA SPACESAVER FOLDING BACKBOARD WITH PINS, YELLOW	5	EA	371.950	$ 1,859.75	NO BID	
28-20-07-06	REUSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, METAL PUSH BUTTON RELEASE WITH LOOP LOCK, 5 FT	24	EA	NO BID		NO BID	
28-20-07-07	DISPOSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, LOOP LOCK, 5 FT, ORANGE	24	EA	NO BID		NO BID	
28-20-07-08	REUSABLE RESTRAINT STRAP, TWO-PIECE, METAL PUSH BUTTON BUCKLE WITH SWIVEL QUICK CLIP, 5 FT, MAROON	24	EA	NO BID		NO BID	
28-20-07-09	EP&R SPIDER POLYPROPYLENE RESTRAINT STRAP, RED/BLACK	12	EA	NO BID		NO BID	
28-20-07-10	QUICK RELEASES FOAM LIMB HOLDERS (Posey® # 2532)	200	EA	NO BID		NO BID	
28-20-07-11	ADJUSTABLE CERVICAL COLLAR, ADULT (AMBU PERFIT ACE) - NO SUBSTITUTIONS	1300	EA	NO BID		NO BID	
28-20-07-12	ADJUSTABLE CERVICAL COLLAR, PEDIATRIC (AMBU PERFIT ACE) - NO SUBSTITUTIONS	400	EA	NO BID		NO BID	
28-20-07-13	CERVICAL IMMOBILZATION DEVICE	900	EA	NO BID		NO BID	
28-20-07-14	DISPOSABLE PILLOW, 17" x 23"	20	EA	NO BID		NO BID	
28-20-07-15	STAPH-CHECK REUSABLE PILLOW, 17" x 20"	20	EA	NO BID		NO BID	
28-20-07-16	DISPOSABLE PILLOWCASE, TISSUE POLY, WHITE, 21" x 30"	400	EA	19.130	$ 7,652.00	NO BID	
28-20-07-17	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FITTED COT SHEET, 30" x 24"	150	EA	NO BID		NO BID	
28-20-07-18	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FLAT COT SHEET, 40" x 84"	250	EA	NO BID		NO BID	
28-20-07-19	GRAHAM MEDIAL MEGA MOVER #51926 - NO SUBSTITUTIONS	100	EA	NO BID		NO BID	
28-20-07-20	MED TECH VSB 6'	2	EA	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 7					**$ 18,923.54**		**$ -**

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				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
MEDICAL SUPPLIES CATEGORY 8 - WOUND CARE SUPPLIES							
28-20-08-01	SOF TACTICAL TOURNIQUET, BLACK (#SOFTT-NH) - NO SUBSTITUTIONS	25	EA	NO BID		NO BID	
28-20-08-02	CAT TOURNIQUET, ORANGE (TRAINER) - NO SUBSTITUTIONS	20	EA	NO BID		NO BID	
28-20-08-03	CAT TOURNIQUET, BLACK - NO SUBSTITUTIONS	50	EA	NO BID		NO BID	
28-20-08-04	CHEST SEAL (ASHERMAN 8491)	300	EA	NO BID		NO BID	
28-20-08-05	NON-STERILE TRIANGULAR BANDAGE, 36" x 36" x 51"	700	EA	0.410	$ 287.00	NO BID	
28-20-08-06	Kendall's Kerlix® NON-STERILE BANDAGE ROLL, 4" (OR CITY APPROVED EQUAL)	1500	EA	NO BID		NO BID	
28-20-08-07	DUKAL SELF ADHERING ELASTIC COMPRESSION BANDAGE, 4" (OR CITY APPROVED EQUAL)	350	EA	NO BID		NO BID	
28-20-08-08	BENZION TINCTURE STERI-STRIP, .66ml/vl	120	EA	35.880	$ 4,305.60	NO BID	
28-20-08-09	Curaplex® Fabric Adhesive Bandage (X-Large), 2in x 4in – Item # 1122-14964	1000	EA	NO BID		NO BID	
28-20-08-10	Curaplex Fabric Adhesive Bandage (Knuckle), 3in x 1 1/2in – Item # 1122-14966	1000	EA	1.470	$ 1,470.00	NO BID	
28-20-08-11	Curaplex Fabric Adhesive Bandage (Fingertip), 1 3/4in x 2in – Item # 1122-14962	1000	EA	1.170	$ 1,170.00	NO BID	
28-20-08-12	Curaplex Fabric Adhesive Bandage, 1in x 3in – Item # 1122-14960	1000	EA	NO BID		NO BID	
28-20-08-13	Looney Tunes Character Adhesive Bandage, 3/4in x 3in, Bugs Bunny and Daffy Duck - item: # 18721 or #18723	1000	EA	NO BID		NO BID	
28-20-08-14	SHEER STRIP BANDAGE, 3/4" x 3" (J & J Band Aid® or Kendall Curity®) - NO SUBSTITUTIONS	250	EA	NO BID		NO BID	
28-20-08-15	FLEXIBLE FABRIC ADHESIVE BANDAGE, 1" x 3" (J & J Band Aid® or Kendall Curity®) - NO SUBSTITUTIONS	3500	EA	6.600	$ 23,100.00	NO BID	
28-20-08-16	NON-STERILE GAUZE, ROLLED, 4"	1200	EA	4.360	$ 5,232.00	NO BID	
28-20-08-17	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 4"	200	EA	NO BID		NO BID	
28-20-08-18	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 6"	200	EA	6.390	$ 1,278.00	NO BID	
28-20-08-19	Celox™ Z-FOLD GAUZE, 3" x 5'	100	EA	NO BID		NO BID	
28-20-08-20	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 4" x 4"	8000	EA	5.410	$ 43,280.00	NO BID	
28-20-08-21	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 5" x 9"	400	EA	NO BID		NO BID	
28-20-08-22	STERILE GAUZE ABDOMNIAL PAD DRESSING, INDIVIDUALLY PACKED, 8" x 10"	248	EA	2.310	$ 572.88	NO BID	
28-20-08-23	Vasoline® GAUZE PAD, 3" x 9"	300	EA	NO BID		NO BID	
28-20-08-24	MULTI-TRAUMA DRESSING, 12" x 30"	100	EA	0.750	$ 75.00	NO BID	
28-20-08-25	STERILE OVAL EYE PAD, 2-1/8" x 2-5/8"	500	EA	3.480	$ 1,740.00	NO BID	
28-20-08-26	Curasilk® HYPO-ALLERGENIC TAPE, 1" (OR CITY APPROVED EQUAL)	288	EA	12.540	$ 3,611.52	NO BID	
28-20-08-27	Curasilk® HYPO-ALLERGENIC TAPE, 3" (OR CITY APPROVED EQUAL)	96	EA	NO BID		NO BID	
28-20-08-28	Curity® HYPO-ALLERGENIC TAPE, CLEAR, 1" (OR CITY APPROVED EQUAL)	288	EA	9.030	$ 2,600.64	NO BID	

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO UNIT PRICE	MEDCO AMOUNT	INTEGRA PHARMA SOLUTIONS, LLC UNIT PRICE	INTEGRA PHARMA SOLUTIONS, LLC AMOUNT
28-20-08-29	Curity® HYPO-ALLERGENIC TAPE, CLEAR, 3" (OR CITY APPROVED EQUAL)	96	EA	NO BID		NO BID	
28-20-08-30	3M™ DERMICEL SILK TAPE, 1" x 10 yds	12	EA	NO BID		NO BID	
28-20-08-31	3M™ DERMICEL SILK TAPE, 2" x 10 yds	12	EA	NO BID		NO BID	
28-20-08-32	3M™ DERMICEL CLOTH TAPE, 1/2" x 10 yds	12	EA	NO BID		NO BID	
28-20-08-33	3M™ TRANSPORE, TAPE, 1" x 10 yds	144	EA	14.700	$ 2,116.80	NO BID	
28-20-08-34	HYDROGEN PEROXIDE, 16 oz BOTTLE	112	BOTTLE	0.650	$ 72.80	NO BID	
28-20-08-35	TRIPLE ANTIBOTIC OINTMENT, 1 GRAM PACKET	1440	EA	6.710	$ 9,662.40	NO BID	
28-20-08-36	STERILE WATER IRRIGATION SOLUTION, 250ml	150	BOTTLE	NO BID		NO BID	
28-20-08-37	STERILE WATER IRRIGATION SOLUTION, 500 ml (BRAUN)	200	EA	NO BID		NO BID	
28-20-08-38	STERILE, NON-WOVEN BURN SHEET, 60" x 96"	200	EA	NO BID		NO BID	
28-20-08-39	3M™ COBAN SELF ADHERENT WRAP, 4" x 5 yds (OR CITY APPROVED EQUAL)	350	EA	49.880	$ 17,458.00	NO BID	
28-20-08-40	SAM® SPLINT, 36" ROLL (OR CITY APPROVED EQUAL)	100	EA	7.010	$ 701.00	NO BID	
28-20-08-41	DISPOSABLE VACUUM SPLINT, WRIST/ANKLE (MD1 #562011) - NO SUBSTITUTIONS	20	EA	17.390	$ 347.80	NO BID	
28-20-08-42	DISPOSABLE VACUUM SPLINT, ARM (MDI #562015) - NO SUBSTITUTIONS	20	EA	19.490	$ 389.80	14.99	$ 299.80
28-20-08-43	DISPOSABLE VACUUM SPLINT, LEG (MDI #562025) - NO SUBSTITUTIONS	20	EA	29.610	$ 592.20	49.99	$ 999.80
28-20-08-44	DISPOSABLE VACUUM SPLINT, SET (MDI #567701) - NO SUBSTITUTIONS	5	EA	151.110	$ 755.55	NO BID	
28-20-08-45	PADDED BOARD SPLINT, 2" x 6"	6	EA	NO BID		NO BID	
28-20-08-46	PADDED BOARD SPLINT, 3" x 9"	12	EA	NO BID		NO BID	
28-20-08-47	PADDED BOARD SPLINT, 3" x 18"	12	EA	NO BID		NO BID	
28-20-08-48	PADDED BOARD SPLINT, KIT	2	EA	NO BID		NO BID	
28-20-08-49	QUIKCLOT COMBAT HEMOSTATIC GAUZE, 3" x 4yd Strip, Z-FOLD	20	EA	NO BID		58.800	$ 1,176.00
28-20-08-50	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaoli	20	EA	NO BID		NO BID	
28-20-08-51	Curaplex Stop the Bleed Basic Multi Pack	5	EA	NO BID		NO BID	
28-20-08-52	SAM PELVIC SLING II - SMALL, MED, LG	30	EA	NO BID		114.990	$ 3,449.70
28-20-08-53	Tourniquet, SAM Junctional, incl 2 Target Compression Devices, Hand Pump, Aux Strap, Extender, IFU	5	EA	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 8					**$ 120,818.99**		**$ 5,925.30**
MEDICAL SUPPLIES CATEGORY 9 - OVER THE COUNTER MEDICATION							
28-20-09-01	ACETAMINOPHEN, 500 MG TABLET, 2 TABLETS PER PACKET	250	EA	4.670	$ 1,167.50	NO BID	
28-20-09-02	PSEDUOVAL, 30 MG TABLET, 2 TABLETS PER PACKET	100	EA	NO BID		NO BID	
28-20-09-03	IBUPROFEN, 30 MG TABLET, 2 TABLETS PER PACKET	500	EA	15.450	$ 7,725.00	NO BID	
28-20-09-04	BISMUTH, 262 MG TABLET, 2 TABLETS PER PACKET	100	EA	NO BID		2.880	$ 288.00
28-20-09-05	ASPIRIN, 325 MG TABLET, 2 TABLETS PER PACKET	500	EA	3.660	$ 1,830.00	NO BID	
28-20-09-06	TYLENOL® EXTRA STRENGTH CAPLETS, 500 MG CAPLET, 2 CAPLETS PER PACKET	250	EA	12.570	$ 3,142.50	NO BID	
28-20-09-07	PHENLEPHRINE, 5 MG TABLET, 2 TABLETS PER PACKET	250	EA	NO BID		NO BID	
TOTAL MEDICAL SUPPLIES CATEGORY 9					**$ 13,865.00**		**$ 288.00**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO UNIT PRICE	MEDCO AMOUNT	INTEGRA PHARMA SOLUTIONS, LLC UNIT PRICE	INTEGRA PHARMA SOLUTIONS, LLC AMOUNT
PHARMACEUTICALS - GROUP I							
28-20-10-01	8.4% SODIUM BICARBONATE, INJECTION 50mEq	19	BOX	NO BID		5.79	$ 110.01
28-20-10-02	0.9% SODIUM CHLORIDE, IV BAG, 1000 ml	250	CASE	NO BID		21.20	$ 5,300.00
28-20-10-03	0.9% SODIUM CHLORIDE, IV BAG, 500 ml	100	CASE	NO BID		251.76	$ 25,176.00
28-20-10-04	0.9% SODIUM CHLORIDE, IV BAG, 250 ml	5	CASE	NO BID		78.29	$ 391.45
28-20-10-05	0.9% SODIUM CHLORIDE FLUSH SYRINGE, 10 ml in 12ml LUER LOCK SYRINGE	48	BOX	NO BID		101.99	$ 4,895.52
28-20-10-06	CHEWABLE ASPIRIN, 81 mg, 36 COUNT	120	BOTTLE	1.040	$ 124.80	1.22	$ 146.40
28-20-10-07	PRE-FILLED ADENOSINE INJECTION, 12mg /4ml	10	BOX	NO BID		56.29	$ 562.90
28-20-10-08	ALBUTEROL SULFATE, 2.5 mg/3ml	30	BOX	NO BID		6.49	$ 194.70
28-20-10-09	AMIODARONE HYDROCHLORIDE INJECTION, 150mg/3ml VIAL	16	PACK	NO BID		4.99	$ 79.84
28-20-10-10	ATROPINE SULFATE INJECTION, 1mg/10ml LUER LOCK PRE-FILLED SYRINGE	40	PACK	NO BID		19.23	$ 769.20
28-20-10-11	CALCIUM CHLORIDE, 1 GRAM PRE-FILLED SYRINGE	17	PACK	NO BID		NO BID	
28-20-10-12	25% DEXTROSE, 2.5 grams/10ml LUER LOCK PRE-FILLED SYRINGE	10	PACK	NO BID		27.49	$ 274.90
28-20-10-13	50% DEXTROSE, 25 grams/50 ml LUER LOCK PRE-FILLED SYRINGE	52	PACK	NO BID		28.79	$ 1,497.08
28-20-10-14	DIPHENHYDRAMIN, 50mg/ml vial	10	PACK	NO BID		4.99	$ 49.90
28-20-10-15	EPINEPHRINE, 1:1,000, 1mg/1ml AMPULE	12	PACK	NO BID		29.29	$ 351.48
28-20-10-16	EPINEPHRINE, 1:1,000, 1mg/1ml, 1 ml VIAL	6	PACK	NO BID		62.39	$ 374.34
28-20-10-17	EPINEPHRINE, 1:10,000 (.01mg/ml), 10 ml LUER LOCK PRE-FILLED SYRINGE	70	PACK	NO BID		17.99	$ 1,259.30
28-20-10-18	INSTA-GLUCOSE, 31 gm	40	PACK	NO BID		24.29	$ 971.60
28-20-10-19	Transcend Glucose Gel, Strawberry Flavor, 15g (OR CITY APPROVED EQUAL)	70	PACK	44.100	$ 3,087.00	4.79	$ 335.30
28-20-10-20	IPRATROPIUM BROMIDE, .02%, 2.5ml UNIT DOSE VIAL	32	BOX	NO BID		6.79	$ 217.28
28-20-10-21	LIDOCAINE INJECTION, 2%, 100mg (20mg/ml), 5ml PRE-FILLED LUERJET SYRINGE	30	PACK	NO BID		9.79	$ 293.70
28-20-10-22	LIDOCAINE HCI, 2%, 5mL, 20mg/ml TUBE	20	PACK	NO BID		NO BID	
28-20-10-23	Ansyr® MAGNESIUM SULFATE SYRINGE, 50%, 5 gm/10ml	12	PACK	NO BID		103.20	$ 1,238.40
28-20-10-24	METHYLPREDNISOLONE SODIUM SUCCINATE, 125mg VIAL tablets	10	BOX	NO BID		NO BID	
28-20-10-25	ENGERIX-B, 20mcg/1ml SDV	5	BOX	NO BID		91.77	$ 458.85
28-20-10-26	NALOXONE HYDRACHLORIDE INJECTION, 2mg/ml IN 2ml LUER LOCK PRE-FILLED SYRINGE	35	PACK	NO BID		NO BID	
28-20-10-27	DILTIAZEM, STERILE POWDER ADVANTAGE VIAL, 100mg	7	PACK	NO BID		37.09	$ 259.63
28-20-10-28	NITROGLYCERIN SPRAY, 4mg, 90 DOSE	145	EA	NO BID		148.44	$ 21,523.80
28-20-10-29	NITROGLYCERIN TABLET, .4mg, 25 TABLETS PER BOTTLE	40	BOTTLE	NO BID		24.29	$ 971.60
28-20-10-30	ONDANSETRON INJECTION, 2mg/2ml, 4mg in 2ml VIAL	16	PACK	NO BID		17.49	$ 279.84
28-20-10-31	ONDANSETRON, 4mg ORALLY DISENTEGRATING TABLETS	155	BOX	NO BID		2.39	$ 370.45
28-20-10-32	CYANOKIT, 5gm HYDROXOCOBALAMIN KIT (CONTAINS ONE IV AMIN SET AND ONE TRANSFER SPIKE)	20	EA	NO BID		63.49	$ 1,269.80
28-20-10-33	ROCURONIUM BROMIDE 10 mg/ml 10ML VIAL	3	BOX	NO BID		99.25	$ 297.75
28-20-10-34	VECURONIUM BROMIDE 10mg/10ml VIAL (POWDER)	3	BOX	NO BID		114.00	$ 342.00
28-20-10-35	TRANEXAMIC ACID, 100mg/ml, 10ml VIAL	3	BOX	NO BID		85.49	$ 256.47
28-20-10-36	ADENOSINE, 6mg, 2ml SDV	8	BOX	NO BID		55.65	$ 445.20
28-20-10-37	10% DEXTROSE INJECTION 250ml IV Bag	4	CASE	NO BID		192.50	$ 770.00
TOTAL PHARMACEUTICALS - GROUP I					**$ 3,211.80**		**$ 71,734.69**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

BID NUMBER: 28-20
DATE OPENED: JANUARY 28, 2020

BID TABULATION
ANNUAL REQUIREMENTS CONTRACT FOR
MEDICAL SUPPLIES AND PHARMACEUTICALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	MEDCO UNIT PRICE	MEDCO AMOUNT	INTEGRA PHARMA SOLUTIONS, LLC UNIT PRICE	INTEGRA PHARMA SOLUTIONS, LLC AMOUNT
PHARMACEUTICALS - GROUP II							
28-20-11-01	FENTANYL CITRATE, .05mg/ml, 2ml VIAL	8	BOX	NO BID		NO BID	
28-20-11-02	MIDAZOLAM INJECTION, 1mg/ml, 5mL VIAL	30	BOX	NO BID		NO BID	
28-20-11-03	MORPHINE SULFATE INJECTION, 10mg/ml VIAL	4	BOX	NO BID		NO BID	
28-20-11-04	KETAMINE HYDROCHLORIDE, 500mg/5ml VIAL	8	BOX	NO BID		52.84	$ 422.72
28-20-11-05	KETAMINE HYDROCHLORIDE, 500mg/10ml VIAL	8	BOX	NO BID		58.12	$ 464.96
TOTAL PHARMACEUTICALS - GROUP II					**$ -**		**$ 887.68**
MEDICAL SUPPLIES - TOTAL GROSS PRICE					**$ 254,132.10**		**$ 11,967.30**
MEDICAL SUPPLIES - LINE ITEMS BID					**60 out of 334**		**6 out of 334**
PHARMACEUTICALS - TOTAL GROSS PRICE					**$ 3,211.80**		**$ 72,622.37**
PHARMACEUTICALS - LINE ITEMS BID					**2 out of 42**		**35 out of 42**
COMBINED - TOTAL GROSS PRICE					**$ 257,343.90**		**$ 84,589.67**
COMBINED - LINE ITEMS BID					**62 out of 376**		**41 out of 376**

Attachment: Bid 2820 Award_Redacte (Medical Supplies & Pharmaceuticals)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	John Cullison, Police Chief
Date:	November 8, 2022
Re:	Police Uniforms

Action Requested:

Consider and act to purchase uniforms and leather gear through a cooperative contract with GT Distributors in an amount not to exceed $50,000.00. (Berry)

Background Information:
Staff requests authorization to purchase uniforms for the Police Department through the following cooperative agreement.

- Cooperative Agency: BuyBoard
- Cooperative Contract #: 603-20

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.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
BuyBoard Contract Information

Staff Recommendation:

Authorize the purchase as recommended.

BuyBoard Vendor Contract Information Summary

Vendor Name	GT Distributors, Inc.
Contact	David Curtis
Phone Number	512-451-8298
Email	sales@gtdist.com
Website	www.gtdist.com
Federal ID	74-2339528
Accepts RFQs	Yes
Address Line 1	2545 Brockton Dr. Ste 100
Vendor City	Austin
Vendor Zip	78758
Vendor State	TX
Vendor Country	USA
Delivery Days	360
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Common Carrier
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	Alabama, Florida, Georgia, Louisiana, Michigan, Nebraska, New Mexico, Oklahoma, Tennessee, Texas
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract #	603-20
Effective Date	04/01/2020
Expiration Date	03/31/2023
Quote Reference Number	603-20
Return Policy	15% restocking fee for returns. Customized goods: no returns are permitted unless the item is defective. Returns are handled on a case by case basis. Please review our full return policy.

Attachment: GT - BuyBoard (Police Uniforms & Leather Gear)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Eric Everson, Assistant Fire Chief
Date:	November 8, 2022
Re:	Fire Department Uniforms

Action Requested:

Consider and act to purchase uniforms for the Fire Department through a cooperative contract with Galls in an amount not to exceed $60,000.00. (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

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.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
NCTCOG Award Document

Staff Recommendation:

Authorize the purchase as recommended.

DocuSign Envelope ID: BB4F0B76-8343-48F7-A7BF-5361D68D9E1B

AMENDMENT #1
to
Agreement # 2021-073 First Responder Uniforms, Accessories and Services

This AMENDMENT ("Amendment") to the Services Agreement #2021-073 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Galls, LLC.
1340 Russell Cave Road,
Lexington, KY 40505
Attn: Legal Department
(859) 800-1400
Smeltzer-Amelia@galls.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on **November 3, 2021**;

andWHEREAS, Section 9.15 if SHARE MSA of the Original Contract allows for

amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **extend the Original Contract through November 1, 2023. This is year 1 of 4 of the optional renewals.**
- **amend the Original Contract to include the language on Attachment I incorporated herein.**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Galls, LLC.

10/06/2022
Signature Date

Mike Fadden
Printed Name

CEO
Title

North Central Texas Council of Governments

DocuSigned by:
Mike Eastland 10/13/2022
A4E72C1DEF0F426...
Signature Date

R. Michael Eastland
Executive Director

Attachment: 2021-073 Renewal1 Galls Fully Executed 1 (Uniforms - Fire)

DocuSign Envelope ID: BB4F0B76-8343-48F7-A7BF-5361D68D9E1B

ATTACHMENT I

NCTCOG AGREEMENT/CONTRACT CLAUSES FOR ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).

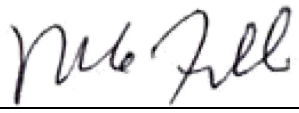
B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).

C) Telecommunications or video surveillance services used by such entities or using such equipment.

D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: 

NAME OF AUTHORIZED PERSON: Mike Fadden

Attachment: 2021-073 Renewal1 Galls Fully Executed 1 (Uniforms - Fire)

NAME OF COMPANY: Galls, LLC

DATE: 10/06/2022

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Attachment: 2021-073 Renewal1 Galls Fully Executed 1 (Uniforms - Fire)

DocuSign Envelope ID: BB4F0B76-8343-48F7-A7BF-5361D68D9E1B

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

A) means, with respect to the entity or association, to:

I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:
I. contracts with a sole-source provider; or
II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON: Mike Fadden

NAME OF COMPANY: Galls, LLC

DATE: 10/06/2022

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

Attachment: 2021-073 Renewal1 Galls Fully Executed 1 (Uniforms - Fire)

DocuSign Envelope ID: BB4F0B76-8343-48F7-A7BF-5361D68D9E1B

NAME OF COMPANY: _____

DATE: _____

Attachment: 2021-073 Renewal1 Galls Fully Executed 1 (Uniforms - Fire)

DocuSign Envelope ID: BB4F0B76-8343-48F7-A7BF-5361D68D9E1B

BOYCOTTING OF CERTAIN ENERGY COMPANIES

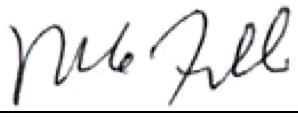
This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: 

NAME OF AUTHORIZED PERSON: Mike Fadden

NAME OF COMPANY: Galls, LLC

DATE: 10/06/2022

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

Attachment: 2021-073 Renewal1 Galls Fully Executed 1 (Uniforms - Fire)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Cody Webb, Director of Parks and Recreation
Date:	November 8, 2022
Re:	Shade Replacement at Old Celina Park

Action Requested:

Consider and act to purchase replacement shade fabric panels from Webuildfun through a cooperative contract with Buyboard in an amount of $69,791.00 plus ten percent contingency in the amount of $6,976.00 in an amount not to exceed $76,767.00. (Berry)

Background Information:
Staff requests authorization to procure twenty-eight (28) fabric shade panels to replace the existing panels at Old Celina Park. These panels were purchased and installed by the same company in 2005 and this company maintains all the original measurements. Some of the original panels have been removed due to safety concerns and the others show significant signs of deterioration. A contingency was built-in to the purchase in the event there are instillation issues due to wear and tear in the poles. This purchase will be made through the following cooperative agreement.

- Cooperative Agency: Buyboard
- Cooperative Contract #: 679-22

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.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

WEBUILDFUN

an exclusive Miracle Recreation Dealer for North and Central Texas

CONSULTANT	
Tracy Shore	(469) 416-1323

CUSTOMER INFORMATION

Customer: **City of Celina**
Contact: **Cody Webb**
Contact Info: **cwebb@celina-tx.gov**
Project Name: **Old Celina Park Shade Fabric Replacement**
Site Address: **12670 FM 428, Celina 75009**
End User: **City of Celina**

QUOTE	
Quote Date	Valid Until
10/13/2022	11/12/2022
Est. Delivery:	Est. Install
12-14 Weeks	TBD

Buyboard Contract # 679-22

ITEM	DESCRIPTION	QTY	EACH	TOTAL
FABRIC	4-Point sail fabric, 20x22, Shadesure	12	$2,437.50	$29,250.00
FABRIC	3-Point sail fabric, 18x25, Shadesure	4	$1,157.00	$4,628.00
FABRIC	3-Point sail fabric, 19x25, Shadesure	4	$1,209.00	$4,836.00
FABRIC	4-Point sail fabric, 20x23, Shadesure	4	$2,541.50	$10,166.00
FABRIC	4-Point sail fabric, 16x25, Shadesure	4	$2,275.00	$9,100.00
DISCOUNT	BuyBoard discount	5%		-$2,899.00
FREIGHT	Shipping			$1,100.00
INSTALL	Installation of (28) Shade Fabric Panels Shown Above			$13,580.00

Each fabric panel includes new cables and clamps. New replacement turnbuckles or shackles will be quoted as needed. Shades to be replaced are shown in the image below.

TAX EXEMPT ***Tax Exemption Certificate Provided***

Final Prices Subject to State and Local Sales Tax and Use Tax Rate **TOTAL** **$69,761.00**

Make Payable to: ***webuildfun, Inc PO Box 29, Allen, TX 75013***

Payment Terms ***Net 30*** **To be invoiced in full upon completion of project.**

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Approval Signature _____ Date _____ PO Number _____

Send completed quote and purchase order to: ***tracy@webuildfun.com***

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

Attachment: Old Celina Park Shade Fabric Replacement 10.13.2022 (Shade Replacement at Old Celina Park)

PHONE (972) 72

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Dusty McAfee AICP, Director of Development Services
Date:	November 8, 2022
Re:	Third Party Inspections

Action Requested:

Consider and act upon the purchase of third party inspection services from Burgess Construction Consultants Inc. and Bureau Veritas, at the unit prices listed, in an amount not to exceed $60,000.00 (Quigley)

Background Information:

The City entered into a professional services agreement with Bureau Veritas for plan review and inspection services on October 12, 2017. On August 11, 2022 the City entered into an agreement with Burgess Construction Consultants Inc. for inspection services. At the time of execution these services were on an as needed basis and the annual spend was not anticipated to go over $50,000. However, due to recent personnel loss the department has seen a large increase in the need for these services. The City is averaging over 300 inspections a day and have added public approach and sidewalk inspections for homes to the departments' daily tasks. Our current inspectors will need time to train new staff as the current pool of applicants are not certified. As commercial needs increase staff resources are being allocated to those more time consuming projects necessitating the need for outside assistance. The department recommends utilizing their services to cover staff shortages until new staff can be hired and trained.

Alternatives:

Council may reject the recommendation and direct staff.

Financial Considerations:

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.

Supporting Documents:

Burgess Agreement
Bureau Veritas Agreement

Staff Recommendation:

Authorize the purchases as recommended.

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 **Burgess** (hereinafter referred to as the "Provider") for **third party inspections**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: Third Party Inspections (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A-Scope of Work. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from the date of final execution. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in Exhibit A- Scope of work, attached hereto and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in Exhibit A.

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.

8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.

9. **INFORMATION PROVIDED BY THE CITY**. Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.

10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit B.** 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

Attachment: Fully Executed Agreement with Exhibits_Burgess (Third Party Inspections)

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

Attachment: Fully Executed Agreement with Exhibits_Burgess (Third Party Inspections)

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

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

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

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

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

1. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

Attachment: Fully Executed Agreement with Exhibits_Burgess (Third Party Inspections)

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

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

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

Provider
Burgess Construction Consultants, Inc.
1255 W. 15th Street, Suite 900
Plano, TX 75075
info@burgess-inc.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. **CONFLICT.** If a conflict exists between this Agreement, and an Exhibit, the Solicitation and/or the Response, then such conflicts shall be resolved as follows:

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

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

27. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

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

29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 10th **day of** August, **2022.**

CITY OF CELINA

Denise Brugger
Purchasing Director
Type/Print Name and Title

8-11-22
Date

PROVIDER - Burgess Construction Consultants, Inc.

DocuSigned by:
Russell Burgess
1A024875598F483...
Russell Burgess, CEO
Type/Print Name and Title

8/10/2022 | 8:10 AM PDT
Date

Attachment: Fully Executed Agreement with Exhibits_Burgess (Third Party Inspections)

BURGESS

888-644-6
sales@burgess-inc.com

Proposed Scope of Work – City of Celina

One Family, Two Family, Townhome, Condo

Inspection Types	Price per Hour
Flatwork	$180 per Hour *Min 1 Hour per day - at 30 min increments.
T- Pole	
Plumbing Rough	
Foundation Pre-Pour	
Pre-Drywall	
Drywall	
Electric/Gas meter Release	
Plumbing Final	
Irrigation / Sprinklers	
Electrical Final	
Mechanical Final	
Building Final	
Fence Permit	
Pool Permit	
Stand-alone - Electrical, Plumbing, Mechanical Permit	

***Hourly fees in this proposal are based on an anticipated work load of 40-60 inspections per day.**

Attachment: Fully Executed Agreement with Exhibits_Burgess (Third Party Inspections)

Prepared for: City of Celina / 7.27.22

EXHIBIT B

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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

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

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $1,000,000 each occurrence and $2,000,000 aggregate.

   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

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

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

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

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

Attachment: Fully Executed Agreement with Exhibits_Burgess (Third Party Inspections)

STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of October, 2017, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Celina, Texas, (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually by mutual agreement.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

(a) Fees and all other charges will be billed to Client monthly.

(b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA.

(c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

(a) Where the performance of the Services require BVNA's presence on the Client's premises, provide, as available, adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;

(b) On a space available basis, provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;

(c) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall become the property of the Client at the time of payment to BVNA of all fees and expenses for their preparation. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Intentionally left blank.**

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are related to, or caused by the negligence or willful misconduct of Client, its employees, or agents.

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

11. **Intentionally left blank.**

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party.

13. **Insurance.** Without limiting Client's right to indemnification, BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

(a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.

(b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

(c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each occurrence.

(d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis. BVNA shall maintain such coverage for at least one (1) year after the termination or expiration of this Agreement.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Prior to commencement of any work, BVNA shall deliver to the Client insurance certificates confirming the existence of the insurance required herein.

14. **Intentionally left blank.**

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Venue shall be in Collin County.

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:	Jason Larmar With cc to: J. Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory, Suite 100 Denton, Texas 76201
If to BVNA:	Bureau Veritas North America, Inc. Attn: Contract Processing 1000 Jupiter Road, Suite 800 Plano, Texas 75074
With cc to:	Bureau Veritas North America, Inc. Attention: Legal Department 1601 Sawgrass Corporate Parkway, Suite 400 Fort Lauderdale, FL 33323

25. **Confidential Information.** To the extent allowed by law, neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Expert Witnessess.

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. **Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. **Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. **Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. **Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

33. **Non-Boycott Provision**. The signatory executing this contract on behalf of BVNA verifies that BVNA does not boycott Israel and will not boycott Israel during the term of this agreement.

CLIENT

By: _____

Print Name: Jason Lahmer

Title: City Manager

Date: 10-12-17

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

ATTACHMENT A
SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

CLIENT INITIALS: JL

BVNA INITIALS: _____

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
$1.^{00}$ to $10,000.^{00}$	$50.^{00}$
$10,001.^{00}$ to $25,000.^{00}$	$70.69 for the first $10,000.^{00}$ plus $5.46 for each additional $1000.^{00}$
$25,001.^{00}$ to $50,000.^{00}$	$152.59 for the first $25,000.^{00}$ plus $3.94 for each additional $1000.^{00}$
$50,001.^{00}$ to $100,000.^{00}$	$251.09 for the first $50,000.^{00}$ plus $2.73 for each additional $1000.^{00}$
$100,001.^{00}$ to $500,000.^{00}$	$387.59 for the first $100,000.^{00}$ plus $2.19 for each additional $1000.^{00}$
$500,001.^{00}$ to $1,000,000.^{00}$	$1,263.59 for the first $500,000.^{00}$ plus $1.85 for each additional $1000.^{00}$
$1,000,001.^{00}$ and up	$2,188.59 for the first $1,000,000.^{00}$ plus $1.23 for each additional $1000.^{00}$

1 and 2 Family Residential construction plan review
$125.00 per review

Single Family construction plan review and inspection / Commercial and Multi-Family construction inspection

Valuation	Fee
$1.^{00}$ to $10,000.^{00}$	$76.^{92}$
$10,001.^{00}$ to $25,000.^{00}$	$108.75 for the first $10,000.^{00}$ plus $8.40 for each additional $1000.^{00}$
$25,001.^{00}$ to $50,000.^{00}$	$234.75 for the first $25,000.^{00}$ plus $6.06 for each additional $1000.^{00}$
$50,001.^{00}$ to $100,000.^{00}$	$386.25 for the first $50,000.^{00}$ plus $4.20 for each additional $1000.^{00}$
$100,001.^{00}$ to $500,000.^{00}$	$596.25 for the first $100,000.^{00}$ plus $3.36 for each additional $1000.^{00}$
$500,001.^{00}$ to $1,000,000.^{00}$	$1,940.25 for the first $500,000.^{00}$ plus $2.85 for each additional $1000.^{00}$
$1,000,001.^{00}$ and up	$3,365.25 for the first $1,000,000.^{00}$ plus $1.89 for each additional $1000.^{00}$

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections
* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	$76.92 per address/building
Commercial and non-Single Family Residential	$125.00 per address/building/unit

CLIENT INITIALS: JL

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

ATTACHMENT B (Cont.)
FEE SCHEDULE

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year and using a regional modifier of 85%.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building
Group B occupancy
Type VB construction
10,000 square feet total building area
Declared construction valuation $1,100,000.

Calculated construction valuation - 10,000 square feet X $121.32 per square foot X 0.85= $1,031,220.

The calculated construction valuation is greater than the declared construction valuation so $1,031,220 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS:_____

BVNA INITIALS:_____

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

The following is hereby accepted as an amendment to Attachment B (Fee Schedule) of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Celina, Texas, dated October 12, 2017 by adding an inspection support fee.

FEE SCHEDULE

Inspection Support	$125.00 per hour

City of Celina, Texas		**Bureau Veritas, North America, Inc.**	
By:	Jason Laumer	By:	Van Tran
Title:	City Manager	Title:	Vice President of Operations
Signature:		Signature:	
Date:	11-16-17	Date:	November 15, 2017
		DTQRR:	Sara Rhodes
		Date:	November 15, 2017

Attachment: Bureau Veritas Agreement and Amendment (Third Party Inspections)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Figueroa, Director of Public Works
Date:	November 8, 2022
Re:	Water Meters FY 2023

Action Requested:

Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $917,434.00. (Berry)

Background Information:

Water meters are used on a daily basis to provide sound infrastructure by providing new meters for all new residential and commercial buildings and replacement meters. The City is currently utilizing Sensus software for reading meters. Staff has standardized the meter system with Sensus meters. Sensus meters are considered sole source. They are only available through one vendor due to territorial restrictions.

The Water Division of Public Works will have the primary responsibility for purchasing meters. Authorizing the purchase will allow staff to order required items as needed resulting in increased productivity and efficiency.

Financial Considerations:

Funding is available in the current budget.

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Supporting Documents:

FY 23 Price List
Sole Source Affidavit
Sole Source Letter

Staff Recommendation:

Staff recommends authorizing the purchase of water meters from Aqua-Metric Sales.

Aqua Metric

Sales Quote

September 19, 2022

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	$749.55
	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
	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
	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	$14,482.56
	10" OMNI F2 METER TRPL	$20,715.56
	3" OMNI H2 METER TRPL W/TRPL CABLE AND COUPLINGS	$1,528.39
	MXU 520M SINGLE PORT	$143.03
	MXU 520M DUAL PORT	$165.43
	MXU 510M SINGLE PORT	$151.37
	SRII REGISTER TRPL	$68.74
	OMNI R2/T2/C2 REGISTER TRPL	$337.78
	MXU PART - PIT LID HOUSING #85B	$26.28
	MXU PART - TRPL ADAPTER #85C	$0.62
	MXU PART - BOOT #85D	$4.67

Attachment: FY 23 Pricing Celina Blanket Quote Meters 091922 (Meters FY 2023)

Proprietary and Confidential

Sales Quote

September 19, 2022

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
	MXU PART - PIT LOCKING NUT #85E	$5.70
	MXU PART - BOOT LOCKING CLIP #85F	$2.58
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$1.94
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$37.26
	TRPL CABLE 6'	$15.22
	IPERL CABLE 6'	$19.05

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.
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.

Attachment: FY 23 Pricing Celina Blanket Quote Meters 091922 (Meters FY 2023)

SOLE SOURCE (VENDOR) AFFIDAVIT

Thirkettle Corporation dba Aqua-Metric Sales Company	Michael Cartwright		
Company Name	**Contact Person**		
16914 Alamo Parkway, Building 2	Selma	TX	78154
Address	**City**	**State**	**Zip**
210-967-6300	michael.cartwright@aqua-metric.com		
Phone	**Email**		

Before me, the undersigned official, on this day, appeared, Christopher Newville,
A person known to me to be the person whose signature appears below; whom after being duly sworn, his/her oath deposed and said:

1. My name is Christopher Newville; I am over the age of 18, have never been convicted of a felony and I am competent to make this affidavit.

2. I am an authorized representative of the above named company or firm:

3. The above named company or firm is the sole source provider of the following item/service **and no other company or firm in the United States sells or distributes the products listed below**:

Aqua-Metric is the sole source Sensus distributor for the majority of Texas - primarily central, east, and south Texas. Sensus distributors outside our territory will not supply product within our service boundaries as is not permitted by Sensus. A copy of our Sensus Sole Source Letter has been included and attached with this form.

4. Competition in providing the above named item/service) are precluded by the existence of a: (Please mark one source)

- ☐ patent ☐ copyright ☐ secret process
- ☐ monopoly ☐ film ☐ manuscript
- ☐ book ☐ a captive replacement part or component for equipment.
- ☐ Only Distributor within the State of Texas
- ☐ There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor, who markets a product through distributors, or more than one outlet, is not a sole source because the products are available from more than one source.**
- ☑ Other: Aqua-Metric is the sole source Sensus distributor for the majority of Texas - primarily central, east, and south Texas. Sensus distributors outside our territory will not supply product within our service boundaries as is not permitted by Sensus. A copy of our Sensus Sole Source Letter has been included and attached with this form.

Signature of Authorized Official (~~President, CEO~~ Manager) — Manager, Title of Authorized Official

SUBSCRIBED AND SWORN to before me on this 2nd **day of** November, 20 22

(Seal)
LESLIE WHORTON
Notary Public, State of Texas
My Comm. Exp. 06-15-2026
ID No. 133812427

Signature of Notary — Leslie Whorton, Printed Name — 06-15-2026, My Commission Expires

Approval: _____**Yes** _____**No**

Signature of Purchasing Agent — Date

Attachment: Celina Sole Source Affidavit 2022 1102 (Meters FY 2023)

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xyleminc.com

November 1, 2022

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Sincerely

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc

Attachment: Sensus Sole Source Letter 11-1-22 (Meters FY 2023)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	Law Enforcement Center - Testing

Action Requested:

Consider and act to authorize an agreement for testing services for the Law Enforcement Center Construction with EST, Inc., in the amount of $93,130.00 plus ten percent contingency in the amount of $9,313.00 for a total amount not to exceed $102,443.00. (Berry)

Background Information:
Services include testing of various materials throughout the construction of the Law Enforcement Center (Police Building, Phase 1) and includes concrete, asphalt, masonry, structural steel, utilities and subgrade testing. The work authorization agreement including the fee schedule is attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call testing services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Work Authorization

Staff Recommendation:

Authorize the Work Order 45

Life Connected.

WORK AUTHORIZATION

MAPS # 45 **MAPS DATE:** 9/11/2018

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

Consultant:	EST, Inc		
Consultant Project #:			
Project Name:	Celina Police Station		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accounts.payable@celina-tx.org Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Celina Police Station
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** #45 proposal & cost estimate attached

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Material testing and inspection for Celina Police Station**
2. **Compensation:** **$93,130**
3. **Timeline:** **Immediately**

Attachment: EST - Testing (Law Enforcement Center - Testing)

ACCEPTANCE:

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

CITY OF CELINA	**CONSULTANT**
	Signature
Printed Name & Title	Kelly Selman, P.E. Texas Regional Manager Printed Name & Title
Date	10/24/2022 Date

Attachment: EST - Testing (Law Enforcement Center - Testing)

Comprehensive Engineering Services

Estimate of Material Testing

To: Catherine Oduro
City of Celina

Project Celina Police Station
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
1	Moisture/Density Proctor	6	Each	$ 160.00	$ 960.00
2	Flexbase Proctor	2	Each	$ 142.00	$ 284.00
3	Atterberg Limits	6	Each	$ 65.00	$ 390.00
4	Lime Series	2	Each	$ 330.00	$ 660.00
5	Determining Sulfate Content in Soils	2	Each	$ 65.00	$ 130.00
6	Lime Gradation	8	Each	$ 17.00	$ 136.00
7	Lime Depth Check	8	Each	$ 17.00	$ 136.00
8	Sampling Fee	6	Hourly	$ 55.00	$ 330.00
9	Densities on Embankments/Utilities	454	Hourly	$ 55.00	$ 24,970.00
10	Proof Roll Inspection/Observation	12	Hourly	$ 65.00	$ 780.00
	Hydraulic Cement Concrete				
11	Making & Curing Concrete (Set of 4) (ASTM C31)	56	Each	$ 80.00	$ 4,480.00
12	Compressive Strength Curing and Disposal (EA) (ASTM C39)	224	Each	$ 20.00	$ 4,480.00
13	Pier Inspection (Lab Specialist)	63	Hourly	$ 68.00	$ 4,284.00
14	Rebar Inspection	20	Hourly	$ 68.00	$ 1,360.00
15	CPU Tech Time	40	Hourly	$ 55.00	$ 2,200.00
16	ACI Certified Technician	137	Hourly	$ 75.00	$ 10,275.00
	Asphalt				
17	Asphalt Concrete Pavement production testing including	4	Per Sample	$ 360.00	$ 1,440.00
	Specific Gravity, A.C. %, Gradation, & Lab Density				
18	Roadway Density, Percent Air Voids	4	Set	$ 50.00	$ 200.00
19	Tech time for densities	16	Hour	$ 68.00	$ 1,088.00
20	Asphalt Concrete Pavement Core Extraction	4	Hour	$ 55.00	$ 220.00
21	Cutting Core Sample up to 8" Depth per core (Equipment Only)	8	Each	$ 55.00	$ 440.00
22	Estimated Tech Time	8	Hour	$ 55.00	$ 440.00
	Masonry Inspection/Testing				
23	ASTM C109 (Compressive Strength - Mortar) (Set of 3)	3	Each	$ 102.00	$ 306.00
24	ASTM C1029 (Sampling and Testing Grout - Set of 4)	3	Each	$ 160.00	$ 480.00
25	CMU Prism Testing (Set of 3)	3	Each	$ 375.00	$ 1,125.00
26	Masonry Inspector Level B in TMS 402/ACI 530/ASCE 5	12	Hourly	$ 68.00	$ 816.00
	Structural Steel Inspection				
27	Certified Weld Inspector Regular Rate	12	Hourly	$ 68.00	$ 816.00
28	Structural Steel Inspector	60	Hourly	$ 68.00	$ 4,080.00
	Additional Fees				
29	Trip Charges	170	Each	$ 85.00	$ 14,450.00
30	Trip Charge - Welding/Steel Inspector's	12	Each	$ 107.00	$ 1,284.00
31	Reporting	373	Each	$ 20.00	$ 7,460.00
32	Project Manager - (1 HRS/Month)	5	Hourly	$ 160.00	$ 800.00
33	Lab Manager (2 HRS/Month)	10	Hourly	$ 115.00	$ 1,150.00
34	Administration (2 HRS/Month)	10	Hourly	$ 68.00	$ 680.00
				TOTAL =	$ 93,130.00

*Density charge rate is $55.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.
**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
EST has a standard standby time charge rate of $55.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Kelly Selman P.E.
Texas Regional Manager
kellys@estinc.com

10/18/2022
Date

Accepted by:

Signature

Print

Date

Attachment: EST - Testing (Law Enforcement Center - Testing)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	Fire Station 3 - Testing

Action Requested:

Consider and act to authorize an amendment to Work Authorization 43 for testing services for Fire Station 3 with EST, Inc., in an amount not to exceed $88,839.00. (Berry)

Background Information:
On August 23, 2022, the City issued a purchase order for testing services for Fire Station 3. This purchase order was for the civil work only. The revised work authorization includes the testing for the building construction in addition to the civil testing. Service includes concrete, asphalt, masonry, structural steel, roofing, foundation, screening walls, utilities and subgrade testing. The work authorization agreement including the fee schedule is attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call testing services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Amendment 1 to the Agreement

Staff Recommendation:

Authorize Work Authorization 43

AMENDMENT TO WORK AUTHORIZATION

Celina Fire Station #3 - WA #43

Amendment 1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **EST, Inc.**, (hereinafter referred to as the "Provider") for **Celina Fire Station #3**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment modifies the following conditions to WA #43

5. Other. Work Authorization #43 - revised cost estimate to add building testing and inspection to the original estimate for civil site work.

2. Compensation – Change from $32,968 to $88,839

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

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

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

EST, INC.

Kelly Selman, P.E.

Kelly Selman P.E. Regional Director
Printed Name & Title

10/21/2022
Date

Attachment: Amendment to WA 43 (Fire Station 3 - Testing WA 43)

Estimate of Material Testing

From: EST, Inc.
3522 Sam Rayburn HWY
Melissa, TX 75454
903-706-5076
Email - JoshG@estinc.com

To: Barbara Hoskins
City of Celina - Construction Manager
bhoskins@celina-tx.gov

Project Location: Fire Station 3
Celina, TX
County: Denton

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
1	Moisture/Density Proctor	8	Each	$ 150.00	$ 1,200.00
2	Flexbase Proctor	3	Each	$ 165.00	$ 495.00
3	Flexbase Sieve Analysis	4	Each	$ 110.00	$ 440.00
4	Atterberg Limits	8	Each	$ 65.00	$ 520.00
5	Lime Series	2	Each	$ 330.00	$ 660.00
6	Determining Sulfate Content in Soils	2	Each	$ 75.00	$ 150.00
7	Lime Gradation	6	Each	$ 17.00	$ 102.00
8	Lime Depth Check	6	Each	$ 17.00	$ 102.00
9	Sampling Fee	6	Hourly	$ 55.00	$ 330.00
10	Densities on Embankments/Utilities	386	Hourly	$ 55.00	$ 21,230.00
11	Proof Roll Inspection/Observation	4	Hourly	$ 68.00	$ 272.00
	Hydraulic Cement Concrete				
12	Making & Curing Concrete (Set of 4) (ASTM C31)	73	Each	$ 80.00	$ 5,840.00
13	Compressive Strength Curing and Disposal (EA) (ASTM C39)	292	Each	$ 20.00	$ 5,840.00
14	Pier Inspection	46	Hourly	$ 68.00	$ 3,128.00
15	Rebar Inspection	23	Hourly	$ 68.00	$ 1,564.00
16	CPU Tech Time	20	Hourly	$ 55.00	$ 1,100.00
17	ACI Certified Technician	141	Hourly	$ 55.00	$ 7,755.00
	Asphalt				
18	Asphalt Concrete Pavement production testing including	2	Per Sample	$ 380.00	$ 760.00
	Specific Gravity, A.C. %, Gradation, & Lab Densities				
19	Roadway Density, Percent Air Voids	2	Set	$ 50.00	$ 100.00
20	Tech time for Density Testing	4	Hour	$ 55.00	$ 220.00
21	Asphalt Concrete Pavement Core Extraction	4	Hour	$ 55.00	$ 220.00
22	Cutting Core Sample up to 8" Depth per core (Equipment Only)	4	Each	$ 60.00	$ 240.00
23	Estimated Tech Time	4	Hour	$ 55.00	$ 220.00
	Masonry Inspection/Testing				
24	ASTM C109 (Compressive Strength - Mortar) (Set of 3)	3	Each	$ 112.00	$ 336.00
25	ASTM C1029 (Sampling and Testing Grout - Set of 4)	3	Each	$ 176.00	$ 528.00
26	CMU Prism Testing (Set of 3)	3	Each	$ 375.00	$ 1,125.00
27	Masonry Inspector Level B in TMS 402/ACI 530/ASCE 5	12	Hourly	$ 68.00	$ 816.00
	Structural Steel Inspection				
28	Structural Steel Inspector	60	Hourly	$ 68.00	$ 4,080.00
	Additional Fees				
29	Trip Charges	128	Each	$ 120.00	$ 15,360.00
30	Trip Charge - Welding/Steel Inspector's	10	Each	$ 95.00	$ 950.00
31	Reporting	500	Each	$ 20.00	$ 10,000.00
32	Project Manager - (1 HRS/Month)	6	Hourly	$ 160.00	$ 960.00
33	Lab Manager (2 HRS/Month)	12	Hourly	$ 115.00	$ 1,380.00
34	Administration (2 HRS/Month)	12	Hourly	$ 68.00	$ 816.00
				TOTAL =	$ 88,839.00

*Density charge rate is $55.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
EST has a standard standby time charge rate of $55.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Kelly Selman P.E.
Texas Regional Manager
kellys@estinc.com

10/19/2022
Date

Accepted by:

Signature

Print

Date

Attachment: Amendment to WA 43 (Fire Station 3 - Testing WA 43)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	GCEC - Police Building

Action Requested:

Consider and act to authorize payment to deliver electric service to the Law Enforcement Center (Police Building) with Grayson Collin Electric Cooperative in an amount not to exceed $111,612.25. (Berry)

Background Information:

Grayson Collin Electric Cooperative (GCEC) will provide an electric service connection to the police building at the Law Enforcement Center. GCEC is the only electrical provider for this location.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

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

Supporting Documents:

Invoice

Staff Recommendation:

Authorize Payment

Grayson Collin™
Electric Cooperative
PO Box 548 / 1096 North Waco Street
Van Alstyne, TX 75495
(903) 482-7100
www.Grayson-Collin.Coop

BILL TO:
Celina Police Station   WO 38801

INVOICE DATE
10/24/2022

ITEM DESCRIPTION	QTY.	Paid	AMNT. Due
The following invoice is for:			
3ph, 1500kva, 277/480 volt transformer & UG Primary & Primary Meter Cabinet			$111,612.25
State Sales Tax		0.00%	$0.00
City Sales Tax ---- No City Tax		0.00%	$0.00
This bid price is only good for 30 days.			
If you have any questions contact Michael @ (903)482-7183			
Thank You			
MAKE CHECKS PAYABLE TO: GCEC PO BOX 548 14568 FM 121 VAN ALSTYNE, TX. 75495 ATTN: Michael Lauer			
MAIL COPY OF INVOICE WITH PAYMENT:			
TOTAL			**$111,612.25**

Attachment: GCEC service to PD Building (GCEC Service to PD)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Eric Everson, Assistant Fire Chief
Date:	November 8, 2022
Re:	Maintenance & Repairs - Fire Trucks

Action Requested:

Consider and act to authorize various repairs for fire trucks through the manufacturer's representative Siddon-Martin Emergency Group in an amount not to exceed $60,000.00. (Berry)

Background Information:

Staff requests authorization for an open purchase order for miscellaneous maintenance items and repairs throughout fiscal year 23 for the departments fire trucks. Siddon-Martin Emergency Group is the authorized service provider in our area. Last year, expenditures exceeded $43,000.00. Staff anticipates $60,000.00 in expenditures for fiscal year 23 due to the economy.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

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.

Supporting Documents:

Sole Source Affidavit

Staff Recommendation:

Authorize the purchase as recommended.

SOLE SOURCE (VENDOR) AFFIDAVIT

Siddons Martin Emergency Group, LLC		Jeffrey W. Keiser	
Company Name		**Contact Person**	
1362 E. Richey Rd	Houston	Texas	77073
Address	**City**	**State**	**Zip**
281-606-4933		legal@siddons-martin.com	
Phone		**Email**	

Before me, the undersigned official, on this day, appeared, Jeffrey W. Keiser,
A person known to me to be the person whose signature appears below; whom after being duly sworn, his/her oath deposed and said:

1. My name is Jeffrey W. Keiser; I am over the age of 18, have never been convicted of a felony and I am competent to make this affidavit.

2. I am an authorized representative of the above named company or firm: Siddons Martin Emergency Group, LLC

3. The above named company or firm is the sole source provider of the following item/service **and no other company or firm in the United States sells or distributes the products listed below**:

Sale, service, parts and warranty of custom and commercial fire apparatus manufactured by Pierce Manufacturing, Inc.

4. Competition in providing the above named item/service) are precluded by the existence of a: (Please mark one source)

☐	patent	☐	copyright	☐	secret process
☐	monopoly	☐	film	☐	manuscript
☐	book	☑	a captive replacement part or component for equipment.		
☐	Only Distributor within the State of Texas				

☐ There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor, who markets a product through distributors, or more than one outlet, is not a sole source because the products are available from more than one source.**

☐ Other: _____

Signature of Authorized Official (President, CEO) — Executive Vice President, Title of Authorized Official

SUBSCRIBED AND SWORN to before me on this 1st **day of** November, 20 22.

(Seal)

DEBORAH HORTON LANGSTON
Notary Public, State of Texas
Comm. Expires 09-08-2026
Notary ID 133950991

Signature of Notary — Deborah Horton Langston, Printed Name — 09/08/2026, My Commission Expires

Approval: _____Yes _____No

Signature of Purchasing Agent — Date

Attachment: Siddons-Martin Sole Source (Vehicle Repairs & Maintenance - Fire Trucks)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Eric Everson, Assistant Fire Chief
Date:	November 8, 2022
Re:	Type 1 Ambulance

Action Requested:

Consider and act to purchase a 2022 Type 1 Ambulance through a cooperative contract with Rush Truck Centers of Ohio, Inc., in an amount not to exceed $324,016.00. (Berry)

Background Information:

Staff requests authorization to procure a new 2022 Type 1 Ambulance to replace unit 1203, a 2012 Dodge ambulance. Unit 1203 will be maintained as a reserve unit. The new unit will be purchased through the following cooperative agreement.

- Cooperative Agency: BuyBoard
- Cooperative Contract #: 650-21

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.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

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.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase as recommended.

Customer Quote

9/16/2022 12:23:28 PM

Estimate No: Q3229-(
Quote Date: 9/16/2
Expiration Date: 10/31/2
Salesperson:
Payment Terms: Due on Deli

Purchase Order & Payment to be made out to the following:
Rush Truck Centers of Ohio, Inc 3950 Parkwest Drive Columbus, OH 43228

Invoice To: 10159

Eric Everson
Celina Fire Department
City of Celina
142 North Ohio St
Celina TX 75009
US

Deliver To:

Eric Everson
Celina Fire Station 2
1805 Light Farms Way
Celina TX 75009
Phone:972-382-9858

No.	Item	Qty	U/M:		Unit Price		Net Amo
1	MODULE Type I 14' Module	1.00	EA	$	239,141.00	$	239,14
2	CHASSIS 2022 International CV 515 Diesel	1.00	EA	$	81,250.00	$	81,25
3	DELIVERY Customer pick-up - FOB Frazer	1.00	M	$	0.00	$	
4	CUSTOMER-TRAVEL Final inspection trip	1.00	EA	$	2,100.00	$	2,10

Includes 4 people 1 night, one-way airfare for two people (driving unit back), roundtrip airfare for two people and meals and hotel rooms.

5	BUY-BOARD Contract No. Ambulances 650-21	1.00	EA	$	800.00	$	80
6	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	
7	TM-100-20-UN Surface Base-STANDARD SIZE	1.00	EA	$	725.00	$	72

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice da parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condi of the item to be placed back into stock. :

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

Customer Quote

9/16/2022 12:23:28 PM

Estimate No:	Q3229-(
Quote Date:	9/16/2
Expiration Date:	10/31/2
Salesperson:	
Payment Terms:	Due on Deli

No.	Item	Qty	U/M:		Unit Price		Net Amo

Sale Amount:	324,01
Order Disc(0.0000%):	
Surcharge:	
Sales Tax:	
Misc Charges:	
Total Amount:	324,01

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice da parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condi of the item to be placed back into stock. :

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For your convenience, all pricing has been itemized below per quote Q3229-0001 for Celina Fire Department

Base Module	$	143,416.00
Chassis Exterior	$	15,900.00
Module Exterior	$	51,900.00
Chassis Interior	$	7,150.00
Module Interior	$	20,775.00
Total	**$**	**239,141.00**

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	$	5,350.00
2. This is a CAAS GVS v2.0 Unit	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	1,750.00
4. Chassis Options: (2) extra key fobs for a total of (4)	$	incl
5. Chassis Paint Layout: Paint Half - Black	$	4,875.00
6. Chassis : 2022 International CV 515 (Class 4), Diesel, 4x2, Regular Cab, 108" Cab to Axle, International Red (FLNA 3042)	$	incl
7. Suspension: Factory Liquid Spring	$	incl
8. Wheel type: Factory Aluminum	$	incl
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	325.00
10. Road Force Elite tire and wheel balancing	$	incl
11. Grille Guard: Full Replacement Bumper	$	4,500.00
12. 10" and 12" Air Horns	$	1,250.00
13. Compressor Type: Fast Recovery	$	1,625.00
14. Switching Options: Momentary	$	100.00
15. Window Tint (35% VLT) on Chassis Doors	$	325.00
16. Passenger's side Grille Light: Whelen M6 Clear/Red Light	$	125.00
17. Driver's side Grille Light: Whelen M6 Red/Clear Light	$	125.00
18. Passenger's side Intersect Light: Whelen M6 Clear/Red Light	$	125.00
19. Driver's side Intersect Light: Whelen M6 Red/Clear Light	$	125.00
20. Driver Fender Light: Whelen M4 Red Light	$	325.00
21. Passenger Fender Light: Whelen M4 Red Light	$	325.00
Chassis Exterior Subtotal	**$**	**15,900.00**

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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Module Exterior:

22. Power Source: MEPS	$	16,500.00
23. Module Paint Layout: Two Tone - Black and International Red (FLNA 3042)	$	4,050.00
24. SuperTherm Coating on Module Roof	$	1,475.00
25. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	$	1,650.00
26. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	$	1,750.00
27. Entry Door Conspicuity Layout - Squares : White Base Color	$	375.00
28. Compartment Conspicuity Layout - Strips : White Base Color	$	200.00
29. Placards x4:	$	800.00
30. Frazer Provided Graphics	$	3,300.00
31. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
32. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	$	250.00
33. Ground Lights: Entry Doors	$	1,175.00
34. GTT Opticom (Infrared)	$	2,150.00
35. Opticom Switching: On with Primary and Cut-off with park	$	incl
36. Whelen TAM85 Traffic Advisor	$	1,625.00
37. Shore Power: Single 30 Amp on Rear Wall	$	incl
38. Pigtail/Plug Option: Pigtail	$	incl
39. Install Ignition Kill Switch	$	325.00
40. Coax 1: Run coax from location 1 to Chassis	$	incl
41. Coax 2: Run coax from location 2 to Chassis	$	incl
42. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
43. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
44. UNOC #196 - Install customer provided radio equipment:	$	900.00

- Motorola APX 8500 radio base, dual band 800/VHF in the electrical compartment; battery hot
- Antennas on module roof

- Radio head in console slot 2
- Speaker on the front of the console
- Mic on D/S of console slot 2

- Radio head beneath action wall cabinet toward the front
- Speaker on action wall behind the radio head

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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- Mic beneath action wall cabinet to the left of radio head
- Refer to E-2996 for locations

45. UNOC #195 - Install customer provided Cradlepoint in the electrical compartment, battery hot; antenna on the module roof	$	200.00
46. UNOC #689 - Furnish and install magnetic mic clips at all radio mic clip locations	$	150.00
47. UNOC #2195 - Furnish and install black flanges for all Whelen "M" series lights and for all Pioneer surface mounted lights on module, in lieu of chrome	$	200.00
48. UNOC #2196 - Furnish and install an additional Opticom switch on D/S of siren plate; switch to allow Opticom to be ON without Primary switch being ON; will still be OFF with Park	$	250.00
49. Front Scene: Whelen Pioneer Plus Dual Panel LED (Surface)	$	2,200.00
50. Front Wall Light Layout: Lower 5 Lights	$	incl
51. Front Wall Light #1: Whelen M6 Clear Light	$	incl
52. Front Wall Light #2: Whelen M6 Red Light	$	incl
53. Front Wall Light #3: Whelen M6 Clear Light	$	incl
54. Front Wall Light #4: Whelen M6 Red Light	$	incl
55. Front Wall Light #5: Whelen M6 Clear Light	$	incl
56. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	150.00
57. Front Wall Passenger Box Light: Whelen M9 Red Light	$	150.00
58. Driver Wall Front Box Light: Whelen M9 Red Light	$	150.00
59. Driver Wall Rear Box Light: Whelen M9 Red Light	$	150.00
60. Driver Wheel Well Light: Whelen M6 Clear/Red Light	$	100.00
61. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Surface)	$	3,250.00
62. O2 Compartment Style: 76" O2 Standup with Divider	$	incl
63. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	$	incl
64. O2 Cylinder Changing Wrench	$	100.00
65. Intermediate Compartment Style: Left T-Split	$	250.00
66. Additional Shelf in the Intermediate Compartment	$	100.00
67. Electrical Compartment Style: Taller Electrical Compartment	$	incl
68. Dometic Self-Contained A/C with Exhaust Fan	$	incl
69. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	$	250.00
70. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	$	250.00

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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71. UNOC #540 - Furnish and install Irons Lok K5003 bracket mounted vertically and centered on back wall of D/S rear storage compartment	$	475.00
72. UNOC #632 - Furnish and install (2) UN-6-30-2-SF SCBA brackets - (1) in D/S rear storage on rear flat bar - (1) in P/S rear storage compartment, mounted horizontally and centered on compartment back wall (refer to sketch in unit folder)	$	400.00
73. UNOC #514 - Furnish and install (2) Orange Survivor flashlights - (1) in D/S rear storage compartment on the floor below SCBA bracket - (1) in P/S rear storage compartment on floor toward the rear wall and toward the compartment door (refer to sketch in unit folder) - Both flashlights wired to fail safe	$	650.00
74. UNOC #1810 - Furnish and install Aeroclave nozzle in rear wall headknocker; run to the rear wall of the D/S rear storage compartment	$	1,000.00
75. Module Window Option: Sliding Window	$	incl
76. Window Tint (5% VLT) on Rear and Side Entry Doors	$	325.00
77. Upper Rear Wall Light Layout: 3 Across	$	incl
78. Upper Light #1: Whelen M6 Load Light	$	incl
79. Upper Light #2: Whelen M6 Amber Light	$	incl
80. Upper Light #3: Whelen M6 Load Light	$	incl
81. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
82. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
83. Lower Light #3: Whelen M6 Red Light	$	incl
84. Lower Light #4: Whelen M6 Red Light	$	incl
85. Rear Wall Driver Box Light: Whelen M9 Red Light	$	150.00
86. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	150.00
87. Lower BTTs: 2 M6 Lights on each side	$	825.00
88. Rear Bumper	$	incl
89. Door Grabbers	$	incl
90. License Plate Light	$	incl
91. Passenger Wall Front Box Light: Whelen M9 Red Light	$	150.00
92. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	150.00
93. Passenger Wheel Well Light: Whelen M6 Red/Clear Light	$	100.00
94. Interior Step Option: Double Step Well	$	incl
95. Passenger Rear Compartment Style: Passenger Side Storage Compartment	$	incl
96. Door Locks on Entry Doors and Front I/O	$	1,600.00
97. UNOC #486 - Furnish and install Voyager camera on the exterior of the P/S wall	$	650.00

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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facing the blind spot; triggered to the right turn signal (refer to E-2996)		
98. UNOC #633 - Furnish and install Voyager camera on the exterior of the D/S wall facing the blind spot; triggered to the left turn signal (refer to E-2996)	$	650.00
99. UNOC #634 - Furnish and install angle on ceiling of P/S rear storage compartment with (2) coat hooks, (1) coat hook on the rear wall, and (1) coat hook on the front wall	$	200.00
Module Exterior Subtotal	**$**	**51,900.00**

Chassis Interior:

100. Siren Speakers: Whelen SA 315 Speakers	$	incl
101. Tap-2 on Primary Siren	$	incl
102. Siren Option: Whelen C9 Siren in Console	$	incl
103. Mic 1 on passenger's side slot 1	$	incl
104. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
105. Slot 1: Single Blank	$	incl
106. Slot 2: Radio Plate: 7.06 L X 2 W opening dims	$	incl
107. Slot 3: Single Slot Switch Panel	$	incl
108. Slot 4: Siren 1	$	incl
109. Slot 5: Traffic Advisor Head	$	incl
110. Slot 6: Single Blank	$	incl
111. Kussmaul USB at Console	$	250.00
112. Console Switch Layout : Primary - Secondary - Air Horn - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB -	$	incl
113. New Armrest	$	250.00
114. Console Layout: 6-Slot Console	$	incl
115. Front Base of Console: 120VAC	$	600.00
116. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	200.00
117. Rear of Console: Double Mapholder	$	425.00
118. Chassis Rear Wall: 2 High Glove Box Holder	$	200.00
119. Camera System: Voyager 7" Monitor with Back-Up Camera	$	1,875.00
120. Black Back-up Camera	$	incl
121. Aftermarket Vinyl Seats	$	950.00
122. UNOC #321 - Install (2) customer provided Motorola APX 7000 portable radio chargers in console slot 6; battery hot	$	400.00
123. UNOC #2197 - Install customer provided Havis pole mount, swing arm, and tablet dock on front of console; battery hot	$	500.00

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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124. UNOC #636- Furnish and install Knox KeySecure 5 (NOT the digital key version) on 60-degree bracket in chassis, behind passenger's seat	$	1,500.00
Chassis Interior Subtotal	**$**	**7,150.00**
Module Interior:		
125. Protek Cushions	$	incl
126. Gunmetal Grey Interior	$	incl
127. Stainless Steel Countertops	$	incl
128. Stainless Steel Grab Rails	$	incl
129. Stacked Cabinet with Medvault Opening and Refrigerator	$	3,100.00
130. Refrigerator Lock	$	275.00
131. (2) Glove Box Holders on the Front Wall	$	375.00
132. Module Heater : New	$	1,000.00
133. UNOC #2198 - Stacked cabinet configuration to be: - Fridge on bottom - Medvault cabinet in the middle - Cabinet with shelves and Lexan doors on top - Relocate 120VAC outlet to accomodate fridge	$	incl
134. UNOC #1116 - Furnish and install Aluminum door with non-locking knob to cover Medvault section of stacked cabinet; Medvault will not be installed	$	200.00
135. UNOC #639 - Furnish and install trash can with bracket on D/S stainless below action wall countertop (refer to E-2996)	$	200.00
136. Location 1: 8 Switch panel	$	incl
137. Location 2: Single O2 Outlet	$	incl
138. Location 3: Electric O2 panel with monitor	$	2,000.00
139. Location 4: Volume Control Knob	$	incl
140. Location 6: Thermostat	$	incl
141. Location 7: Blank	$	incl
142. Location 8: Quad 120 VAC	$	incl
143. Location 9: Suction	$	incl
144. Door Lock Switch at Action Wall	$	150.00
145. Kussmaul USB at Action Wall	$	250.00
146. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Unlock/Lock; Kussmaul USB; Blank; Module Heater - Hi/Off/Low;	$	incl
147. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	1,700.00
148. Sharps Container at Action Wall	$	incl

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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149. Acrylic Holder at the Action Wall Cabinet	$	incl
150. New 6pt Harness at the CPR Seat	$	600.00
151. Acrylic Holder Aft CPR Seat	$	incl
152. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
153. Sharps Container Low and 2 High Glove Box High on Rear Wall	$	400.00
154. Latching Double Interior Squad Bench Storage	$	incl
155. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
156. Harness Type for Seat Position 1: New 6pt Harness	$	600.00
157. Harness Type for Seat Position 2: New 6pt Harness	$	600.00
158. 22 Pocket Acrylic Holder	$	725.00
159. Triple Squad Bench Cabinet	$	1,050.00
160. Trashcan With Lid at the Head of the Squad Bench	$	incl
161. O2 Outlet Above the Front I/O	$	incl
162. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	$	incl
163. Duplex Outlet Above the Front I/O	$	incl
164. UNOC #2199 - Install customer provided NarcBox drug safe on forward side of cabinet above front I/O, toward side entry door (refer to pic in unit folder); battery hot	$	250.00
165. UNOC #2200 - Furnish and install 2-high D cylinder holder on floor next to stacked cabinets, facing side entry door (refer to pic in unit folder)	$	250.00
166. O2 Outlet in Ceiling Raceway	$	375.00
167. IV Hanger on Ceiling Raceway	$	incl
168. Overhead Grabrails on Both Sides	$	250.00
169. IV Hanger on Squad Bench Ceiling	$	incl
170. In-Module Camera at the Rear Position	$	675.00
171. Head knocker options: With Speakers and Clock	$	1,100.00
172. Floor Options: Customer Provided Ferno iNLine Fastener with Integrated Charging System	$	1,925.00
173. Loncoin II Onyx Floor	$	incl
174. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	$	2,050.00
175. Customer Provided Items Processing Fee	$	675.00
Module Interior Subtotal	**$**	**20,775.00**
176. Temporary Supply Chain Surcharge	$	16,166.00

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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Email this quote along with your PO

to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Rush Truck Centers of Ohio, Inc
3950 Parkwest Drive Columbus, OH 43228

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

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LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Attachment: 1203 Replacement Ambulance -Celina FD Updated Estimate Q3229-1 (1) (2022 Ambulance Replaces 1203)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Figueroa, Director of Public Works
Date:	November 8, 2022
Re:	2022 Chevrolet 3500 - PW WW

Action Requested:

Consider and act to purchase a 2022 Silverado 3500 HD through a cooperative contract with Caldwell Country Chevrolet in an amount not to exceed $70,171.00. (Berry)

Background Information:
Staff requests authorization to procure a new 2022 Chevrolet Silverado 3500 to replace unit 1616, a 2016 Chevrolet 3500 through the following cooperative agreement.

- Cooperative Agency: BuyBoard
- Cooperative Contract #: 601-19

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.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
Quote

Staff Recommendation:

Authorize the purchase as recommended.

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 601-19 **QUOTE # CC223779**

End User: CITY OF CELINA **Caldwell Rep:** CHRIS COLLINS

Contact: ANDREW FIGUEROA 972-382-3176 **Phone:** **979-567-6129**

Phone/email: AFIGUEROA@CELINA-TX.GOV **Date:** Thursday, September 29, 2022

Product Description: CHEVROLET SILVERADO 3500 **email:** CHRIS@CALDWELLCOUNTRY.COM

A. Bid Series: 29 **A. Base Price:** **$ 37,885.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC31043	2022 SILVERADO 3500HD CC 2WD	$ 5,300.00		RUBBER/VINYL FLOORING	$ -
	CREW CAB , 60"CA	$ -		PWR TRAILERING MIRRORS	$ -
L8T	ENGINE, 6.6L V8	$ -		40/20/40 SPLIT BENCH	$ -
MYD	6 SPEED AUTOMATIC	$ -		REAR AXLE 3.73 RATIO	$ -
5N5	REAR CAMERA KIT	$ 73.00		BLUETOOTH	$ -
KI4	120V PWR OUTLET	$ 150.00		TILT STEERING WHEEL	$ -
ZLQ	WT FLEET CONVENIENCE PKG.	$ 610.00		TIRES LT235/80R17E ALL SEASON	$ -
1WT	WORK TRUCK EQUIP GROUP	$ -		DUAL REAR WHEEL	$ -
ZQO	SPARE TIRE	$ 380.00		GVWR 14,000 LBS	$ -
9L7	UPFITTER SWITCH KIT	$ 250.00		3.73 RATIO	$ -
	POWER WINDOWS/LOCKS/KEYLESS	$ -		RECOVERY HOOKS	$ -
				Total of B. Published Options:	**$ 6,763.00**

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

Options	Bid Price	Options	Bid Price
		GAZ- SUMMIT WHITE	EXT COLOR
		H2G- JET BLACK VINYL SEATS	INT COLOR
		STOCK VIN#1GB4WRE72NF270057	DELIVERY
		Total of C. Unpublished Options:	**$ -**

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

E. UPFITTERS: **TER TEXAS QUOTE #11351 $13,520** **QUOTE #12916 $7,315** **UPFITTERS QUOTE # CAPO-105442 $4.288** **TER TEXAS CAP FLEET** **$ 25,123.00**

F. Manufacturer Destination/Delivery:

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

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

I. Contract Price Adjustment: **$ -**

J. Additional Delivery Charge: 0 **miles** **INCLUDED** **$ -**

K. Subtotal: **$ 69,771.00**

L. Quantity Ordered 1 **x K =** **$ 69,771.00**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER **$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE **$ 70,171.00**

**** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFATURER. ENSURE CONFIRMATION OF RECIEPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.**

Attachment: Replaces 1616 - CHEVROLET SILVERADO 3500HD (Chevrolet 3500 Replaces1616 PW WW)

Attachment: Replaces 1616 - CHEVROLET SILVERADO 3500HD (Chevrolet 3500 Replaces1616 PW WW)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	John Cullison, Police Chief
Date:	November 8, 2022
Re:	2023 Chevrolet 1500 - PD

Action Requested:

Consider and act to purchase a 2023 Silverado 1500 from Reliable Chevrolet in an amount not to exceed $48,327.00. (Berry)

Background Information:

Staff requests authorization to procure a new 2023 Chevrolet Silverado 1500. This is an enhancement to the fleet for the new Assistant Police Chief. Quotes were obtained from the open market.

Quote 1:	Reliable Chevrolet	$48,327.00
Quote 2:	El Dorado Chevrolet	$49,750.00
Quote 3:	Bob Thomas Ford	$49,503.86

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

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.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase as recommended.

PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:		Date Prepared:	11/1/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	CITY OF CELINA	Contractor:	RELIABLE CHEVROLET
Contact Person:	ALEX JONES	Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:	AJONES@CELINA-TX.GOV	Email:	dadams@reliablechevrolet.com

Spec #:	STOCK	Description:	2023 CHEVROLET SILVERADO 1500 LT CREW CAB 2WD STD BOX (CC10543)

A. Product Item Base Unit Price Per SAT Contract:	48327

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1LT TRIM		REAR WINDOW DEFOGGER	
L84 5.3L V8		KEYLESS OPEN AND START	
20" ALUMINUM WHEELS		REMOTE START	
PDU TEXAS EDITION		CONTENT THEFT ALARM	
PCL CONVENIENCE PKG INCL			
DUAL ZONE A/C, POWER DRIVER SEAT			
HEATED DRIVER/PASS SEATS			
LEATHER WRAPPED STEERING WHEEL			
HEATED STEERING WHEEL			
TILT/TELESCOPING WHEEL			
2 CHARGING USB PORTS		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
NOTE: APPLYING FLEET $ TO SALE FOR			
CITY OF CELINA		Subtotal From Additional Sheet(s):	
TRUCK IS IN BOUND		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	48327	=	Subtotal D:	48327

E. Order Processing Charge (Amount Per Current Policy)	Subtotal E:	

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DELIVERY IS OPTIONAL ($100)	
JET BLACK CLOTH SEATS			
EXTERIOR COLOR - GRAY		Subtotal F:	0

Delivery Date:	7-14 DAYS AFTER PO	G. Total Purchase Price (D+E+F):	48327

Attachment: Asst Chief Truck - Reliable Chevrolet (2023 Chevrolet Silverado - Asst Police Chief)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Mark Metdker, Public Safety Director
Date:	November 8, 2022
Re:	Two Ford F150s

Action Requested:

Consider and act to purchase two 2022 Ford F150s through a cooperative contract with Silsbee Ford in an amount not to exceed $101,334.50. (Berry)

Background Information:
Staff requests authorization to procure a new 2022 Ford F150 4x4 for the Fire Department. One is an enhancement (mBudget item 330) to the Fleet and the other is a replacement for unit 1630. Both are being purchased through the following cooperative agreement.

- Cooperative Agency: TIPS
- Cooperative Contract: 210907

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.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
Quote

Staff Recommendation:

Authorize the purchase as recommended.

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

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

End User: CITY OF CELINA (TIPS #TX998775) **Prepared by:** RICHARD HYDER

Contact: DAWN BERRY 469.813.4194 **Phone:** 409.300.1385

Email: DBERRY@CELINA-TX.GOV **Email:** RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F150 CREW CAB **Date:** October 31, 2022

A. **Bid Item:** 32 **A. Base Price:** $ 31,725.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1E	F150 CREW CAB 4X4 5.5' BED	$5,775.00	57Q	REAR WINDOW DEFROSTER	$ 220.00
YZ	EXTERIOR WHITE	$ -	59S	MIRROR PUDDLE LAMPS	$ 175.00
AS	INTERIOR BLACK VINYL 40/20/40	$ -	471	400W/110V OUTLET	$ 290.00
995	5.0L V8 GAS	$ -	18B	BLACK PLATFORM RUNNING BOARDS	$ 445.00
924	REAR PRIVACY GLASS	$ 100.00	54R	POWER HEATED MIRRORS	$ 305.00
101A	EQUIPMENT 101A--POWER EQUIPMENT	$ 920.00	43A	CO PILOT 360	$ 655.00
	CRUISE, REVERSE SENSING, REAR CAME	$ -	17T	TOW TECHNOLOGY PKG	$ 880.00
53A	TRAILER TOWING PKG/BRAKE CONTROL	$ 1,325.00	413	SKID PLATES	$ 160.00

Total of B. Published Options: $ 11,250.00

Published Option Discount (5%) $ (562.50)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
PW1E UPGRADE TO 2023 MODEL	$ 7,700.00		

Total of C. Unpublished Options: $ 7,700.00

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

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 317 **miles** $ 554.75

H. **Subtotal:** $ 50,667.25

I. **Quantity Ordered** 2 **x H =** $ 101,334.50

J. **Trade in:** $ -

K. **Total Purchase Price** $ 101,334.50

Attachment: Agenda 2022 1108 F150 Copy of CELINA W1E TIPS 103122 (Two F150 Fire, enhancement and replacement 1630)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Amy Alexander, Director of Information Technology
Date:	November 8, 2022
Re:	Ford Explorer - IT

Action Requested:

Consider and act to purchase a 2022 Ford Explorer through a cooperative contract with Silsbee Ford in an amount not to exceed $31,887.00. (Berry)

Background Information:

Staff requests authorization to procure a new 2022 Ford Explorer, an enhancement to the Fleet, through the following cooperative agreement.

- Cooperative Agency: TIPS
- Cooperative Contract: 210907

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.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

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.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase as recommended.

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

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

End User: CITY OF CELINA (TIPS #TX998775) **Prepared by:** RICHARD HYDER

Contact: DAWN BERRY 469.813.4194 **Phone:** 409.300.1385

Email: DBERRY@CELINA-TX.GOV **Email:** RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD EXPLORER BASE **Date:** October 13, 2022

A. **Bid Item:** 16 **A. Base Price:** $ 29,912.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K7B	FORD EXPLORER BASE RWD	$ 1,495.00			
99H	2.3L ECOBOOST I4	$ -			
YZ	EXTERIOR WHITE	$ -			
7N	INTERIOR CLOTH BUCKETS	$ -			
	POWER EQUIPMENT	$ -			
	REAR VIEW CAMERA	$ -			

Total of B. Published Options: $ 1,495.00

Published Option Discount (5%) $ (74.75)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
10/13/22-- 1 LIKE THIS AVAILABLE			

Total of C. Unpublished Options: $ -

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

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 317 **miles** $ 554.75

H. **Subtotal:** $ 31,887.00

I. **Quantity Ordered** 1 **x H =** $ 31,887.00

J. **Trade in:** $ -

K. **Total Purchase Price** $

Attachment: 2022 FORD EXPLORER - CELINA K7B 2022 TIPS 101322 (2022 Ford Explorer - IT, mbudget item 324 budget 35,000)

Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Cody Webb, Director of Parks and Recreation
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	Agriculture Lease Agreement

Action Requested:

Consider and act to authorize the City Manager to enter into an agreement for the use of undeveloped City park property as agricultural land. (Webb)

Background Information:

The City will continue to purchase vacant land for future park development. Each parcel will be evaluated independently, but the goal would be to allow the use of the property for agricultural purposes to minimize the City's financial cost to maintain the vacant land. This proposed lease agreement would be a standard lease agreement going forward and each lease agreement would be executed by the City Manager.

Legal Review:

Legal has reviewed the proposed agreement.

Supporting Documents:

Proposed agriculture lease agreement

Staff Recommendation:

Approval

AGRICULTURAL LEASE

This Agricultural Lease ("Lease") is made by and between the City of Celina, Texas ("Lessor") and _____, of Collin County, Texas ("Lessee"), to be effective on _____ (the "Effective Date"). Lessor and Lessee are each a "Party", and together the "Parties".

1. Description: Lessor leases to Lessee, for the purposes of agriculture, including cattle grazing, growth of crops, and bailing of hay, the surface estate only of property particularly described with Collin County Central Appraisal District Property ID numbers on **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Premises"). The Premises does not include any residential homes, structures, or yards located on the real property. Lessee may only use the Premises for agriculture. Lessee shall use good standard ranch practices, be prudent in ranching activities and comply with any of the applicable laws regarding the use of chemicals, and/or other applications and operations. Lessee's use of the Premises is nonexclusive, and Lessor hereby reserves any use of the Premises not inconsistent with Lessee's use of the surface for agricultural purposes. All uses of the Premises by Lessee under this Agreement shall be at Lessee's sole cost and expense. This Lease is subject to all documents of record.

2. Rent: For use of the Premises for the Initial Term (as hereinafter defined), Lessee shall pay Lessor the base rental amount of $_____ per acre, being _____ acres. The rental amount for the Initial Term shall be due and payable upon execution of this Lease. If this Lease is renewed in accordance with Section 4, the rental amount payable for such Renewal Term shall be due and payable on or before the 1st day of such Renewal Term.

3. Term and Termination:

   a. The initial term of this Lease shall begin on_____, and end on _____("Initial Term").

   b. The Lease may be renewed at the end of the Initial Term for one (1) year ("Renewal Term"; Initial Term and Renewal Term each a "Term"), if Lessee is not then in default, and Lessee shall pay Lessor as annual rental for the Renewal Term an amount to be mutually agreed upon in writing between the Parties no later than ninety (90) days before the end of the preceding Term. So long as Lessee is not in default, the Parties have the option to further renew this Lease in the same manner, subject to the same contingencies, for subsequent one-year terms, thereafter; provided, that either Party, by written notice to the other Party at least ninety (90) days prior to the end of any Term of the Lease, may terminate the Lease at the end of such Term. Unless other substantive changes are also being made to the Lease by the Parties, any annual renewal of the Lease may be agreed to and will become binding upon the delivery and execution of a letter agreement which recites the annual

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

rental terms as agreed between the Parties and which is approved and executed by Lessor and Lessee. If Lessor and Lessee are not able to agree upon the annual rent to be paid by Lessee during the Renewal Term, or any other subsequent one-year Term, then this Lease shall terminate at the end of the last Term for which Lessee shall have paid the annual rent hereunder.

c. Notwithstanding the foregoing, this Lease is subject to the right of either Party to terminate the Lease for any reason on 30 days' written notice to the other Party. Upon any such termination, the prepaid lease rent for the then current Term shall be prorated to the date of termination. If Lessee shall have unharvested crop at the time this Lease is terminated under this subsection 3.c., then Lessee shall have sixty (60) days from the termination of this Lease to remove such crop and pay the annual rent until the end of such sixty (60) days.

4. Maintenance: Lessee shall repair and maintain, at Lessee's expense, all fences and other improvements in as good condition and repair as at the inception of this Lease, less ordinary wear and tear.

5. Improvements: It is understood that there is no obligation on the part of the Lessor to place any improvements on the Premises. Lessee may, with Lessor's prior written consent, erect improvements on the surface of the Premises that serve agricultural purposes, including cattle grazing, growth of crops, and bailing of hay, so long as no injury or damage to the Premises shall result from constructing or placing such improvements on the Premises, or in removing the same from the Premises. No improvements may be constructed or placed upon the Premises that are (i) within ten (10) feet of any fence or gate, (ii) underground, or (iii) permanent. Lessee shall be permitted to remove any improvements which Lessee may place or construct on the Premises, at Lessee's expense. Lessee shall remove all Lessee's improvements from the Premises before the termination date of this Lease, without damage to the Premises. Any improvements left on the Premises more than thirty (30) days after termination shall become the property of Lessor. Lessee further agrees to deliver the Premises back to Lessor in as good condition on the date of termination as exists on the commencement date of this Lease, ordinary wear and tear excepted. No trees, shrubs, or other vegetation may be cut down or removed without Lessor's prior written consent.

6. Independent Lessee. It is expressly understood and agreed that Lessee shall conduct all activities described herein as an independent lessee and not as an officer, agent, servant, or employee of the Lessor. Lessee shall have exclusive control of and the exclusive right to control the details of such activities, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of respondeat superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the activities described hereunder by Lessee shall be considered an officer, agent, servant, or employee of the Lessor. Further, it is specifically understood and agreed that

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

nothing in this Lease is intended or shall be construed as creating vicarious liability of Lessor. The Lessor does not have the power to direct or control the order, manner, means, methods, or details in which the Lessee's activities are done, except as specified by this Lease.

7. Environmental Provisions: As used in this Lease, the term "Hazardous Materials" means any substance defined or identified as a hazardous or toxic substance, waste, or material under any applicable federal, state, or local statute or regulation. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remedial, removal, or restoration work performed in response to any federal, state, or local government authority or private attorney general action, or pursuant to any federal, state, or local statute, rule, regulation, or other law. Lessee agrees (a) not to store any Hazardous Materials on the Premises; (b) to remove from the Premises any Hazardous Materials placed or released thereon by Lessee or Lessee's agents, servants, employees, contractors, or subcontractors; (c) to perform all Remedial Work, where the need arises from direct causes or in connection with Lessee's operations on the Premises; and (d) to comply in all respects with all federal, state, and local government laws and regulations governing operations and Remedial Work on or associated with the Premises. Such Remedial Work shall be performed by one or more contractors and under the supervision of a consulting engineer, and such contractors and engineers shall be well qualified in the use, handling, and disposal of Hazardous Materials and shall be approved in writing by Lessor. All costs and expenses of Remedial Work shall be paid by Lessee, including, without limitation, the charges of such contractors and the consulting engineer, and Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. Lessee promises to immediately notify Lessor of any claim or other action by any governmental agency or other third party involving the actual or alleged existence of Hazardous Materials on the Premises, and to provide Lessor with copies of (i) any notice of any release of Hazardous Materials given by Lessee pursuant to any law or regulation, and (ii) any report of and response to any such incident. LESSEE AGREES TO INDEMNIFY AND SAVE LESSOR HARMLESS IN THE MANNER PROVIDED ELSEWHERE IN THIS LEASE FROM ALL CLAIMS, LIABILITIES, FEES, AND EXPENSES OF ANY KIND THAT ARISE FROM THE ACTUAL OR ALLEGED PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS CAUSED BY LESSEE'S OPERATIONS ON THE PREMISES. THIS INDEMNIFICATION SHALL INCLUDE COSTS IN CONNECTION WITH ANY REMEDIAL WORK WHEN PERFORMED BY LESSOR OR ANY THIRD PARTY IN RESPONSE TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AUTHORITY, LAWS OR REGULATIONS, AND SUCH SUMS SHALL BE DUE AND PAYABLE AS ADDITIONAL RENT UPON DEMAND THEREFOR BY LESSOR. The provisions of this Section shall bind Lessee and Lessee's successors and assigns and no assignment by Lessee of any or all of its rights under this Lease shall relieve Lessee of its obligations hereunder. The provisions of this Section shall survive termination or expiration of this Lease.

8. Indemnity. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OR ACT OCCURRING IN OR UPON THE PREMISES OR ANY PART THEREOF OR CAUSED BY ANY DEFECT IN THE PREMISES. LESSEE HEREBY WAIVES ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

SUCH LOSS OR INJURY. LESSEE FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS LESSOR, LESSOR'S DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, LOSSES, DAMAGES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) FOR INJURIES, DEATH, OR PROPERTY DAMAGES (INCLUDING INJURIES, DEATH, OR PROPERTY DAMAGE SUFFERED BY LESSEE'S EMPLOYEES OR THE EMPLOYEES OF ITS AGENTS OR CONTRACTORS) WHICH OCCURRED, OR ARE ALLEGED TO HAVE OCCURRED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE USE OF THE PREMISES. THIS INDEMNITY OBLIGATION SPECIFICALLY INCLUDES ANY CLAIMS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, LOSSES, DAMAGES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY, OR OTHERWISE) ALLEGING LESSOR'S NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY REGARDLESS OF WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY IS THE SOLE OR A JOINT AND CONCURRING CAUSE OF THE INJURIES, DEATH, OR PROPERTY DAMAGE. LESSEE WILL ASSURE THAT ALL OF LESSEE'S OFFICERS, EMPLOYEES, AGENTS, AND INVITEES WITH ACCESS TO THE PREMISES ARE FULLY AWARE AND KNOWLEDGEABLE OF THE RISKS ASSOCIATED WITH LESSEE'S USE OF THE PREMISES AND ARE FULLY AWARE AND KNOWLEDGEABLE OF THE PROCEDURES AND PRECAUTIONS NECESSARY TO MINIMIZE SUCH RISKS, INCLUDING, WITHOUT LIMITATION, THOSE PROCEDURES AND PRECAUTIONS SET FORTH IN APPLICABLE OSHA REGULATIONS. THE RISK OF LOSS OR DAMAGE TO THE PREMISES RESULTING FROM LESSEE'S USE THEREOF SHALL AT ALL TIMES DURING THE TERM HEREOF BE BORNE BY LESSEE. THE LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LESSOR AND THE LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.THE LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LEASE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION. The provisions of this Section shall survive termination or expiration of this Lease.

9. Warranties: EXCEPT FOR LESSOR'S WARRANTY OF TITLE TO THE PREMISES, LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF THE PREMISES OR THE FITNESS/SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR PURPOSE INCLUDING (WITHOUT LIMITATION) FARMING, RANCHING, OR GRAZING, NOR REGARDING THE EXISTENCE OR AVAILABILITY OF WATER FOR LIVESTOCK OR OTHER PURPOSES, ALL WARRANTIES AND REPRESENTATIONS (OTHER THAN TITLE), WHETHER EXPRESS OR IMPLIED, BEING EXPRESSLY DENIED. LESSEE ACKNOWLEDGES AND AGREES THAT HE IS TAKING THE PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY LESSOR THAT THE PREMISES HAVE ANY PARTICULAR FINANCIAL VALUE OR ARE FIT FOR ANY PARTICULAR PURPOSE OR USE. LESSEE FURTHER ACKNOWLEDGES AND STIPULATES THAT HE IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE CONDITION

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

OF THE PREMISES BUT IS RELYING ENTIRELY ON HIS OWN EXAMINATION AND KNOWLEDGE OF THE PREMISES.

10. Governmental Immunity. By executing this Lease, the Lessor DOES NOT WAIVE ITS RIGHT OF GOVERNMENTAL IMMUNITY. The Lessor does not grant consent to be sued by legislative resolution or action.

11. Insurance: During the Term of this Lease, Lessee shall carry adequate (i) comprehensive commercial general liability and automobile insurance in the amount of not less than $1,000,000.00 for operations performed by Lessee pursuant to this Lease, and (ii) a worker's compensation policy in the minimum statutory amounts which covers anyone accessing the Premises through Lessee. Each policy shall name Lessor as an additional insured party, shall provide for a waiver of subrogation as to the Lessor, and upon execution, Lessee shall furnish to Lessor a valid certificate evidencing such insurance coverage each year on or prior to the anniversary date of this Lease. Each policy shall further provide that the policy may not be canceled by the issuer thereof without at least 30 days' written notice to Lessor.

12. Subject to Sale: Lessor reserves the right to sell the Premises, in whole or in part, at any time, subject to Section 4 above respecting the right of either Party to terminate this Lease upon 30 days' notice.

13. Lessor's Rights: Lessor reserves the right, at any time, to execute and deliver other leases covering the Premises or any portion thereof, as well as valid rights-of-way or easements on the Premises or any part thereof; and this Lease shall be subject to any such leases, rights-of-way, or easements as may be executed by Lessor. Lessor may construct and install pipelines, cables, utilities, and other improvements for its own use.

14. Sublet or Assign: Lessee shall not assign this Lease or sublet the Premises, in whole or in part. Any attempted assignment or subletting shall be a default and Lessor may immediately terminate the Lease, at the option of Lessor, its agents, successors, or assigns.

15. Lessee Compliance: If Lessee fails to comply with any part of this Lease, the Lessor, its agents, successors, or assigns, may at their option terminate this Lease and eject Lessee and all Parties from the Premises without being guilty of trespass or liable for damages.

16. Surrender: Upon termination of this Lease, Lessee agrees to peacefully deliver possession of the Premises to the Lessor, its agents, successors, or assigns. If Lessee fails to deliver peaceful possession, Lessor may take possession of the Premises, without breaching the peace, and eject all Parties from the Premises without being guilty of trespass and all damages occasioned thereby are hereby waived.

17. Law and Venue: This Lease shall be construed and enforced in accordance with the laws of the State of Texas and, to the extent applicable, of the United States of America. In the event of any conflict between the Parties arising out of this Lease, such proceeding shall be

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

brought in a court of competent jurisdiction in Collin County, Texas, wherein this Lease is performable in its entirety. Lessee agrees to comply with any and all applicable City ordinances or regulations, including the keeping of livestock.

18. Notices: Any written notice given, or required to be given, under or by reason of this Lease shall be delivered either in person or by certified mail, return receipt requested, addressed as follows:

If to Lessor:

Name: Jason Laumer (City of Celina, Texas)
Address: 142 N. Ohio St., Celina, TX 75009
Phone: 972-382-2682
Email:Jlaumer@celina-tx.gov

If to Lessee:

Name:
Address:
Phone:
Email:

19. Authority: The City Manager of the City of Celina shall have the authority to negotiate the terms of this Agreement and execute this Agreement.

(*signatures on following pages*)

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

EXECUTED THIS _____ DAY OF _____. 20___.

"LESSOR"
CITY OF CELINA, TEXAS

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____ of the City of Celina, Texas, a Texas hole rule municipality, on behalf of said municipality.

My Commission Expires: _____

_____
Notary Public, State of Texas

_____
Notary's Printed Name

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

"LESSEE"

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____ of _____, on behalf of said Lessee.

My Commission Expires: _____

_____

Notary Public, State of Texas

_____

Notary's Printed Name

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

Exhibit A
Premises
(Property Location)

Attachment: Celina Agricultural Lease - v2 C.S. 9.30.22 (Agriculture Agreement)

Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Cody Webb, Director of Parks and Recreation
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	Pasture Lease Agreement

Action Requested:
Consider and act to authorize the City Manager to enter into an agreement for the lease of undeveloped City park property as pasture land. (Webb)

Background Information:
The City will continue to purchase vacant land for future park development. Each parcel will be evaluated independently, but the goal would be to allow the use of the property for agricultural purposes to minimize the City's financial cost to maintain the vacant land. This proposed lease agreement would be a standard lease agreement going forward and each lease agreement would be executed by the City Manager.

Legal Review:
Legal has reviewed the proposed agreement.

Supporting Documents:
Proposed pasture lease agreement

Staff Recommendation:
Approval

PASTURE LEASE

This Pasture Lease ("Lease") is made by and between the City of Celina, Texas ("Lessor") and _____, of Collin County, Texas ("Lessee"), to be effective on _____ (the "Effective Date"). Lessor and Lessee are each a "Party", and together the "Parties".

1. Description: Lessor leases to Lessee, for the purposes of grazing cattle only, the surface estate only of property particularly described with Collin County Central Appraisal District Property ID numbers on **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Premises"). The Premises does not include any residential homes, structures, or yards located on the real property. Lessee may only use the Premises for cattle grazing purposes. Lessee shall use good standard ranch practices, be prudent in ranching activities and comply with any of the applicable laws regarding the use of chemicals, and/or other applications and operations. Lessee's use of the Premises is nonexclusive, and Lessor hereby reserves any use of the Premises not inconsistent with Lessee's use of the surface for cattle grazing purposes. All uses of the Premises by Lessee under this Agreement shall be at Lessee's sole cost and expense. This Lease is subject to all documents of record.

2. Rent: For use of the Premises for the Initial Term (as hereinafter defined), Lessee shall pay Lessor the base rental amount of $_____ per acre, being _____ acres. The rental amount for the Initial Term shall be due and payable upon execution of this Lease. If this Lease is renewed in accordance with Section 4, the rental amount payable for such Renewal Term shall be due and payable on or before the 1st day of such Renewal Term.

3. Term and Termination:

   a. The initial term of this Lease shall begin on_____, and end on _____("Initial Term").

   b. The Lease may be renewed at the end of the Initial Term for one (1) year ("Renewal Term"; Initial Term and Renewal Term each a "Term"), if Lessee is not then in default, and Lessee shall pay Lessor as annual rental for the Renewal Term an amount to be mutually agreed upon in writing between the Parties no later than ninety (90) days before the end of the preceding Term. So long as Lessee is not in default, the Parties have the option to further renew this Lease in the same manner, subject to the same contingencies, for subsequent one-year terms, thereafter; provided, that either Party, by written notice to the other Party at least ninety (90) days prior to the end of any Term of the Lease, may terminate the Lease at the end of such Term. Unless other substantive changes are also being made to the Lease by the Parties, any annual renewal of the Lease may be agreed to and will become binding upon the delivery and execution of a letter agreement which recites the annual rental terms as agreed between the Parties and which is approved and

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

executed by Lessor and Lessee. If Lessor and Lessee are not able to agree upon the annual rent to be paid by Lessee during the Renewal Term, or any other subsequent one-year Term, then this Lease shall terminate at the end of the last Term for which Lessee shall have paid the annual rent hereunder.

c. Notwithstanding the foregoing, this Lease is subject to the right of either Party to terminate the Lease for any reason on 30 days' written notice to the other Party. Upon any such termination, the prepaid lease rent for the then current Term shall be prorated to the date of termination.

4. Maintenance: Lessee shall repair and maintain, at Lessee's expense, all fences and other improvements in as good condition and repair as at the inception of this Lease, less ordinary wear, and tear.

5. Improvements: It is understood that there is no obligation on the part of the Lessor to place any improvements on the Premises. Lessee may, with Lessor's prior written consent, erect improvements on the surface of the Premises that serve the purposes of cattle grazing, so long as no injury or damage to the Premises shall result from constructing or placing such improvements on the Premises, or in removing the same from the Premises. No improvements may be constructed or placed upon the Premises that are (i) within ten (10) feet of any fence or gate, (ii) underground, or (iii) permanent. Lessee shall be permitted to remove any improvements which Lessee may place or construct on the Premises, at Lessee's expense. Lessee shall remove all Lessee's improvements from the Premises before the termination date of this Lease, without damage to the Premises. Any improvements left on the Premises more than thirty (30) days after termination shall become the property of Lessor. Lessee further agrees to deliver the Premises back to Lessor in as good condition on the date of termination as exists on the commencement date of this Lease, ordinary wear and tear excepted. No trees, shrubs, or other vegetation may be cut down or removed without Lessor's prior written consent.

6. Independent Lessee. It is expressly understood and agreed that Lessee shall conduct all activities described herein as an independent lessee and not as an officer, agent, servant, or employee of the Lessor. Lessee shall have exclusive control of and the exclusive right to control the details of such activities, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of respondeat superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the activities described hereunder by Lessee shall be considered an officer, agent, servant, or employee of the Lessor. Further, it is specifically understood and agreed that nothing in this Lease is intended or shall be construed as creating vicarious liability of Lessor. The Lessor does not have the power to direct or control the order, manner, means, methods, or details in which the Lessee's activities are done, except as specified by this Lease.

7. Environmental Provisions: As used in this Lease, the term "Hazardous Materials" means any substance defined or identified as a hazardous or toxic substance, waste, or material

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

under any applicable federal, state, or local statute or regulation. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remedial, removal, or restoration work performed in response to any federal, state, or local government authority or private attorney general action, or pursuant to any federal, state, or local statute, rule, regulation, or other law. Lessee agrees (a) not to store any Hazardous Materials on the Premises; (b) to remove from the Premises any Hazardous Materials placed or released thereon by Lessee or Lessee's agents, servants, employees, contractors, or subcontractors; (c) to perform all Remedial Work, where the need arises from direct causes or in connection with Lessee's operations on the Premises; and (d) to comply in all respects with all federal, state, and local government laws and regulations governing operations and Remedial Work on or associated with the Premises. Such Remedial Work shall be performed by one or more contractors and under the supervision of a consulting engineer, and such contractors and engineers shall be well qualified in the use, handling, and disposal of Hazardous Materials and shall be approved in writing by Lessor. All costs and expenses of Remedial Work shall be paid by Lessee, including, without limitation, the charges of such contractors and the consulting engineer, and Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. Lessee promises to immediately notify Lessor of any claim or other action by any governmental agency or other third party involving the actual or alleged existence of Hazardous Materials on the Premises, and to provide Lessor with copies of (i) any notice of any release of Hazardous Materials given by Lessee pursuant to any law or regulation, and (ii) any report of and response to any such incident. LESSEE AGREES TO INDEMNIFY AND SAVE LESSOR HARMLESS IN THE MANNER PROVIDED ELSEWHERE IN THIS LEASE FROM ALL CLAIMS, LIABILITIES, FEES, AND EXPENSES OF ANY KIND THAT ARISE FROM THE ACTUAL OR ALLEGED PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS CAUSED BY LESSEE'S OPERATIONS ON THE PREMISES. THIS INDEMNIFICATION SHALL INCLUDE COSTS IN CONNECTION WITH ANY REMEDIAL WORK WHEN PERFORMED BY LESSOR OR ANY THIRD PARTY IN RESPONSE TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AUTHORITY, LAWS OR REGULATIONS, AND SUCH SUMS SHALL BE DUE AND PAYABLE AS ADDITIONAL RENT UPON DEMAND THEREFOR BY LESSOR. The provisions of this Section shall bind Lessee and Lessee's successors and assigns and no assignment by Lessee of any or all its rights under this Lease shall relieve Lessee of its obligations hereunder. The provisions of this Section shall survive termination or expiration of this Lease.

8. Indemnity. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OR ACT OCCURRING IN OR UPON THE PREMISES OR ANY PART THEREOF OR CAUSED BY ANY DEFECT IN THE PREMISES. LESSEE HEREBY WAIVES ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS OR INJURY. LESSEE FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS LESSOR, LESSOR'S DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, LOSSES, DAMAGES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) FOR INJURIES, DEATH, OR PROPERTY

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

DAMAGES (INCLUDING INJURIES, DEATH, OR PROPERTY DAMAGE SUFFERED BY LESSEE'S EMPLOYEES OR THE EMPLOYEES OF ITS AGENTS OR CONTRACTORS) WHICH OCCURRED, OR ARE ALLEGED TO HAVE OCCURRED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE USE OF THE PREMISES. THIS INDEMNITY OBLIGATION SPECIFICALLY INCLUDES ANY CLAIMS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, LOSSES, DAMAGES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY, OR OTHERWISE) ALLEGING LESSOR'S NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY REGARDLESS OF WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY IS THE SOLE OR A JOINT AND CONCURRING CAUSE OF THE INJURIES, DEATH, OR PROPERTY DAMAGE. LESSEE WILL ASSURE THAT ALL OF LESSEE'S OFFICERS, EMPLOYEES, AGENTS, AND INVITEES WITH ACCESS TO THE PREMISES ARE FULLY AWARE AND KNOWLEDGEABLE OF THE RISKS ASSOCIATED WITH LESSEE'S USE OF THE PREMISES AND ARE FULLY AWARE AND KNOWLEDGEABLE OF THE PROCEDURES AND PRECAUTIONS NECESSARY TO MINIMIZE SUCH RISKS, INCLUDING, WITHOUT LIMITATION, THOSE PROCEDURES AND PRECAUTIONS SET FORTH IN APPLICABLE OSHA REGULATIONS. THE RISK OF LOSS OR DAMAGE TO THE PREMISES RESULTING FROM LESSEE'S USE THEREOF SHALL AT ALL TIMES DURING THE TERM HEREOF BE BORNE BY LESSEE. THE LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LESSOR AND THE LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.THE LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LEASE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION. The provisions of this Section shall survive termination or expiration of this Lease.

9. Warranties: EXCEPT FOR LESSOR'S WARRANTY OF TITLE TO THE PREMISES, LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF THE PREMISES OR THE FITNESS/SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR PURPOSE INCLUDING (WITHOUT LIMITATION) FARMING, RANCHING, OR GRAZING, NOR REGARDING THE EXISTENCE OR AVAILABILITY OF WATER FOR LIVESTOCK OR OTHER PURPOSES, ALL WARRANTIES AND REPRESENTATIONS (OTHER THAN TITLE), WHETHER EXPRESS OR IMPLIED, BEING EXPRESSLY DENIED. LESSEE ACKNOWLEDGES AND AGREES THAT HE IS TAKING THE PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY LESSOR THAT THE PREMISES HAVE ANY PARTICULAR FINANCIAL VALUE OR ARE FIT FOR ANY PARTICULAR PURPOSE OR USE. LESSEE FURTHER ACKNOWLEDGES AND STIPULATES THAT HE IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE PREMISES BUT IS RELYING ENTIRELY ON HIS OWN EXAMINATION AND KNOWLEDGE OF THE PREMISES.

10. Governmental Immunity. By executing this Lease, the Lessor DOES NOT WAIVE ITS RIGHT OF GOVERNMENTAL IMMUNITY. The Lessor does not grant consent to be sued by legislative resolution or action.

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

11. Insurance: During the Term of this Lease, Lessee shall carry adequate (i) comprehensive commercial general liability and automobile insurance in the amount of not less than $1,000,000.00 for operations performed by Lessee pursuant to this Lease, and (ii) a worker's compensation policy in the minimum statutory amounts which covers anyone accessing the Premises through Lessee. Each policy shall name Lessor as an additional insured party, shall provide for a waiver of subrogation as to the Lessor, and upon execution, Lessee shall furnish to Lessor a valid certificate evidencing such insurance coverage each year on or prior to the anniversary date of this Lease. Each policy shall further provide that the policy may not be canceled by the issuer thereof without at least 30 days' written notice to Lessor.

12. Subject to Sale: Lessor reserves the right to sell the Premises, in whole or in part, at any time, subject to Section 4 above respecting the right of either Party to terminate this Lease upon 30 days' notice.

13. Lessor's Rights: Lessor reserves the right, at any time, to execute and deliver other leases covering the Premises or any portion thereof, as well as valid rights-of-way or easements on the Premises or any part thereof; and this Lease shall be subject to any such leases, rights-of-way, or easements as may be executed by Lessor. Lessor may construct and install pipelines, cables, utilities, and other improvements for its own use.

14. Sublet or Assign: Lessee shall not assign this Lease or sublet the Premises, in whole or in part. Any attempted assignment or subletting shall be a default and Lessor may immediately terminate the Lease, at the option of Lessor, its agents, successors, or assigns.

15. Lessee Compliance: If Lessee fails to comply with any part of this Lease, the Lessor, its agents, successors, or assigns, may at their option terminate this Lease and eject Lessee and all Parties from the Premises without being guilty of trespass or liable for damages.

16. Surrender: Upon termination of this Lease, Lessee agrees to peacefully deliver possession of the Premises to the Lessor, its agents, successors, or assigns. If Lessee fails to deliver peaceful possession, Lessor may take possession of the Premises, without breaching the peace, and eject all Parties from the Premises without being guilty of trespass and all damages occasioned thereby are hereby waived.

17. Law and Venue: This Lease shall be construed and enforced in accordance with the laws of the State of Texas and, to the extent applicable, of the United States of America. In the event of any conflict between the Parties arising out of this Lease, such proceeding shall be brought in a court of competent jurisdiction in Collin County, Texas, wherein this Lease is performable in its entirety. Lessee agrees to comply with any and all applicable City ordinances or regulations, including the keeping of livestock.

18. Notices: Any written notice given, or required to be given, under or by reason of this Lease shall be delivered either in person or by certified mail, return receipt requested, addressed as follows:

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

If to Lessor:

Name: Jason Laumer (City of Celina, Texas)
Address: 142 N. Ohio St., Celina, TX 75009
Phone: 972-382-2682
Email: Jlaumer@celina-tx.gov

If to Lessee:

Name:
Address:
Phone:
Email:

19. Authority: The City Manager of the City of Celina shall have the authority to negotiate the terms of this Agreement and execute this Agreement.

(*Signatures on following pages*)

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

EXECUTED THIS _____ DAY OF _____. 20___.

"LESSOR"
CITY OF CELINA, TEXAS

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____ of the City of Celina, Texas, a Texas hole rule municipality, on behalf of said municipality.

My Commission Expires: _____

_____
Notary Public, State of Texas

_____
Notary's Printed Name

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

"LESSEE"

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, _____ of _____, on behalf of said Lessee.

My Commission Expires: _____

_____
Notary Public, State of Texas

_____
Notary's Printed Name

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

Exhibit A
Premises
(Property Location)

Attachment: Celina Pasture Lease - Bonfire Park v3 C.S. 9.30.22 (Pasture Lease Agreement)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Economic Development Performance Agreement - NWC Tollway/Frontier, LP

Action Requested:

Consider and act upon an Economic Development Performance Agreement by and between the City of Celina and NWC Tollway/Frontier, LP, for economic incentive funding under Chapter 380 of the Texas Local Government Code. (NWC Tollway/Frontier, LP) (Satarino)

Background Information:

This Economic Development Performance Agreement is between the City of Celina, Texas, Celina Economic Development Corporation (CEDC), and NWC Tollway/Frontier, LP (Developer). The Developer is the owner of the property at 2700 to 2820 W. Frontier Parkway, Celina, Texas.

- The Creeks at Celina retail development to be constructed on the property, shall consist of a minimum of four (4) separate retail buildings, each a minimum of 9,000 square feet of retail space. The Developer agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the qualified expenditures made to the property in a minimum amount of $300,000.00.

- The City agrees to provide to the Developer a grant in the amount of fifty percent (50%) of the water, sewer, and roadway impact fees imposed by the City on the Developer for the property pursuant to City policy, and Chapter 395 of the Texas Local Government Code.

- CEDC agrees to submit a reimbursement to the Developer for qualified expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an aggregate amount not to exceed $300,000.

Board Review/Citizen Input:

CEDC voted to approve this incentive agreement with a vote of 4 to 1 (Daniel Gall being the dissenting vote) at their November 1, 2022 meeting.

Alternatives:

N/A

Financial Considerations:

The City agrees to provide to the Developer a grant in the amount of fifty percent (50%) of the water, sewer, and roadway impact fees imposed by the City on the Developer for the property pursuant to City policy, and Chapter 395 of the Texas Local Government Code.

Legal Review:
The agreement has been reviewed by the City Attorney.

Supporting Documents:
Economic Development Performance Agreement

Staff Recommendation:
Staff recommends for approval.

Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXA**S, a Texas home-rule municipality (hereinafter referred to as the "City"); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **NWC TOLLWAY/FRONTIER, LP**, a Texas limited partnership (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer for the Facility (as hereinafter defined) will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the state and City, will eliminate unemployment and underemployment in the state and City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, is in the best interests of the City and the Developer, and meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the CEDC is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

WHEREAS, Developer has applied to the City and CEDC for financial assistance necessary to construct The Creeks at Celina retail development to be generally located at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, The Creeks at Celina retail development to be constructed on the Property, shall consist of a minimum of four (4) separate retail buildings, each a minimum of 9,000 square feet of retail space, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City, to approve all programs and expenditures of the CEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, CEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **November 1, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Economic Development Performance Agreement, authorized by Chapters 380, 501 and 504 of the Texas Local Government

Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

Code, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.

(c) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.

(d) **City.** The word "City" means the City of Celina, Collin and Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is 112 N. Colorado Street, Celina, Texas 75009.

(e) **City Regulation**. The word "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, and as are applicable to the Facility.

(f) **Developer.** The word "Developer" means NWC Tollway/Frontier, LP, a Texas limited partnership, its successors and assigns, whose address for the purposes of this Agreement is 3102 Maple Avenue, Suite 500, Dallas, Texas 75201.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, the City, and the CEDC.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Facility.** The word "Facility" means The Creeks at Celina retail development to be constructed on the Property, and consisting of a minimum of four (4) separate retail buildings, each a minimum of 9,000 square feet of retail space, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

(j) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

(k) **Property.** The word "Property" means at 2700 to 2820 W. Frontier Parkway, City of Celina, Collin County, Texas, and as more particularly described in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.

(l) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction of the Facility located on the Property, and which meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act. The term "Qualified

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Expenditures" shall include infrastructure necessary to promote or develop new or expanded business enterprises, limited to: streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and telecommunications and Internet improvements.

(m) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with City and CEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2025**;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2025;**

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **November 1, 2028**.

If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

(b) **Development of the Facility**. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(c) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained a certificate of occupancy from the City for the Facility located on the Property as follows:

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(1) building one by **November 1, 2025**;
(2) building two by **November 1, 2025**;
(3) building three by **November 1, 2028**; and
(4) building four by **November 1, 2028**.

(d) **Leases for the Facility.** Developer covenants and agrees use commercially reasonable efforts to obtain or cause to be obtained a minimum of executed leases for a minimum of 4,500 square feet of leased space upon such economic terms as Developer shall approve in its sole and absolute discretion as follows:

(1) building one by **May 1, 2025**;
(2) building two by **May 1, 2025**;
(3) building three by **May 1, 2028**; and
(4) building four by **May 1, 2028**.

(e) **Job Creation and Retention.** Developer covenants and agrees by **May 1, 2025**, and during the Term of this Agreement to cause to be employed and maintained at the Property a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. The City and/or CEDC may require the Developer so submit a job compliance affidavit, certifying compliance with the requirement in this subsection.

(f) **Prohibited Uses**: Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the "Prohibited Uses").

(g) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and CEDC such other promissory notes, instruments, documents and other agreements as the City and CEDC or its attorneys may reasonably request to evidence this Agreement.

(h) **Groundbreaking and Opening Ceremonies**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.

(i) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.

SECTION 5. OBLIGATIONS OF THE CITY.

The City covenants and agrees with the CEDC and Developer that, while this Agreement is in effect the City shall comply with the following terms and conditions:

Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

(a) **Water, Sewer, and Roadway Impact Fee Grant.** The City covenants and agrees to provide Developer a grant in the amount of fifty percent (50%) of the water, sewer, and roadway impact fees imposed by the City on the Developer for the Property pursuant to City policy, and Chapter 395 of the Texas Local Government Code. The grant shall be applied as an offset at the time of said water, sewer, and roadway impact fee payment by Developer to City, which shall occur prior to granting of a building permit for the Property, or as agreed to by the parties.

(b) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

CEDC covenants and agrees with the City and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit reimbursement to Developer for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an aggregate amount not to exceed the lesser of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC within thirty (30) days of receipt of said documentation, and as follows:

(1) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building one;

(2) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building two;

(3) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building three; and

(4) **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** for building four.

(b) **Performance**. CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES.

The City and CEDC shall have no obligation to advance or disburse the financial assistance described herein if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 8. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

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(a) **General Event of Default.** Failure of Developer, City, or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes or other Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, or any of its affiliates or related entities, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City, CEDC, and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof, Developer makes an Event of Default.

(f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default.

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and the CEDC to Developer pursuant to Sections 5 and 6 of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION; LIMITATION ON LIABILITY.

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(a) TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

(b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, 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 Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC 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 or CEDC, 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 and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the

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individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to the City:	City of Celina, Texas 112 N. Colorado Street Celina, Texas 75009 Attn: Jason Laumer, City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009 Attn: Alexis Jackson, Executive Director Telephone: (972) 382-3455
if to Developer:	NWC Tollway-Frontier, LP 3102 Maple Avenue, Suite 500 Dallas, Texas 75201 Attn: Tim Baker, Vice President Telephone: (214) 720-6601

(h) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

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(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City or CEDC notifies Developer of the violation.

(k) **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.

(l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 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 2270 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.

(m) **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.

(n) **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).

(o) **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.

(p) **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]

Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

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DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality,

_____
Sean Terry, Mayor
Date Signed: _____

ATTEST:

_____
Lauren Field, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Kyle Rose, President
Date Signed: _____

DEVELOPER:

NWC TOLLWAY/FRONTIER, LP,
a Texas limited partnership**,**
By: GP NWC Tollway/Frontier One, L.L.C.
Its: General Partner

By: _____
Its: Manager _____
Date Signed: _____

Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

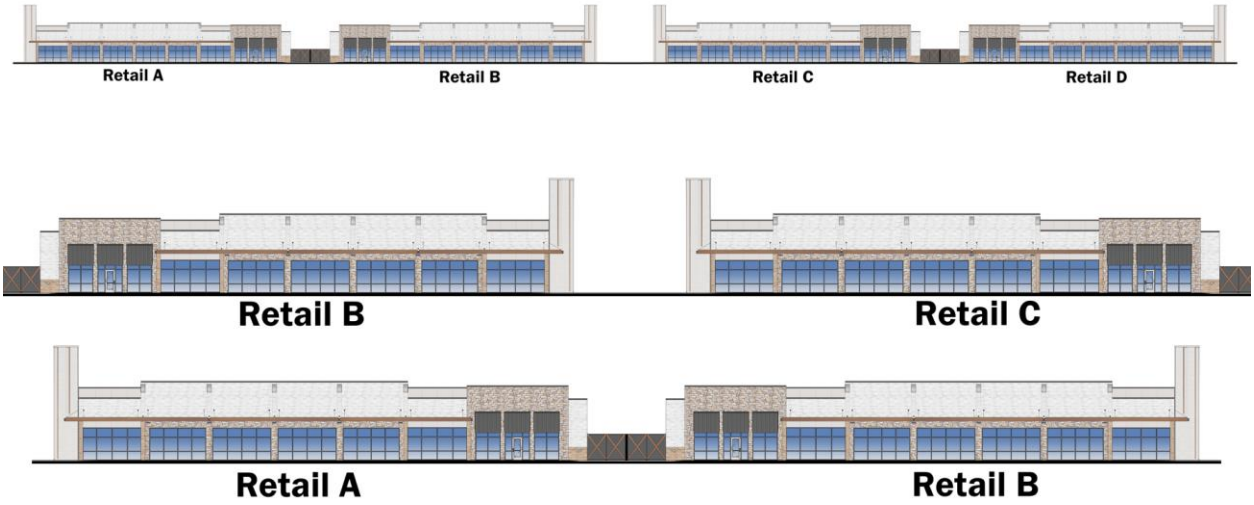
Exhibit A

[Legal Description and/or Depiction of the Property]

Lot 64, Block A, of CREEKS OF LEGACY PHASE 2B, an Addition to the City of Celina, Collin County, Texas, according to the map or plat thereof recorded in Volume 2017, Page 598, of the Plat Records of Collin County Texas.

Exhibit B

[Depiction of the Facility]



Attachment: EDC and City - Performance Agmt 380 Agreement - NWC Tollway-Frontier LP - Weitzman - v3 C.S. 10.28.22 - jlm rev clean - 103122

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Creek Pointe Estates - First Amended DA

Action Requested:
Consider and act upon an amendment to the Development Agreement for approximately 36 acres of land, generally located west of future Custer Road and approximately 1,800 feet north of future Ousley Boulevard, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Creek Pointe Estates – First Amended DA) (Lopez)

Applicant:
Like Mind Strategy Group, LTD
10182 County Road 133
Celina, TX 75009

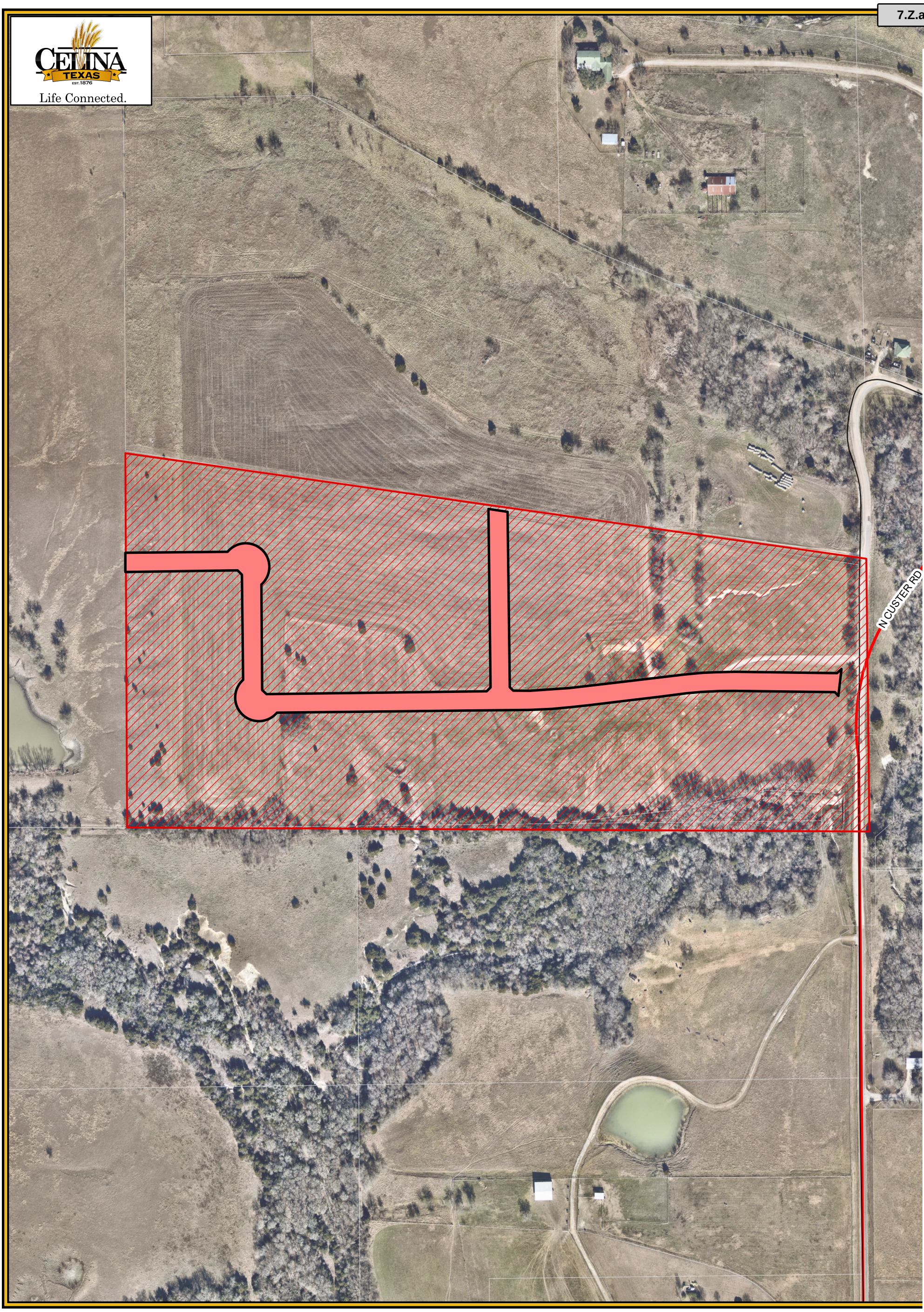
Background:
The Creek Pointe Estates Development Agreement is being revised in order to clarify the terms of the agreement and annexation. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (Creek Pointe Estates – First Amended DA)

Legend

- Subject Property
- ROW
- City Limits
- Roads
- Parcels

Creek Pointe Estates

City of Celina

3/15/2022

N W E S

0 220 440 Feet

DEVELOPMENT AGREEMENT ANNEXATION COVENANT

This **DEVELOPMENT AGREEMENT ANNEXATION COVENANT** ("**Annexation Covenant**") is made and executed to be effective as of September 14, 2021 ("**Effective Date**") and is by and between **LIKE MIND STRATEGY GROUP, LTD.**, a Texas limited partnership ("**Developer**") and **CITY OF CELINA, TEXAS**, a home rule municipality ("**City**"). City and Developer are sometimes collectively referred to herein as the "**Parties**" and each of the Parties is sometimes singularly referred to herein as a "**Party**."

P R E M I S E S:

WHEREAS, the Parties executed that certain Development Agreement with effective date of September 14, 2021 (the "**Development Agreement**") for the development of approximately 35.945 acres of land located in the City's extraterritorial jurisdiction, generally located northwest of the intersection of County Road 127 and County Road 129, in Collin County, Texas (the "**Property**"), and more thoroughly described in the Development Agreement;

WHEREAS, the Parties wish to acknowledge each Party's intent that the Property be annexed by the City upon satisfaction of the Development Agreement terms and that this annexation covenant runs with the land and is binding on all future owners of the Property; and

WHEREAS, the Parties acknowledge and agree that all provisions and terms contained in the Development Agreement remain in full force and effect.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements contained herein and in the Development Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge the following:

1. Capitalized Terms. All capitalized terms used in this Amendment, but not otherwise defined herein, shall have the same meanings assigned to the terms in the Development Agreement.

2. Acknowledgement of Annexation Obligations. The Parties agree that notwithstanding any other provision of the Development Agreement, the Developer's annexation obligations described in Sections 6.1 and 6.2 of the Development Agreement shall constitute covenants running with the Property, are binding on Developer's future successors and assigns to the extent that such successors and assigns own all or any portion of the Property, and survive termination of the Development Agreement for two years.

3. Ratification of Development Agreement. All terms and provisions of the Development Agreement and the rights of Developer and City thereunder remain unchanged and in full force and effect. The Development Agreement is hereby ratified and confirmed in all

Attachment: Draft Agreement (Creek Pointe Estates – First Amended DA)

respects. In the event of a perceived conflict between the terms of the Development Agreement and the terms hereof, the terms of this Annexation Covenant shall control.

4. Recordation. The Parties agree that this Annexation Covenant shall be recorded in the deed records of each county within which the Property is located.

5. Counterparts. This Annexation Covenant may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. For purposes of this Annexation Covenant, any signature transmitted by facsimile or e-mail (in .pdf or comparable format) shall be considered to have the same legal and binding effect as any original signature.

IN WITNESS WHEREOF, the Parties have executed this Annexation Covenant to be effective as of the Effective Date set forth above.

[signatures on the following pages]

Attachment: Draft Agreement (Creek Pointe Estates – First Amended DA)

City:

CITY OF CELINA, TEXAS
a Texas Home Rule Municipality

By: _____
Sean Terry, Mayor

Date of Execution: _____

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Sean Terry, 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:_____

Attachment: Draft Agreement (Creek Pointe Estates – First Amended DA)

Developer:

LIKE MIND STRATEGY GROUP, LTD.
a Texas Limited Partnership

By: B.C. Security Investments, LLC, its General Partner

By: _____
Cyndee V. Herrin, Vice-President

Date of Execution: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared Cyndee V. Herrin, Vice President of B.C. Security Investments, LLC, general partner of Like Mind Strategy Group, Ltd. a Texas limited partnership and acknowledged that she executed the foregoing document on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

Attachment: Draft Agreement (Creek Pointe Estates – First Amended DA)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	SW Carey & Legacy - C-3 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 25 acres within the Extraterritorial Jurisdiction, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. (SW Carey & Legacy - C-3 Annexation Service Agreement) (White)

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is related to the annexation of approximately 25 acres generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

W PUNK CARTER PKWY

McNABB DR

CAREY RD

CAREY RD

S LEGACY DR

DOE BRANCH BLVD

CLEAR CREEK PKWY

W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

SW Carey and Legacy Location Map

City of Celina

9/27/2022

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

Attachment: Annexation Service Agreement (SW Carey & Legacy - C-3 Annexation Service Agreement)

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

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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.

Attachment: Annexation Service Agreement (SW Carey & Legacy - C-3 Annexation Service Agreement)

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

Attachment: Annexation Service Agreement (SW Carey & Legacy - C-3 Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNERS: ROYS GLENN ALLEN AND RANDY ALLEN, CO TRUSTEES OF THE RG ALLEN REVOCABLE TRUST AND APRIL MARIE ALLEN GRAHAM

By: _____
Name: Roys Glenn Allen
Title: Owner
Date: _____

By: _____
Name: Randy Allen
Title: Owner
Date: _____

By: _____
Name: April Marie Allen Graham
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (SW Carey & Legacy - C-3 Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING all of that tract of land situated in the A. Thomasson Survey, Abstract No. 1265, Denton County, Texas, and being a part of a called 47.616 acre tract of land described in the deed to Roys Glen Allen and Randy Allen, Co-Trustees of the RG Allen Revocable Trust, recorded in Instrument No. 215-4639, Official Public Recorded of Denton County, Texas, and all of a called 1.799 acre tract of land described in the deed to April Marie Allen, recorded in Instrument No. 2003-103982, said Official Public Records, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found for corner in Carey Road for the northeast corner of said 47.616 acre tract, common to the northwest corner of a called 49.810 acre tract of land described in the deed to Prosper Gateway, LLC, recorded in Instrument No. 2020-174724, said Official Public Records;

THENCE South 00°29'39" East, with the easterly line of said 47.616 acre tract and the westerly line of said 49.810 acre tract, passing at a distance of 30.45 feet a ¼-inch iron rod found on the south side of said Carey Road, continuing on said course, a total distance of 1,766.90 feet to a point n the northerly line of Lot 9X, Block A, Creeks of Legacy West Phase 1, according to the plat thereof recorded in Instrument No. 2018-394, Plat Records of Denton County, Texas, for the southeast corner of said 47.616 acre tract, common to the southwest corner of said 49.810 acre tract, from which a ½-inch iron rod with a cap stamped "METROPLEX RPLS 1849" found bears South 05°30'18" East, a distance of 2.13 feet;

THENCE South 89°27'16" West, with the southerly line of said 47.616 acre tract and the northerly line of said Lot 9X part of the way, a distance of 615.50 feet to a 5/8-inch iron rod with a cap stamped "LANDPOINT" set (hereinafter referred to as capped iron rod set) for corner;

THENCE North 00°24'15" West, severing said 47.616 acre tract at a distance of 612.38 feet passing a 1/2-inch iron rod found for the southwest corner of said 1.799 acre tract recorded in Instrument No. 2003-103982, common to the southeast corner of a called 1.799 acre tract of land described as Tract 1 in the deed to Ryan G. Allen and Dagmar I. Allen recorded in Instrument No. 2003-0539310, said Official Public Records, continuing on said course with the common line of said 1.799 acre tracts, passing at a distance of 899.1 feet a 1/2-inch iron rod found for the northwest corner of said 1.799 acre tract recorded in Instrument No. 2003-103982, common to the northeast corner of said 1.799 acre tract recorded in Instrument No. 2003-0539310, continuing on said course, a total distance of 1762.94 feet to mag nail set for corner, in said Carey Road;

THENCE North 89°05'00" East, in said Carey Road with the northerly line of said 47.616 acre tract, a distance of 612.75 feet to the POINT OF BEGINNING and enclosing 24.882 acres of land, more or less.

Attachment: Annexation Service Agreement (SW Carey & Legacy - C-3 Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Young Tract - C-3 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 26 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Celina Parkway and County Road 57. (Young Tract – C-3 Annexation Service Agreement) (White)

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is related to the annexation of approximately 26 acres generally located at the northwest corner of future Celina Parkway and County Road 57. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

O'BRIEN DR

FM 455

COX LN

CR 994

W J FRED SMITH PWKY

N CELINA PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Young Tract Location Map

City of Celina

9/27/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Young Tract – C-3 Annexation Service Agreement)

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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.

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L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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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.

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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.

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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 _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNER: OLD CELINA LTD.

By: _____
Name: Rex Glendenning
Title: Owner
Date: _____

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EXHIBIT A
DESCRIPTION OF THE PROPERTY

Being all that certain tract or parcel of land situated in the B. Brewton Survey, Abstract Number 125, Collin County, Texas, and being all of a called 25.017 acre tract of land described in the deed to Gayla Young, as recorded in Instrument Number 2004-0027921, of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

THENCE at a 1/2-inch iron rod found for corner at the northeast corner of said 25.017 acre tract, the southeast corner of a called 41.8762 acre tract of land described as Tract 1 in the deed to TA Properties, II, as recorded in Instrument Number 2004-0156916, of said Official Public Records, the southwest corner of a called 20.141 acre tract of land described in the deed to Douglas J. Barker and Saundra K. Barker, as recorded in Instrument Number 20200922001618120, of said Official Public Records, and for the northwest corner of a called 121.65 acre tract of land described as Tract IV in the deed to G BAR 7, LTD, as recorded in Instrument Number 2005-0015684, of said Official Public Records;

THENCE South 00°28'30" East with the east line of said 25.017 acre tract and the west line of said Tract IV, a distance of 2,072.02 feet to a metal fence corner post found in the north line of County Road 57 for the southeast corner of said 25.017 acre tract;

THENCE North 88°40'09" West, with the south line of said 25.017 acre tract and the north line of said County Road 57, a distance of 529.59 feet to a metal fence corner post found for the southwest corner of said 25.017 acre tract in the east line of a called 5.00 acre tract described in the deed to 5H Ventures, LLC, as recorded in Instrument Number 20181211001505820, of said Official Public Records, from which a 5/8-inch iron rod found with a cap stamped "Cox 4577" bears South 04°08'54" West, a distance of 12.44 feet;

THENCE North 00°31'18" West, with the west line of said 25.017 acre tract, a distance of 2,050.17 feet to a 4" metal fence corner post found for the northwest corner of said 25.017 acre tract and the northeast corner of a called 41.8762 tract of land described as Tract 2 in the deed to TA Properties II, and in the south line of said Tract 1;

THENCE North 89°01'55" East, with the north line of said 25.017 acre tract and the south line of said Tract 1, a distance of 531.01 feet to the place of beginning and containing 25.089 acres of land, more or less.

Attachment: Annexation Service Agreement (Young Tract – C-3 Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	3G10 Investments - C-3 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 3 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. (3G10 Investments – C-3 Annexation Service Agreement) (Lopez)

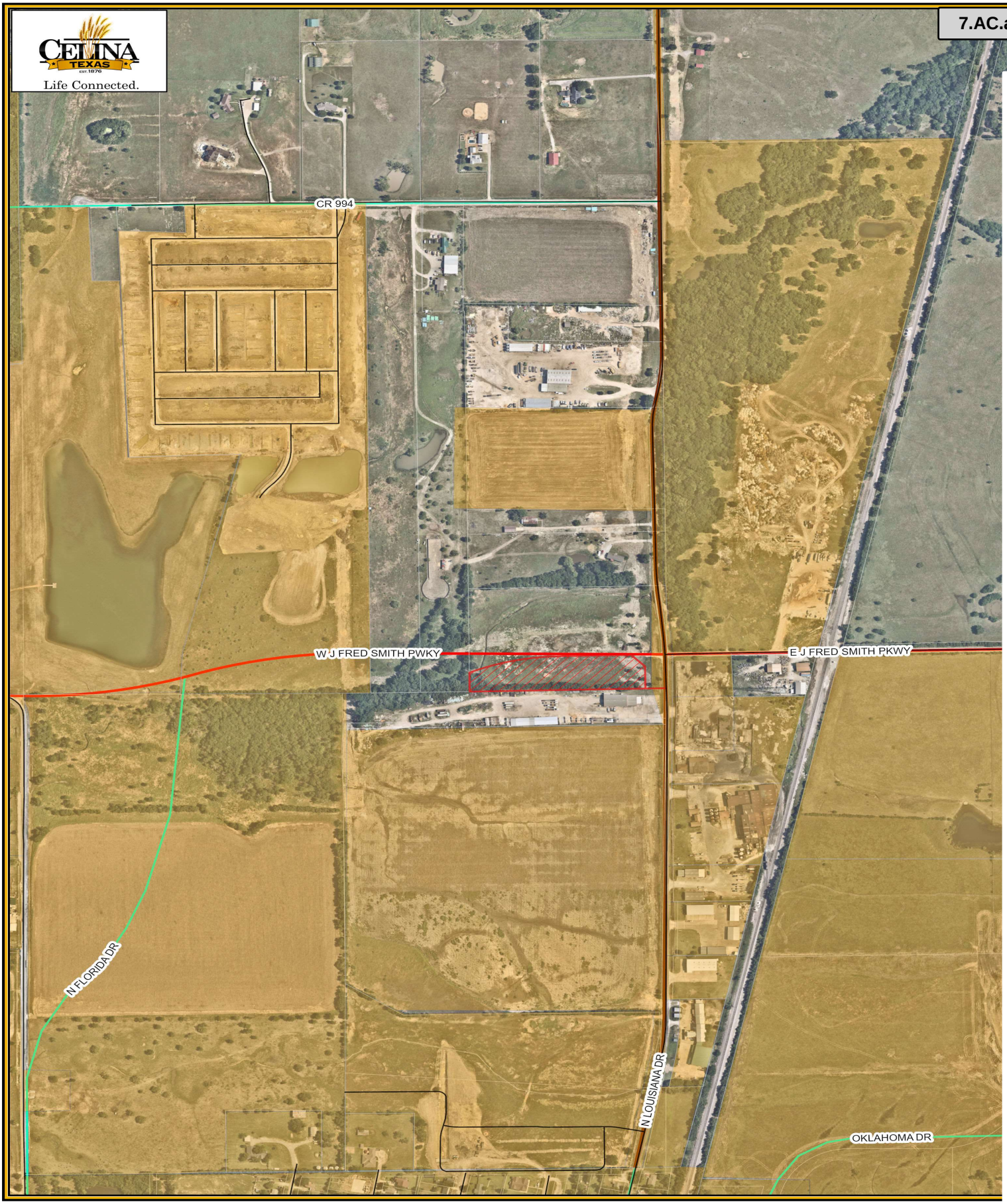
Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is related to the annexation of approximately 3 acres generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS est. 1876
Life Connected.



Attachment: Location Map (3G10 Investments – C-3 Annexation Service Agreement)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

3G10 Investments
Location Map
City of Celina

9/27/2022

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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

Attachment: Annexation Service Agreement (3G10 Investments – C-3 Annexation Service Agreement)

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

Attachment: Annexation Service Agreement (3G10 Investments – C-3 Annexation Service Agreement)

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.

Attachment: Annexation Service Agreement (3G10 Investments – C-3 Annexation Service Agreement)

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

Attachment: Annexation Service Agreement (3G10 Investments – C-3 Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

OWNER: 3G INVESTMENTS, LLC

By: _____
Name: Rex Glendenning
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (3G10 Investments – C-3 Annexation Service Agreement)

Exhibit A
Legal Description

BEING all of that certain tract or parcel of land situated in the J. Floyd Survey, Abstract No. 1053, City of Celina, Collin County, Texas, and being a part of a called 10.471 acre tract of land described in the deed to 3G Investments, LLC, recorded in Instrument No. 201704120004669, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod with a cap stamped "PEISER SURVEYING" found for the southwest corner of said 10.471 acre tract, common to the southeast corner of a called 9.98 acre tract of land described in the deed to Vision and Structure, LLC, recorded in Instrument No. 20200811001295260, said Official Public Records, and common to an angle point in the northerly line of a called 54.804 acre tract of land described in the deed to Lewis D. Dickerson and Lynn E. Stambaugh, recorded in Volume 1366, Page 589, Deed Records of Collin County, Texas;

THENCE North 00°40'45" West, with the westerly line of said 10.471 acre tract and the easterly line of said 9.98 are tract, a distance of 97.71 feet to a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the beginning of a non-tangential curve to the right;

THENCE severing said 10.471 acre tract, the following Six (6) courses:

1. Easterly with said curve having a radius of 1040.00 feet, a delta angle of 22°12'04", an arc length of 402.98 feet, a chord bearing of North 77°44'12" East, and a chord distance of 400.46 feet to a capped iron rod set at the end of said curve;
2. North 88°52'03" East, a distance of 315.00 feet to a capped iron rod set for corner;
3. South 00°54'27" East, a distance of 9.58 feet to a capped iron rod set for corner;
4. North 89°05'33" East, a distance of 4.14 feet to a capped iron rod set for corner;
5. South 45°54'27" East, a distance of 70.71 feet to a capped iron rod set for corner;
6. South 00°53'56" East, a distance of 115.20 feet to a capped iron rod set for corner in the southerly line of said 10.471 acre tract and in the northerly line of said 54.804 acre tract;

THENCE South 88°51'55" West, with the southerly line of said 10.471 acre tract and the northerly line of said 54.804 acre tract, a distance of 762.14 feet to the POINT OF BEGINNING and enclosing 2.791 acres of land, more or less.

Attachment: Annexation Service Agreement (3G10 Investments – C-3 Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Harper Estates PID - Pre-SAP

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Harper Estates Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on December 13, 2022, to consider an ordinance levying assessments on property located within the Harper Estates Public Improvement District. (Harper Estates PID – Pre-SAP) (Pollard)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

N PETERMAN PKWY
OUSLEY BLVD
OUSLEY BLVD
S PETERMAN PKWY
E SUNSET BLVD

Attachment: Location Map (Harper Estates PID – Pre-SAP)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Harper Estates
Location Map
City of Celina

6/28/2022

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CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE HARPER ESTATES PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR DECEMBER 13, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE HARPER ESTATES PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and the extraterritorial jurisdiction of the City; and

WHEREAS, on August 9, 2022, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the extraterritorial jurisdiction of the City; and

WHEREAS, on August 9, 2022, the City Council adopted Resolution No. 2022-39R (the "Authorization Resolution"), authorizing, establishing, and creating the “Harper Estates Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of bonds for the District to finance up to $20,000,000.00 of certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented a “Harper Estates Public Improvement District Preliminary Service and Assessment Plan”, including a proposed Assessment Roll attached thereto (the “Preliminary SAP”), relating to certain assessments proposed to be levied against property within the District that benefit from the Authorized Improvements. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting the District, (iv) identifies the costs of the Authorized Improvements, and (v) sets forth the proposed assessment roll for the District (the “Proposed Assessment Roll”); and

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Proposed Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Assessment Roll be filed with the municipal secretary (the "City Secretary"), and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction of the City in which the District is located or in which the Authorized Improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Authorized Improvements to be financed by the District are as set forth in Table IV-A of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Authorized Improvements, or any portion thereof, shall be subject to and contingent upon City

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Council's approval of a final, updated Service and Assessment Plan which will include a final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in the District that benefits from the Authorized Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **December 13, 2022, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within the District that benefits from the Authorized Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **December 13, 2022**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction of the City in which the District is located or in which the Authorized Improvements are to be undertaken, on or before **December 1, 2022**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **December 1, 2022**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **December 13, 2022**, as required by Section 372.016(c) of the PID Act.

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Meetings Act) to place the public hearing on the agenda for the **December 13, 2022** meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 8th day of November, 2022.

_____
Mayor Pro Tem

ATTEST:

_____
Deputy City Secretary

(City Seal)

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

EXHIBIT A

PRELIMINARY SAP

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

HARPER ESTATES
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

November 8, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

HARPER ESTATES
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

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APPENDIX A - PID MAP

APPENDIX B - ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

APPENDIX C - LEGAL DESCRIPTION

APPENDIX D - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

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Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 9, 2022 (the "Creation Date") the City Council of the City of Celina Texas (the "City"), Texas passed and approved Resolution No. 2022-39R approving and authorizing the creation of the Harper Estates Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in one phase. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Harper Estates Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code." Additionally, the PID Act requires that "the governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as Appendix G of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include: (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor and construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, permit fees, development fees), insurance premiums and miscellaneous expenses.

Actual Costs may include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.F of this Service and Assessment Plan.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs associated with, or incidental to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and

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the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Assessment Ordinance" means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means the Assessment Roll included in this Service and Assessment Plan as Appendix G or any other Assessment Roll in an amendment or supplement to this Service and

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Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Celina 100, LLC, a Texas limited liability company.

"Development Agreement" means that certain development agreement by and between the City and the Developer effective May 23, 2022, and as the same may be amended from time to time.

"Equivalent Units" means, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

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"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

Maximum Assessment Per Unit" means an Assessment per Lot of $100,000.00.

"Mustang SUD" means the Mustang Special Utility District, which is anticipated to own and operate the water infrastructure that will serve the property.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.C.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of the County.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"PID Bonds" mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Harper Estates Public Improvement District Project) that are secured primarily by Assessment Revenues.

PID Reimbursement Agreement" means that certain Harper Estates Public Improvement District Reimbursement Agreement dated as of _____, 2022 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer from a portion the Assessment Revenues for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

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"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 99.951 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 76 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Single-Family – 100 Ft.	76	Units
Total	**76**	**Units**

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. on the following page and shown in the opinion of probable costs included as Appendix B and on the

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diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. Descriptions of the Authorized Improvements

The Authorized Improvements benefit the entire PID. The costs of the Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs are shown in Table III-A, and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. To the extent that an Authorized Improvement is oversized or otherwise provides special benefit to property outside of the PID, the costs of such oversizing are not included in this SAP.

A description of the Authorized Improvements are as follows:

Roadway Improvements:

The roadway portion of the Authorized Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications, as modified by Development Agreement, and will be owned and operated by the City.

Water Improvements:

The water distribution system portion of the Authorized Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines, trench safety and other water line appurtenances for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City and/or Mustang SUD standards and specifications, as modified by the Development Agreement, and will be owned and operated by the City and/or Mustang SUD, as applicable.

Storm Drainage Improvements:

The storm drainage collection system portion of the Authorized Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention, detention areas, and detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Soft and Miscellaneous Costs

Right-of-way acquisition

The right-of-way acquisition costs include the estimated costs of right-of-way acquisition, the actual amount which will be determined based on an appraisal.

Other soft and miscellaneous costs

Soft and miscellaneous costs consist of costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction staking, construction management, and contingency, costs associated with financing the Authorized Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-A
Budgeted Costs – PID

Authorized Improvements	Total[1]
Roadway improvements	$2,935,919
Water improvements	$1,230,304
Storm drainage improvements	$611,855
Soft and miscellaneous costs:	
Right-of-way acquisition	$1,000,000
Other soft and miscellaneous costs	$830,911
Total Authorized Improvements	**$6,608,989**

[1]Costs provided by Richey Development Engineering, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated the Authorized Improvements will be constructed and accepted by the City in the third quarter of 2023.

The Budgeted Costs for Authorized Improvements plus costs related to the issuance of the PID Bonds and payment of expenses incurred in the establishment, administration, and operation of the PID are $8,697,979 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A shows the projected sources and uses of funds for the Authorized Improvements.

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Table IV-A
Projected Sources and Uses

Sources of Funds	PID Bonds	PID Reimbursement Agreement	Total
Par amount (PID Bonds)	$7,400,000	$0	$7,400,000
Assessment amount (PID Reimbursement Agreement)	$0	$200,000	$200,000
Other funding sources[1]	$0	$1,097,979	$1,097,979
Total Sources	**$7,400,000**	**$1,297,979**	**$8,697,979**
Uses of Funds			
Authorized Improvements[2]:			
Roadway improvements	$2,359,316	$576,602	$2,935,919
Water improvements	$988,677	$241,627	$1,230,304
Storm drainage improvements	$491,689	$120,166	$611,855
Soft and miscellaneous costs:			
Right-of-way acquisition	$803,604	$196,396	$1,000,000
Other soft and miscellaneous costs	$667,723	$163,188	$830,911
Subtotal	*$5,311,010*	*$1,297,979*	*$6,608,989*
Estimated Bond Issuance Costs:			
Cost of issuance	$442,053	$0	$442,053
Capitalized interest	$809,375	$0	$809,375
Reserve fund	$570,563	$0	$570,563
Administrative Expense	$45,000	$0	$45,000
Underwriters discount	$222,000	$0	$222,000
Subtotal	*$2,088,990*	*$0*	*$2,088,990*
Total Uses	**$7,400,000**	**$1,297,979**	**$8,697,979**

[1]The other funding sources represent Budgeted Costs of the Authorized Improvements to be paid by the Developer without reimbursement from the City. At the closing of the PID Bonds and execution of the PID Reimbursement Agreement, it is anticipated the Developer will make a deposit of $297,979, to be used in accordance with the provisions of the Trust Indenture.
[2]See Table III-A for details.

B. PROJECTED FIVE -YEAR SERVICE AND ASSESSMENT PLAN

The annual projected costs and annual projected indebtedness are shown in Table IV-B. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Sources other than Assessments[2]	Projected Annual Installments
2023[3]	$8,697,979	$7,600,000	$1,097,979	$0
2024[3]	$0	$0	$0	$107,775
2025	$0	$0	$0	$668,631
2026	$0	$0	$0	$668,157
2027	$0	$0	$0	$668,297
2028	$0	$0	$0	$666,984
2029	$0	$0	$0	$668,285
Total	**$8,697,979**	**$7,600,000**	**$1,097,979**	**$3,448,128**

[1]Includes amounts to be paid from assessments related to both the PID Bonds and secured under the PID Reimbursement Agreement.
[2]The other funding sources represent Budgeted Costs of the Authorized Improvements to be paid by the Developer without reimbursement from the City.
[3]Administrative Expenses in year 2023 are being funded with bond proceeds, and interest on the PID Bonds for years 2023 and 2024 is being funded with capitalized interest. Interest on the PID Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID Assessment Notice

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement costs shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to Parcels in a manner that results in equal shares of the Actual Costs of the Authorized Improvements being apportioned to Parcels similarly benefited.

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The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

1. Assessment Methodology for the Authorized Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds and/or PID Reimbursement Agreement shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, attached as Appendix G, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for the portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the PID Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any

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possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of the Assessments which secures a reimbursement obligation and not a series of Bonds.

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Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the PID Bonds, (ii) principal and interest due under the PID Reimbursement Agreement (iii) to fund the Additional Interest Reserve described in Section V, and (iv) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated total Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated total Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the

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Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per unit on a Parcel exceeds the applicable Maximum Assessment per Unit shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in the Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed

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Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

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(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the PID Bonds.

Each Assessment shall be paid with interest of no more than the actual interest rate paid on the PID Bonds and the PID Reimbursement Agreement, as applicable, and as described below. The Assessment Roll sets forth for each year the Annual Installment for each Parcel within the PID based on an estimated interest rate of 6.25%, and, with respect to the portion of the Assessment to be collected from the Assessed Property to secure the PID Bonds, an Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Interest on the portion of the Assessments collected from the Assessed Property that secure the PID Reimbursement Agreement shall be paid based on an estimated interest rate of 6.25% per annum for years 1 through 30 (2023-2053) in accordance with the PID Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during _____, 2022 was ___%. The City has determined that the portion of the Assessments that secure the City's obligation under the PID Reimbursement Agreement shall bear interest at the estimated interest rate of 6.25% per annum for years 1 through 30 (2023-2053), which rates are equal to or less than the initial maximum allowable rate of interest of ___% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be ___%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll, shown as Appendix G, will be updated with the actual interest rates on the PID Bonds and the applicable rates for the PID Reimbursement Agreement.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the PID Bonds and/or PID Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

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The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following the issuance of the PID Bonds.

G. SURPLUS FUNDS REMAINING IN THE PID BOND ACCOUNT

If proceeds from the PID Bonds remain after all of the Authorized Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant to determine the amount of Assessed Property within the PID.

The Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the $8,697,979 in special benefit received by the Assessed Property from the Authorized Improvements (including both the portion to be paid from with proceeds of the PID Bonds as well as from funds contributed under the PID Reimbursement Agreement), the costs of the PID formation, and the PID Bond issuance costs. The par amount of the PID Bonds and the principal amount due pursuant to the terms of the PID Reimbursement Agreement is, collectively, $7,600,000, which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is $7,600,000 plus, interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements[1]	$6,608,989
Estimated Bond Issuance Costs:	
Cost of issuance	$442,053
Capitalized interest	$809,375
Reserve fund	$570,563
Administrative Expense	$45,000
Underwriters discount	$222,000
Subtotal	*$2,088,990*
Total Special Benefit	**$8,697,979**
Special Benefit:	
Total Special Benefit	$8,697,979
Projected Assessment	$7,600,000
Excess Benefit	**$1,097,979**

[1]See Table III-A for details.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of Bonds, if any.

Once the PID Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the PID Bonds and/or approval of a reimbursement agreement. This update shall reflect the actual interest on the PID Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Developer funds.

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Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

> (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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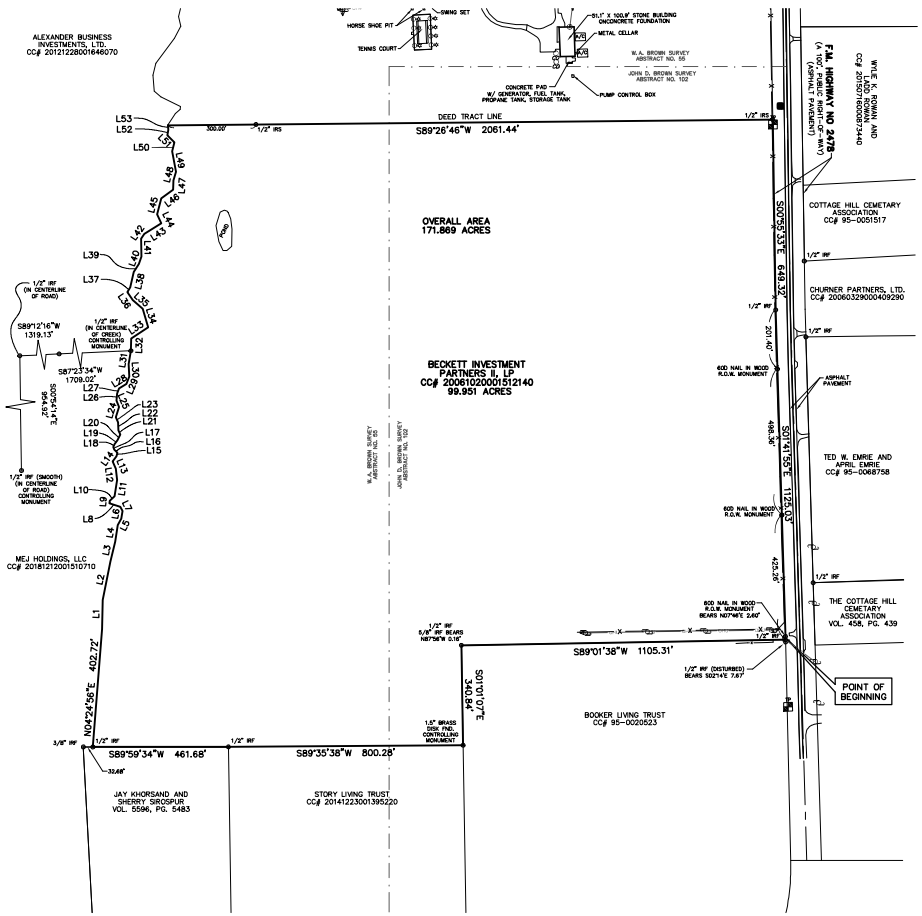
Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

APPENDIX A
PID MAP

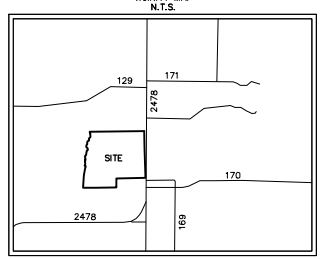
Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

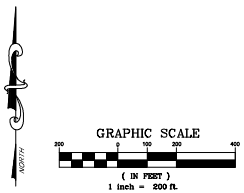


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°27'34" E	100.00'
L2	N 11°10'34" E	133.00'
L3	N 13°52'34" E	70.00'
L4	N 09°09'46" E	56.86'
L5	N 27°35'17" E	25.10'
L6	N 09°44'46" E	26.46'
L7	N 26°23'25" W	16.51'
L8	N 73°53'59" W	39.19'
L9	N 03°18'56" E	9.09'
L10	N 48°46'22" E	22.54'
L11	N 08°53'30" E	56.48'
L12	N 07°22'38" W	38.92'
L13	N 21°40'40" W	27.10'
L14	N 35°03'07" E	21.67'
L15	N 18°25'59" E	12.49'
L16	N 47°53'43" W	15.64'
L17	N 13°47'43" W	9.19'
L18	N 19°58'27" E	10.67'
L19	N 37°06'50" E	15.66'
L20	N 25°53'24" E	22.37'
L21	N 23°00'33" W	14.77'
L22	N 01°57'25" W	27.53'
L23	N 24°25'28" W	19.28'
L24	N 16°57'54" E	36.94'
L25	N 22°11'21" W	23.42'
L26	N 05°06'55" E	23.61'
L27	N 20°15'04" E	18.51'
L28	N 59°06'49" E	29.77'
L29	N 21°30'34" E	27.60'
L30	N 02°46'53" W	41.96'
L31	N 08°40'36" E	46.51'
L32	N 01°21'12" E	41.64'
L33	N 56°42'04" E	69.23'
L34	N 16°38'14" W	65.83'
L35	N 48°52'10" W	44.78'
L36	N 32°35'11" W	32.89'
L37	N 30°01'13" E	18.42'
L38	N 13°13'36" E	53.61'
L39	N 32°02'26" E	33.11'
L40	N 18°53'21" E	25.86'
L41	N 01°17'23" W	61.40'
L42	N 35°26'26" E	19.74'
L43	N 57°45'37" E	68.00'
L44	N 25°10'01" W	33.76'
L45	N 14°39'35" E	56.00'
L46	N 53°28'03" E	50.27'
L47	N 03°02'00" E	31.20'
L48	N 15°25'31" E	30.99'
L49	N 10°27'43" W	70.52'
L50	N 13°08'57" E	31.91'
L51	N 45°28'45" W	33.58'
L52	N 10°55'35" E	18.97'
L53	N 04°24'43" W	15.74'

VICINITY MAP
N.T.S.





This is to certify that I have, this date, made an on the ground survey of the property loc
F.M. Highway No. 2478 in the City of Celina, Texas, described on Page 2.

BEING all that certain 99.951 acre tract of land situated in the W. A. Brown Survey, Abstra
S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City
Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investmer
Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Offici
Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Be
Investment tract, from which a 600 nail found in wood right-of-way monument bears Nort
46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67
same being the northeast corner of that certain tract of land conveyed to Booker Living Tr
deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line
Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as
S 89°01'38" W, a distance of 1105.31 feet to a 1/2 inch iron found for corner, from which
inch iron rod found bears N 87°56' W, 0.16 feet;
S 01°01'01" E, a distance of 340.84 feet to a 1.5 inch brass disk monument found for the
southerly southeast corner of said Beckett Investment tract, same being the northeast corr
certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001
(OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said S
a distance of 800.28 feet to a 1/2 inch iron rod found for angle point, same being the no
corner of said Story tract, same being the northeast corner of that certain tract of land c
to Jay Khorsand and Sherry Sirospur, by deed recorded in Volume 5596, Page 5483 (DRCC

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said K
tract, a distance of 461.68 feet to a 1/2 inch iron rod found for the southwest corner of
Beckett Investment tract, same being the southeast corner of that certain tract of land co
MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in th
approximate centerline of a creek;

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same
approximate centerline of said creek as follows:
N 04°24'56" E, a distance of 402.72 feet to a point;
N 01°22'34" E, a distance of 100.00 feet to a point;
N 11°10'34" E, a distance of 133.00 feet to a point;
N 13°52'34" E, a distance of 70.00 feet to a point;
N 09°09'46" E, a distance of 56.86 feet to a point;
N 27°35'17" E , a distance of 25.10 feet to a point;
N 09°44'46" E, a distance of 26.46 feet to a point;
N 26°23'25" W, a distance of 16.51 feet to a point;
N 73°53'59" W, a distance of 39.19 feet to a point;
N 03°18'56" E, a distance of 9.09 feet to a point;
N 48°46'22" E, a distance of 22.54 feet to a point;
N 08°53'30" E, a distance of 56.48 feet to a point;
N 07°22'38" W, a distance of 38.92 feet to a point;
N 21°40'40" W, a distance of 27.10 feet to a point;
N 35°03'07" E, a distance of 21.67 feet to a point;
N 18°25'59" E, a distance of 12.49 feet to a point;
N 47°53'43" W, a distance of 15.64 feet to a point;
N 13°47'43" W, a distance of 9.19 feet to a point;
N 19°58'27" E, a distance of 10.67 feet to a point;
N 37°06'50" E, a distance of 15.66 feet to a point;
N 25°53'24" E, a distance of 22.37 feet to a point;
N 23°00'33" W, a distance of 14.77 feet to a point;
N 01°57'25" W, a distance of 27.53 feet to a point;
N 24°25'28" W, a distance of 19.28 feet to a point;
N 16°57'54" E, a distance of 36.94 feet to a point;
N 22°11'21" W, a distance of 23.42 feet to a point;
N 05°06'55" E, a distance of 23.61 feet to a point;
N 20°15'04" E, a distance of 18.51 feet to a point;
N 59°06'49" E, a distance of 29.77 feet to a point;
N 21°30'34" E, a distance of 27.60 feet to a point;
N 02°46'53" W, a distance of 41.96 feet to a point;
N 08°40'36" E, a distance of 46.51 feet to a 1/2 inch iron rod found in approximate cente
said creek, same being the northeast corner of said MEJ tract, same being the southeast
that certain tract of land conveyed to Alexander Business Investments, LTD., by deed recor
20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract,
being the approximate centerline of said creek as follows:
N 01°21'12" E, a distance of 41.64 feet to a point;
N 56°42'04" E, a distance of 69.23 feet to a point;
N 16°38'14" W, a distance of 65.83 feet to a point;
N 48°52'10" W, a distance of 44.78 feet to a point;
N 32°35'11" W, a distance of 32.89 feet to a point;
N 30°01'13" E, a distance of 18.42 feet to a point;
N 13°13'36" E, a distance of 53.61 feet to a point;
N 32°02'26" E, a distance of 33.11 feet to a point;
N 18°53'21" E, a distance of 25.86 feet to a point;
N 01°17'23" W, a distance of 61.40 feet to a point;
N 35°26'26" E, a distance of 19.74 feet to a point;
N 57°45'37" E, a distance of 68.00 feet to a point;
N 25°10'01" W, a distance of 33.76 feet to a point;
N 14°39'35" E, a distance of 56.00 feet to a point;
N 53°28'03" E, a distance of 50.27 feet to a point;
N 03°02'00" E, a distance of 31.20 feet to a point;
N 15°25'31" E, a distance of 30.99 feet to a point;
N 10°27'43" W, a distance of 70.52 feet to a point;
N 13°08'57" E, a distance of 31.91 feet to a point;
N 45°28'45" W, a distance of 33.58 feet to a point;
N 10°55'35" E, a distance of 18.97 feet to a point;
N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Becke
Investment tract, same being the southwest corner of that certain tract of land conveyed
Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texa

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Invest
tract and said James Beckett tract, passing at a distance of 300.00 feet, a 1/2 inch iron
"Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 fee
1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corne
Beckett Investment tract, same being the southeast corner of said James Beckett tract, sa
in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F
Highway No. 2478, a distance of 649.32 feet to a 1/2 inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract
F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containi
acres of computed land, more or less.

NOTES CORRESPONDING TO SCHEDULE 'B'

10f. Easement created in instrument executed by Paul Litchford, et ux to Gunter Water f. Supply Corporation, dated October 27, 1971, filed April 17, 1972, recorded in Volume 817, Page 389, Real Property Records, Collin County, Texas, does affect, cannot be located as written.

10g. Easement created in instrument executed by Bailey Dickerson, et al to Gunter g. Water Supply Corporation, dated July 11, 1973, filed September 27, 1972, recorded in Volume 838, Page 36, Real Property Records, Collin County, Texas, does affect, cannot be located as written.

10h. Easement created in instrument executed by Larry Lavine, et ux to Grayson-Collin h. Electric Cooperative, Inc., dated August 16, 1985, filed October 3, 1986, recorded in Volume 2469, Page 793, Real Property Records, Collin County, Texas, does affect and is blanket in nature.

To: Capital Title of Texas, LLC, Fidelity National Title Insurance Company, Centurion American Aquisiitions, LLC and/or Assigns and Beckett Investment Partners II, LP:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 8, 9, and 16, 17, of Table A thereof. The latest field work was completed on 4/26/2021.
Date of Plat or Map: 5/__/2021

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
5/5/2021
Timothy R. Mankin
Registered Professional Land Surveyor No. 6122

NOTES:
1. IRF – Iron Rod Found
2. IRS – Iron Rod Set w/ "PEISER & MANKIN SURV" red plastic cap
3. Basis of Bearing – Based on the North line of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas.
4. There are no observable evidence of cemeteries on site.
5. There are no observable evidence of earth moving work, building construction or building additions within the recent months.
6. There are no changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction. No observable evidence of recent street or sidewalk construction or repairs.
7. There are no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
8. This survey was performed in connection with the transaction described in Commitment by Fidelity National Title Insurance Company, GF 21-585664-CM, effective April 11, 2021, issued on April 30, 2021. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
9. Property has direct access to and from dedicated Public right-of-way known as F.M. Highway No. 2478 as shown, maintained by the State of Texas.
10. This boundary forms a mathematical closed figure, with no gaps, gores, or overlaps.

Errors: The Client or Client's Representatives will have 45 days from the date the survey was issued to change any misspellings or any errors on the survey report, after this time has expired all parties involved must accept the survey as issued.

COPYRIGHT © PEISER & MANKIN SURVEYING, LLC ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE ARE NOT VALID.

LEGEND

GAS METER	FIRE HYDRANT	WATER MANHOLE	SIGN
IRR. CONTROL VALVE	WATER METER	TRAFFIC SIGNAL POLE	LIGHT POLE
TELEPHONE PEDESTAL	FUEL PORT	TELEPHONE MANHOLE	TYPICAL FENCE
POWER POLE	WATER VALVE	SWB MANHOLE	CONCRETE
DOWN GUY	TRANSFORMER PAD	GAS MANHOLE	BOLLARD
S.S. MANHOLE	ELECTRIC METER	VAULT	COVERED AREA
CLEAN OUT	STORM DRAIN MANHOLE	HANDICAP SPACE	A/C PAD

ALTA/NSPS LAND TITLE SURVEY

F.M. HIGHWAY NO. 2478 AND COUNTY ROAD 129

CELINA, TEXAS 75009

NO.	DATE	REVISION
1.	4/29/21	SURVEY UPDATE TO REFLECT TWO TRACTS ALONG DEED LINE
2.	5/5/21	ADDRESS TITLE COMMITMENT
3.		

JOB NO.: 19-0702
DATE: 8/12/2019
FIELD DATE: 7/30/2019
SCALE: 1" = 200'
FIELD: J.D.H.
DRAWN: J.B.W.
CHECKED: T.R.M.

PEISER & MANKIN SURVEYING, LLC
www.peisersurveying.com
1604 HART STREET
SOUTHLAKE, TEXAS 76092
817-481-1806 (O)
tmankin@peisersurveying.com
COMMERCIAL
RESIDENTIAL
BOUNDARIES
TOPOGRAPHY
MORTGAGE
FIRM No. 100999-00
Texas Society of Professional Surveyors
Member Since 19

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Richey Development Engineering, LLC

A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S QUANTITIES FOR BIDDING

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

NOTES PERTAINING TO THE PREPARATION OF THIS PRELIMINARY LAND DEVELOPMENT COST ANALYSIS

1) CIVIL ENGINEERING PLAN
- **Final Plans not yet approved.**

2) THIS OPC ASSUMES:
- **Offisite Waterline Size, Length, and Easements have been determined or obtained.**

3) FRANCHISE UTILITY COSTS NOT INCLUDED (Gas, Electric & Street Lights)

4) WITHOUT THE BENEFIT OF FINAL ENGINEERING PLANS
- **This analysis is based upon the attached plans that have not yet been submitted for approved.**

5) DOES NOT INCLUDE POSSIBLE MOISTURE CONDITIONING OF LOTS
- **Moisture Conditioning will be determined by Geotechnical Engineer as part of the final soils report.**

6) DOES NOT INCLUDE ESTIMATED DETENTION COSTS
- **Detention areas not yet determined.**
- **Master Drainage Study not yet approved.**

7) DOES NOT INCLUDE ANY HARDSCAPE, LANDSCAPE OR IRRIGATION THAT MAY BE REQUIRED

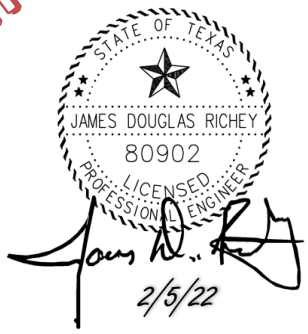
8) DOES NOT INCLUDE WATER MAIN THAT WILL BE REQUIRED

9) DOES NOT INCLUDE STREET LIGHTS

10) UNIT COSTS REFLECT CURRENT UNIT PRICES
- **Unit prices are based upon bid tabs from other recently bid projects.**

6800 Weiskopf Ave, Suite 150, McKinney, Texas, 75070 (903) 819-3055

PRELIMINARY



Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Job No. 21-012
By:ZLV 10/24/22

Richey Development Engineering, LLC

A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

COMMUNITY NAME:	Harper Estates	GROSS ACERAGE:	99.951
PHASES:	1	NET ACREAGE:	
CITY OR TOWN:	CELINA, TX	TOTAL DENSITY:	0.76 lots/acre
		LANDPLAN:	
		CREATED BY:	JDR
		REVIEWED BY:	
		CREATED:	
		REVISED:	

Authorized Improvements

Lot Count: 76

		TOTAL
Grading Site Preparation		$350,787.55
Water		$1,230,304.00
Storm Drain		$611,855.00
Street Improvements		$2,208,618.25
Turn Lane Improvements		$376,512.72
Screening/Landscape Walls		
Ret Walls		
Dry Utilities		
Engineering		$150,150.00
City Fees		
Right of Way		$1,000,000.00
Contingency/Development Fees	5%	$246,411.38
PID Creation Costs		$420,000.00
Total		**$6,594,638.89**
Cost Per Lot		**$86,771.56**

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Job No. 21-012
By:ZLV 10/24/22

Richey Development Engineering, LLC

A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
EARTHWORK :				
SITE CLEARING & STRIPPING (INCLUDING CLEARING AREA SHOWN ON TREE PRESERVATION PLAN)	0	AC.	$ 2,700.00	$ -
ONSITE BALANCE CUT & FILL - (UNCLASSIFIED CUT) ONSITE CUT = 61766 CY, ONSITE FILL = 2141 CY	61,766	C.Y.	$ 3.90	$ 240,887.40
ROUGH GRADE LOTS	0	EA.	$ 400.00	$ -
SWALE & FINE GRADE LOTS	0	EA.	$ 450.00	$ -
PIPE & EMBEDMENT SPOILS	3,727	C.Y.	$ 3.90	$ 14,535.30
TESTING	65,493	C.Y.	$ 0.75	$ 49,119.75
EROSION CONTROL:				
PHASE 1				
SILT FENCE	8,846	L.F.	$ 1.55	$ 13,711.30
50'X30' STABILIZED CONSTRUCTION ENTRANCE	1	EA.	$ 2,400.00	$ 2,400.00
PHASE 2				
SILT FENCE	1,836	L.F.	$ 1.55	$ 2,845.80
Curlex 8' Bar Ditch	5,508	L.F.	$ 1.40	$ 7,711.20
INLET PROTECTION	25	EA.	$ 500.00	$ 12,500.00
MAINTAIN SILT FENCE	8,846	L.F.	$ 0.80	$ 7,076.80
GRASS SEEDING ALL DISTURBED AREA AFTER PAVING	0	AC	$ 355.00	$ -
TOTAL EARTHWORK				$ 350,787.55

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Job No. 21-012
By:ZLVR 10/24/22

Richey Development Engineering, LLC

A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

	QUANTITY	UNIT	UNIT COST	TOTAL
WATER DISTRIBUTION SYSTEM:				
8" PVC WATERLINE EMBD/BLKG	2,202	L.F.	$ 60.00	$ 132,120.00
8" GATE VALVE	10	EA.	$ 3,000.00	$ 30,000.00
FIRE HYDRANT ASSEMBLY (INCLUDES 6" PVC & VALVE)	2	EA.	$ 6,400.00	$ 12,800.00
CAST IRON FITTINGS	1	TON	$ 12,500.00	$ 8,625.00
12" STEEL CASING (MIN 0.75" THICK) PIPE BORED	144	L.F.	$ 225.00	$ 32,400.00
WATER TEST	2,202	L.F.	$ 1.00	$ 2,202.00
TRENCH SAFETY	2,202	L.F.	$ 1.00	$ 2,202.00
TOTAL WATER DISTRIBUTION				$ 220,349.00

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Job No. 21-012
By:ZLV 10/24/22

Richey Development Engineering, LLC

A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

	QUANTITY	UNIT	UNIT COST	TOTAL
WATER DISTRIBUTION SYSTEM:				
ONSITE				
8" PVC WATERLINE EMBD/BLKG	10,590	L.F.	$ 60.00	$ 635,400.00
8" GATE VALVE	35	EA.	$ 3,000.00	$ 105,000.00
FIRE HYDRANT ASSEMBLY (INCLUDES 6" PVC & VALVE)	18	EA.	$ 6,400.00	$ 115,200.00
CAST IRON FITTINGS	3	TON	$ 12,500.00	$ 31,375.00
SINGLE SERVICE - 1" & METER BOX	77	EA.	$ 1,100.00	$ 84,700.00
2" BLOW OFF VALVE	3	EA.	$ 5,700.00	$ 17,100.00
WATER TEST	10,590	L.F.	$ 1.00	$ 10,590.00
TRENCH SAFETY	10,590	L.F.	$ 1.00	$ 10,590.00
TOTAL WATER DISTRIBUTION				$ 1,009,955.00

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A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST				
Harper Estates(MM Celina 100, LLC) 76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
DRAINAGE:				
18" CLASS III RCP	327	L.F.	$ 70.00	$ 22,890.00
21" CLASS III RCP	479	L.F.	$ 80.00	$ 38,320.00
24" CLASS III RCP	260	L.F.	$ 85.00	$ 22,100.00
30" CLASS III RCP	53	L.F.	$ 105.00	$ 5,565.00
36" CLASS III RCP	18	L.F.	$ 115.00	$ 2,070.00
4X2 CLASS III RCBC	141	L.F.	$ 340.00	$ 47,940.00
5X2 CLASS III RCBC	65	L.F.	$ 360.00	$ 23,400.00
6X3 CLASS III RCBC	375	L.F.	$ 425.00	$ 159,375.00
6X6 DROP INLET	1	EA.	$ 9,200.00	$ 9,200.00
CONST 18" TYPE "C" HEADWALL	10	EA.	$ 4,000.00	$ 40,000.00
CONST 21" TYPE "C" HEADWALL	16	EA.	$ 5,200.00	$ 83,200.00
CONST 24" TYPE "C" HEADWALL	4	EA.	$ 5,500.00	$ 22,000.00
CONST 4X2" TYPE "C" DOUBLE HEADWALL (SW-0)	2	EA.	$ 6,500.00	$ 13,000.00
CONST 5X2" TYPE "C" SINGLE HEADWALL (SW-0)	2	EA.	$ 7,000.00	$ 14,000.00
CONST 6X3" TYPE "C" SINGLE HEADWALL (SW-0)	2	EA.	$ 8,000.00	$ 16,000.00
CONST TYPE "A" TXDOT HEADWALL PW-1	1	EA.	$ 13,500.00	$ 13,500.00
CONST TYPE "B" TXDOT HEADWALL CH-FW-0	1	EA.	$ 16,000.00	$ 16,000.00
DEBRIS SEPERATOR	4	E.A.	$ 1,000.00	$ 4,000.00
TRENCH SAFETY	1,718	L.F.	$ 1.50	$ 2,577.00
TESTING	1,718	L.F.	$ 1.00	$ 1,718.00
Detention				
Area SB 1	1	EA.	$ 25,000.00	$ 25,000.00
Area SB 2	1	EA.	$ 18,000.00	$ 18,000.00
Area SB 3	1	EA.	$ 12,000.00	$ 12,000.00
TOTAL SANITARY SEWER COLLECTION				$ 611,855.00

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Job No. 21-012
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Richey Development Engineering, LLC

A CIVIL ENGINEERING AND LAND SURVEYING COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-22337

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
PAVING:				
7" 4000 PSI R/CONCRETE	28,381	S.Y.	$ 65.00	$ 1,844,765.00
6" LIME STABILIZED SUBGRADE	30,381	S.Y.	$ 3.25	$ 98,738.25
LIME MATERIAL (36 LBS/SY)(RESIDENTIAL STREETS & TEMP. ASPHA	547	TON	$ 225.00	$ 123,075.00
STOP SIGN WITH NAME BLADES (INCL. POLE)	6	EA.	$ 1,100.00	$ 6,600.00
STOP SIGN WITH NAME BLADES & NO OUTLET SIGNS (INCL. POLE)	2	EA.	$ 1,250.00	$ 2,500.00
STREET NAME BLADES (INCL. POLE & 2 NAME BLADES)	1	EA.	$ 800.00	$ 800.00
10' HIKE TRAIL	13,214	S.F.	$ 10.00	$ 132,140.00
TESTING	0	LS		INCLD
PAVING MAINTENANCE BOND	0	LS		INCLD
TOTAL PAVING				$ 2,208,618.25

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PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Harper Estates(MM Celina 100, LLC)
76 RESIDENTIAL LOTS, AND 3 COMMON AREAS- 99.951 ACRES

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
PAVING:				
8" 4000 PSI R/CONCRETE	4,392	S.Y.	$ 70.00	$ 307,440.00
6" LIME STABILIZED SUBGRADE	4,634	S.Y.	$ 3.25	$ 15,060.50
LIME MATERIAL (36 LBS/SY)(RESIDENTIAL STREETS & TEMP. ASPHA	83	TON	$ 225.00	$ 18,765.00
RPM (TYPE II-A-A)	40	EA.	$ 6.00	$ 240.00
RPM (TYPE II-C-R)	38	EA.	$ 6.00	$ 228.00
8" SOLID WHITE LINE	375	L.F.	$ 4.00	$ 1,500.00
12" SOLID YELLOW THERMOPLASTIC CROSS HATCH	1,922	L.F.	$ 15.00	$ 28,825.28
4" YELLOW THERMOPLASTIC STRIPE	1,051	L.F.	$ 2.00	$ 2,102.00
4" SOLID WHITE LINE THERMOPLASTIC STRIPE	926	L.F.	$ 2.00	$ 1,851.94
WHITE LEFT TURN ARROW THERMOPLASTIC	2	EA.	$ 250.00	$ 500.00
TESTING	0	LS		INCLD
PAVING MAINTENANCE BOND	0	LS		INCLD
TOTAL PAVING				$ 376,512.72

6800 Weiskopf Ave, Suite 150, McKinney, Texas, 75070 (903) 819-3055

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Job No. 21-012
By: ZLV 10/24/22

APPENDIX C
LEGAL DESCRIPTION

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Harper Estates Public Improvement District

Metes and Bounds

BEING all that certain 99.951-acre tract of land situated in the W. A. Brown Survey, Abstract No. 55, S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City of Celina, Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investment Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a ½-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

S 01°01'07" E, a distance of 340.84 feet to a 1.5-inch brass disk monument found for the most southerly southeast corner of said Beckett Investment tract, same being the northeast corner of that certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001395220 (OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said Story tract, a distance of 800.28 feet to a ½-inch iron rod found for angle point, same being the northwest corner of said Story tract, same being the northeast corner of that certain tract of land conveyed to Jay Khorsand and Sherry Sirospur, by deed recorded in Volume 5596, Page 5483 (DRCCT);

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said Khorsand tract, a distance of 461.68 feet to a ½-inch iron rod found for the southwest corner of said Beckett Investment tract, same being the southeast corner of that certain tract of land conveyed to MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in the approximate centerline of a creek;

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same being the approximate centerline of said creek as follows:

N 04°24'56" E, a distance of 402.72 feet to a point;
N 01°22'34" E, a distance of 100.00 feet to a point;
N 11°10'34" E, a distance of 133.00 feet to a point;
N 13°52'34" E, a distance of 70.00 feet to a point;
N 09°09'46" E, a distance of 56.86 feet to a point;
N 27°35'17" E , a distance of 25.10 feet to a point;
N 09°44'46" E, a distance of 26.46 feet to a point;
N 26°23'25" W, a distance of 16.51 feet to a point;

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

N 73°33'59" W, a distance of 39.19 feet to a point;
N 03°18'56" E, a distance of 9.09 feet to a point;
N 48°46'22" E, a distance of 22.54 feet to a point;
N 08°53'30" E, a distance of 56.48 feet to a point;
N 07°22'38" W, a distance of 38.92 feet to a point;
N 21°40'40" W, a distance of 27.10 feet to a point;
N 35°03'07" E, a distance of 21.67 feet to a point;
N 18°25'59" E, a distance of 12.49 feet to a point;
N 47°53'43" W, a distance of 15.64 feet to a point;
N 13°47'43" W, a distance of 9.19 feet to a point;
N 19°58'27" E, a distance of 10.67 feet to a point;
N 37°06'50" E, a distance of 15.66 feet to a point;
N 25°53'24" E, a distance of 22.37 feet to a point;
N 23°00'33" W, a distance of 14.77 feet to a point;
N 01°57'25" W, a distance of 27.53 feet to a point;
N 24°25'28" W, a distance of 19.28 feet to a point;
N 16°57'54" E, a distance of 36.94 feet to a point;
N 22°11'21" W, a distance of 23.42 feet to a point;
N 05°06'55" E, a distance of 23.61 feet to a point;
N 20°15'04" E, a distance of 18.51 feet to a point;
N 59°06'49" E, a distance of 29.77 feet to a point;
N 21°30'34" E, a distance of 27.60 feet to a point;
N 02°46'53" W, a distance of 41.96 feet to a point;
N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline of said creek, same being the northeast corner of said MEJ tract, same being the southeast corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by deed recorded in cc# 20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract, same being the approximate centerline of said creek as follows:

N 01°21'12" E, a distance of 41.64 feet to a point;
N 56°42'04" E, a distance of 69.23 feet to a point;
N 16°38'14" W, a distance of 65.83 feet to a point;
N 48°52'10" W, a distance of 44.78 feet to a point;
N 32°35'11" W, a distance of 32.89 feet to a point;
N 30°01'13" E, a distance of 18.42 feet to a point;
N 13°13'36" E, a distance of 53.61 feet to a point;
N 32°02'26" E, a distance of 33.11 feet to a point;
N 18°53'21" E, a distance of 25.86 feet to a point;
N 01°17'23" W, a distance of 61.40 feet to a point;
N 35°26'26" E, a distance of 19.74 feet to a point;
N 57°45'37" E, a distance of 68.00 feet to a point;
N 25°10'01" W, a distance of 33.76 feet to a point;
N 14°39'35" E, a distance of 56.00 feet to a point;
N 53°28'03" E, a distance of 50.27 feet to a point;
N 03°02'00" E, a distance of 31.20 feet to a point;
N 15°25'31" E, a distance of 30.99 feet to a point;

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

N 10°27'43" W, a distance of 70.52 feet to a point;
N 13°08'57" E, a distance of 31.91 feet to a point;
N 45°28'45" W, a distance of 33.58 feet to a point;
N 10°55'35" E, a distance of 18.97 feet to a point;
N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

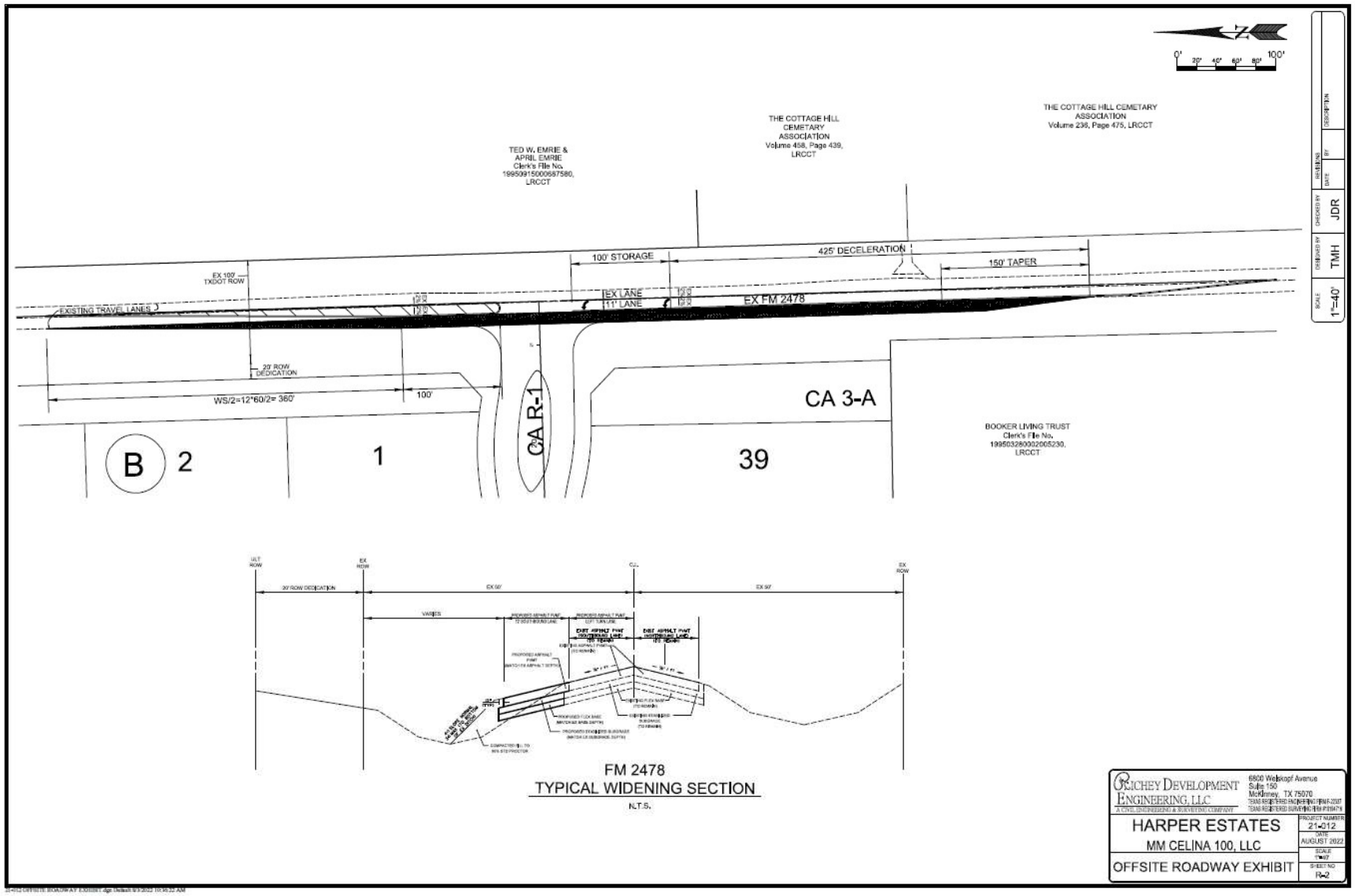
THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a ½-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

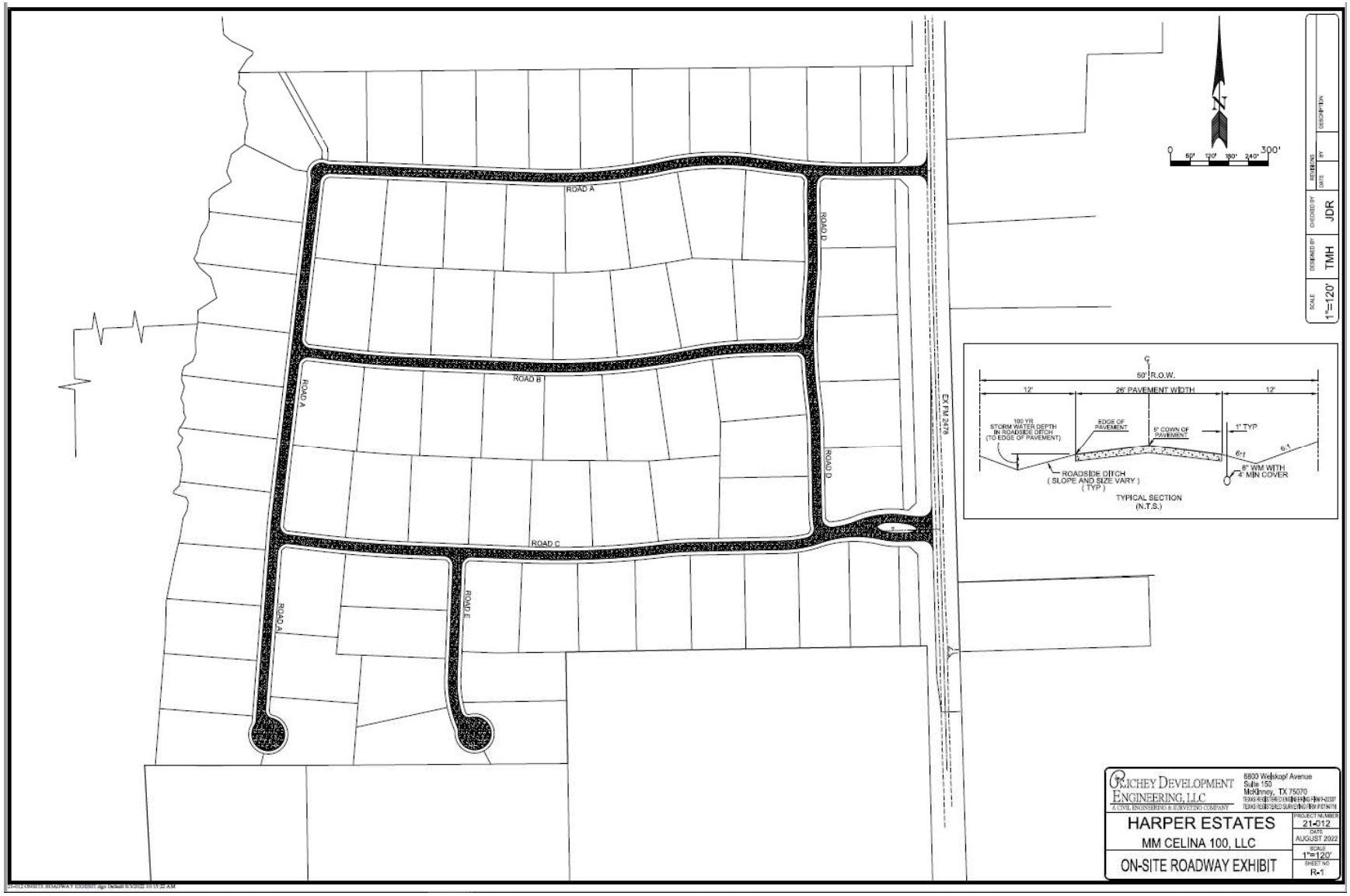
Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

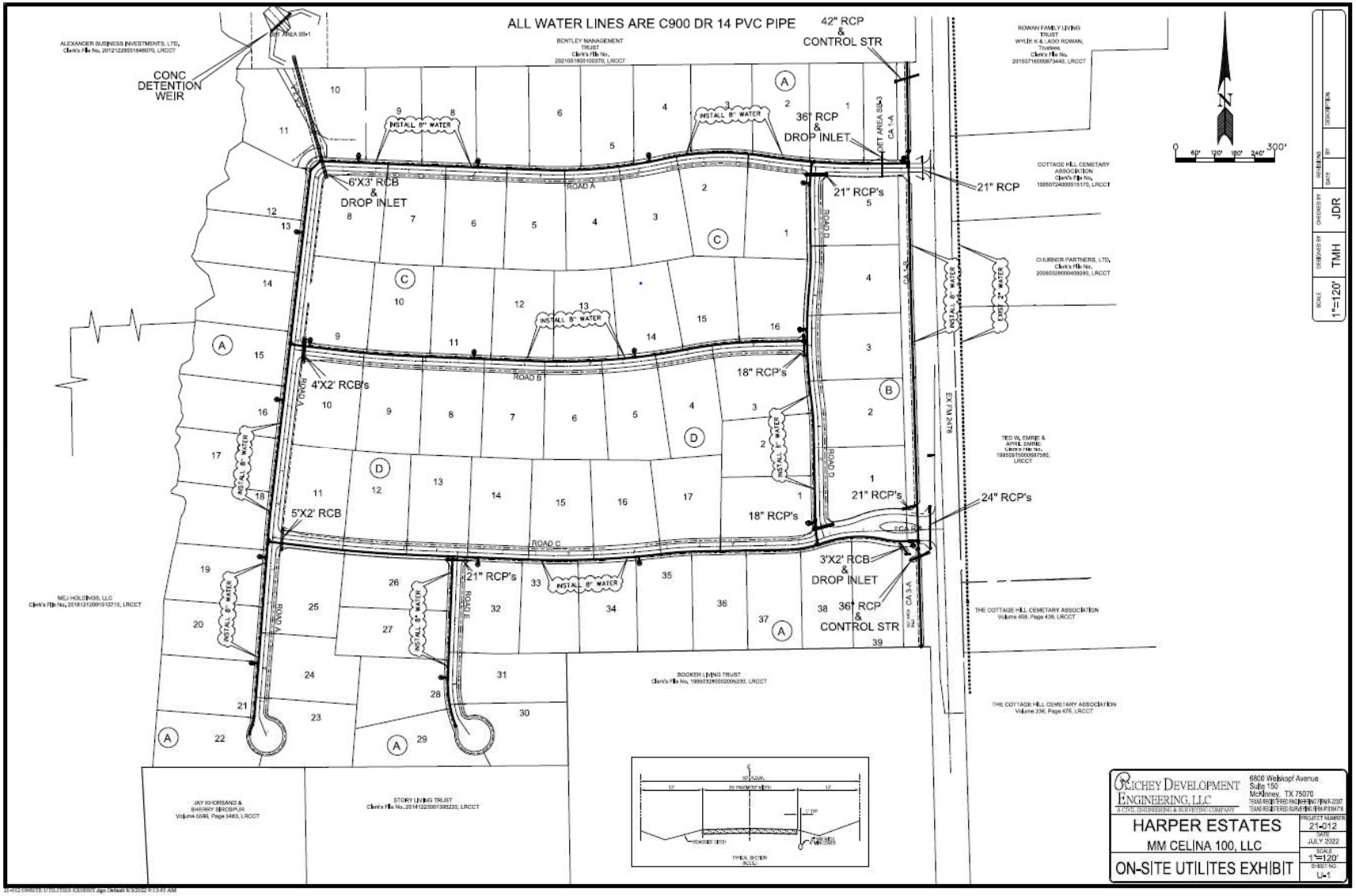
Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)



Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)



Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)



Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Harper Estates Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified as one Lot Type.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 100 feet, as provided by the development standards shown in the Development Agreement.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (100 Ft)	76	Units
Total	**76**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds and PID Reimbursement Agreement shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 100 Ft lots); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. This classification, Lot Type 1 (100 Ft Lots), represents the current projected highest value for residential lots are set forth in Table F-2. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (100 Ft Lots) to 1.0.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Value	Equivalent Unit Factor	
Lot Type 1 (100 Ft)	$1,100,000	1.00	Per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 as calculated based on the Equivalent Unit factors shown in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

Table F-3
Equivalent Units- PID

Description	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (100 Ft)	76	1.00	76.00
Total	**76**		**76.00**

C) Allocation of Assessments to Lots within the PID

The total amount of the PID Bonds and PID Reimbursement Agreement which represents the total Assessment to be allocated on all Parcels within the PID, is $7,600,000 As shown in Table F-3, there are a total of 76.00 Equivalent Units, resulting in an Assessment per Equivalent Unit of $100,000.00 (i.e., $7,600,000 ÷ 76.00 = $100,000.00).

The Assessment per dwelling unit is calculated as the product of (i) $100,000.00 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (100 Ft Lot) dwelling unit is $100,000.00 (i.e. $100,000.00 × 1.00).

Table F-4 sets forth the Assessment per dwelling unit within the PID.

Table F-4
Assessment Per Unit – PID

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Dwelling Unit		Total Assessments
Lot Type 1 (100 Ft)	76	$100,000	1.00	$100,000.00	Per dwelling unit	$7,600,000
Total	**76**					**$7,600,000**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-5.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Table F-5
Projected Leverage – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (100 Ft)	76	$250,000	$1,100,000	$100,000.00	2.50	11.00

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6.

Table F-6
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (100 Ft)	76	$250,000	$1,100,000	$8,778.70	$3.51	$0.80

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

APPENDIX G
PROPOSED ASSESSMENT ROLL

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Appendix G
Proposed Assessment Roll

Parcel	**2087935 and 283**
Assessment	**$7,600**
Equivalent Units	

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Ann Installm
2023	$0	$346,875	$0	$0	$0	$0	($346,875)	$0
2024	$0	$462,500	$3,000	$21,875	$45,900	$37,000	($462,500)	$107,77
2025	$107,000	$462,500	$3,000	$12,313	$46,818	$37,000	$0	$668,63
2026	$113,000	$455,813	$3,000	$12,125	$47,754	$36,465	$0	$668,15
2027	$120,000	$448,750	$3,000	$11,938	$48,709	$35,900	$0	$668,29
2028	$126,000	$441,250	$3,000	$11,750	$49,684	$35,300	$0	$666,98
2029	$134,000	$433,375	$4,000	$11,563	$50,677	$34,670	$0	$668,28
2030	$141,000	$425,000	$4,000	$11,313	$51,691	$34,000	$0	$667,00
2031	$150,000	$416,188	$4,000	$11,063	$52,725	$33,295	$0	$667,27
2032	$159,000	$406,813	$4,000	$10,813	$53,779	$32,545	$0	$666,94
2033	$168,000	$396,875	$4,000	$10,563	$54,855	$31,750	$0	$666,04
2034	$178,000	$386,375	$5,000	$10,313	$55,952	$30,910	$0	$666,54
2035	$189,000	$375,250	$5,000	$10,000	$57,071	$30,020	$0	$666,34
2036	$201,000	$363,438	$5,000	$9,688	$58,212	$29,075	$0	$666,41
2037	$213,000	$350,875	$6,000	$9,375	$59,377	$28,070	$0	$666,69
2038	$226,000	$337,563	$6,000	$9,000	$60,564	$27,005	$0	$666,13
2039	$240,000	$323,438	$6,000	$8,625	$61,775	$25,875	$0	$665,71
2040	$255,000	$308,438	$7,000	$8,250	$63,011	$24,675	$0	$666,37
2041	$271,000	$292,500	$7,000	$7,813	$64,271	$23,400	$0	$665,98
2042	$288,000	$275,563	$8,000	$7,375	$65,557	$22,045	$0	$666,53
2043	$307,000	$257,563	$8,000	$6,875	$66,868	$20,605	$0	$666,91
2044	$326,000	$238,375	$9,000	$6,375	$68,205	$19,070	$0	$667,02
2045	$347,000	$218,000	$9,000	$5,813	$69,569	$17,440	$0	$666,82
2046	$369,000	$196,313	$10,000	$5,250	$70,960	$15,705	$0	$667,22
2047	$393,000	$173,250	$10,000	$4,625	$72,380	$13,860	$0	$667,11
2048	$418,000	$148,688	$11,000	$4,000	$73,827	$11,895	$0	$667,41
2049	$445,000	$122,563	$12,000	$3,313	$75,304	$9,805	$0	$667,98
2050	$474,000	$94,750	$13,000	$2,563	$76,810	$7,580	$0	$668,70
2051	$505,000	$65,125	$13,000	$1,750	$78,346	$5,210	$0	$668,43
2052	$537,000	$33,563	$15,000	$938	$79,913	$2,685	$0	$669,09
Total	**$7,400,000**	**$9,257,563**	**$200,000**	**$247,250**	**$1,780,564**	**$712,855**	**($809,375)**	**$18,788,**

[1]The 9/1/20XX dates represent the assessment year (bond year) end for the PID Reimbursement Agreement and PID Bonds.

[2]Represents the principal and interest on the PID Bonds. Interest is calculated using an estimated interest rate of 6.25% and will be updated wi the actual interest rate on the PID Bonds at final pricing.

[3]Represents the principal and interest due under the PID Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.25% in years 1 through 5 and 6.25% thereafter. The interest in year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the PID Bonds.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Appendix G-1
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 1 (10**
Assessment	**$100,00**
Equivalent Units	

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Ann Installm
2023	$0	$4,564	$0	$0	$0	$0	($4,564)	$0
2024	$0	$6,086	$39	$288	$604	$487	($6,086)	$1,418
2025	$1,408	$6,086	$39	$162	$616	$487	$0	$8,798
2026	$1,487	$5,998	$39	$160	$628	$480	$0	$8,792
2027	$1,579	$5,905	$39	$157	$641	$472	$0	$8,793
2028	$1,658	$5,806	$39	$155	$654	$464	$0	$8,776
2029	$1,763	$5,702	$53	$152	$667	$456	$0	$8,793
2030	$1,855	$5,592	$53	$149	$680	$447	$0	$8,776
2031	$1,974	$5,476	$53	$146	$694	$438	$0	$8,780
2032	$2,092	$5,353	$53	$142	$708	$428	$0	$8,776
2033	$2,211	$5,222	$53	$139	$722	$418	$0	$8,764
2034	$2,342	$5,084	$66	$136	$736	$407	$0	$8,770
2035	$2,487	$4,938	$66	$132	$751	$395	$0	$8,768
2036	$2,645	$4,782	$66	$127	$766	$383	$0	$8,769
2037	$2,803	$4,617	$79	$123	$781	$369	$0	$8,772
2038	$2,974	$4,442	$79	$118	$797	$355	$0	$8,765
2039	$3,158	$4,256	$79	$113	$813	$340	$0	$8,759
2040	$3,355	$4,058	$92	$109	$829	$325	$0	$8,768
2041	$3,566	$3,849	$92	$103	$846	$308	$0	$8,763
2042	$3,789	$3,626	$105	$97	$863	$290	$0	$8,770
2043	$4,039	$3,389	$105	$90	$880	$271	$0	$8,775
2044	$4,289	$3,137	$118	$84	$897	$251	$0	$8,777
2045	$4,566	$2,868	$118	$76	$915	$229	$0	$8,774
2046	$4,855	$2,583	$132	$69	$934	$207	$0	$8,779
2047	$5,171	$2,280	$132	$61	$952	$182	$0	$8,778
2048	$5,500	$1,956	$145	$53	$971	$157	$0	$8,782
2049	$5,855	$1,613	$158	$44	$991	$129	$0	$8,789
2050	$6,237	$1,247	$171	$34	$1,011	$100	$0	$8,799
2051	$6,645	$857	$171	$23	$1,031	$69	$0	$8,795
2052	$7,066	$442	$197	$12	$1,051	$35	$0	$8,804
Total	**$97,368**	**$121,810**	**$2,632**	**$3,253**	**$23,428**	**$9,380**	**($10,650)**	**$247,22**

[1]The 9/1/20XX dates represent the assessment year (bond year) end for the PID Reimbursement Agreement and PID Bonds.
[2]Represents the principal and interest on the PID Bonds. Interest is calculated using an estimated interest rate of 6.25% and will be updated wi the actual interest rate on the PID Bonds at final pricing.
[3]Represents the principal and interest due under the PID Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.25% in years 1 through 5 and 6.25% thereafter. The 2023 interest will be collected together with the first annual installment due by January 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the PID Bonds.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on December 13, 2022, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Harper Estates Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time (the "Authorized Improvements") include (i) roadway improvements; storm drainage improvements; water improvements; landscaping and open space improvements; purchases of related right-of-way, and other similar improvement projects; (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Authorized Improvements, including administrative costs and the costs of issuing bonds, is approximately $8,800,000.

The boundaries of the District include approximately 99.951 acres of land generally located in the area west of FM 2478 and north of FM 2478 and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within the District that benefits from the Authorized Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Harper Estates PID – Pre-SAP)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Hong Tract - First Amended DA

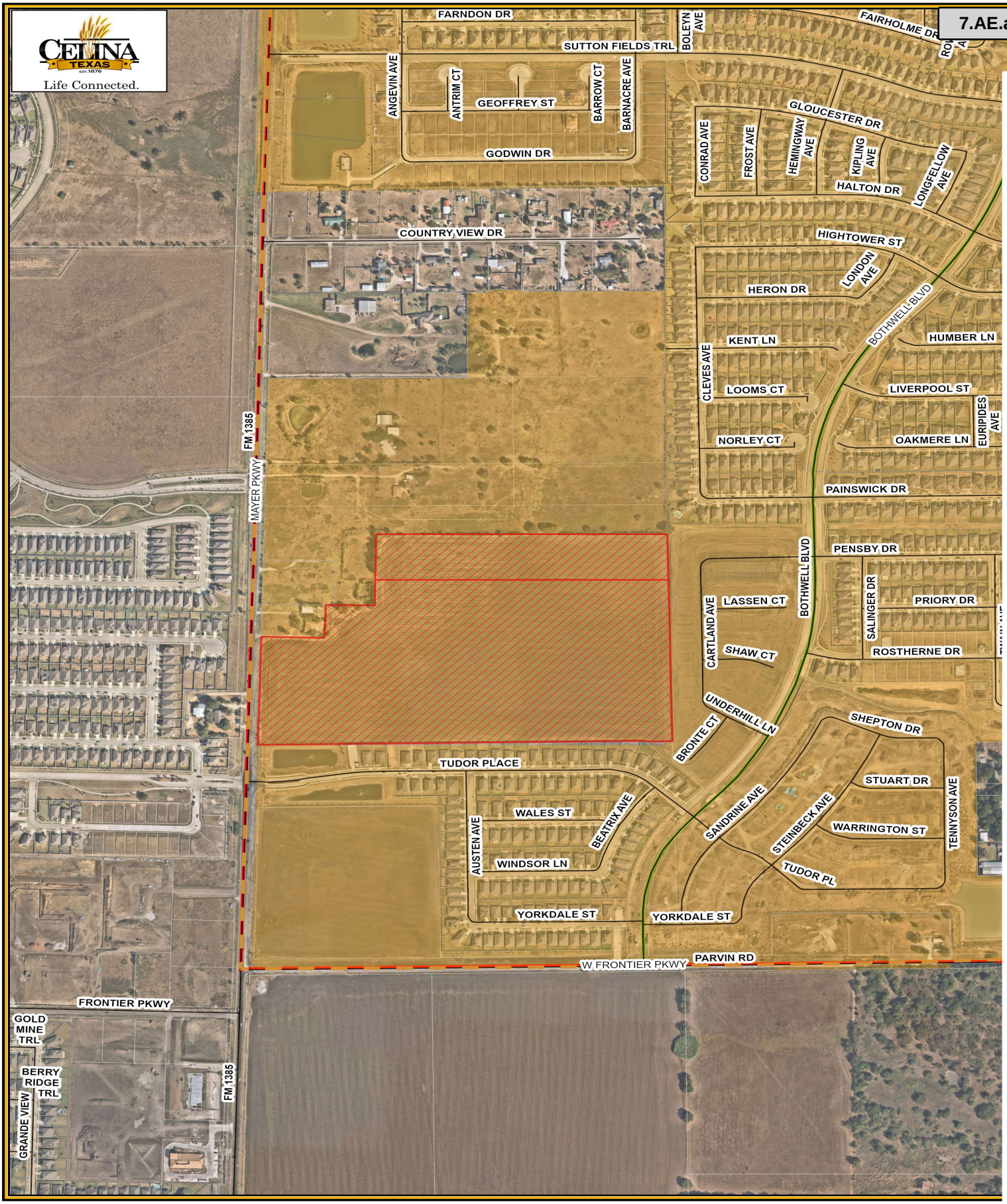
Action Requested:
Consider and act upon an amendment to the Hong Tract Development Agreement for approximately 45 acres of land, generally located east of FM 1385 and approximately 180 feet north of Tudor Place, within the City Limits. (Hong Tract – First Amended DA) (Pollard)

Applicant:
C and C Land, LLC
4925 Greenville Ave., Ste. 604
Dallas, TX 75206

Background Information:
The Hong Tract Development Agreement is being revised in order to adjust deadlines to reflect changes to the developer's land purchase contract with the owner. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Hong Tract – First Amended DA)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Hong Tract Notification Map

City of Celina

11/2/2022

N
W E
S

0 425 850 Feet

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (the "**First Amendment**") is by and between the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "**City**") and C and C Land, LLC, a Texas limited liability corporation ("**Developer**"), and is made and entered into effective as of the date signed by the Mayor of the City (the "**Effective Date**"). The foregoing parties are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Development Agreement with an effective date of August 9, 2022 ("Development Agreement"), concerning land intended to be purchased by the Developer by a date certain for the development of a multifamily development (the "Property", as described in the Development Agreement) from Anna Liz Hong, the current owner of the Property ("Owner"), in the City's extraterritorial jurisdiction; and

WHEREAS, the Developer has requested, and the City agrees to extend the date for which the Property must be purchased by the Developer to no later than December 31, 2023, and adjust certain other agreed to dates accordingly.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree to amend the Development Agreement as follows:

1. **Capitalized Terms**. All capitalized terms in this First Amendment, not otherwise defined herein, shall have the same meanings as assigned to the terms in the Development Agreement.

2. **Amendments**. The Development Agreement is hereby amended as follows:

   A. Section 4.1(b). Section 4.1(b) "Roadway Fees" of the Development Agreement is amended to read in its entirety as follows:

   "The Developer shall pay $375,000 of the roadway impact fees due for Development of the Property within ninety days (90) of the Developer's closing to acquire the Property, which the City shall apply to reconstruction of Parvin Road. Developer agrees (1) not to apply for any type of plat on or after the Developer's closing on the Property if the $375,000 was not timely paid, until Developer has paid such amount, and (2) that no building permits or certificates of occupancy shall be provided by the City for the Property on or after Developer's closing on the Property if the $375,000 was not timely paid until Developer has paid such amount. Following payment of the $375,000 described in the preceding sentence by Developer, Developer shall receive $375,000 in roadway impact fee credits."

   B. Article V. Article V "Term" of the Development Agreement is amended to read in its entirety as follows:

   "The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this

Attachment: Draft Agreement (Hong Tract – First Amended DA)

Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2023, or if Developer notifies the City in writing prior to December 31, 2023 that it will not purchase the Property."

3. **Ratification of Development Agreement.** Except as provided herein, all terms and provisions of the Development Agreement and the rights of the Parties thereunder shall remain unchanged and in full force and effect. The Development Agreement, as modified and amended hereby, is hereby ratified, and confirmed in all respects. In the event of a conflict between the terms of the Development Agreement and the terms hereof, the terms of this First Amendment shall control. From and after the date hereof, all references to the Development Agreement shall be deemed references thereto as amended hereby.

4. **Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this First Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

5. **Enforceability.** Each Party acknowledges and agrees that this First Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the Effective Date. This First Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Attachment: Draft Agreement (Hong Tract – First Amended DA)

Accepted and executed as of the _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By:_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Sean Terry, Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

Attachment: Draft Agreement (Hong Tract – First Amended DA)

Accepted and executed as of the _____ day of _____, 2022.

C AND C LAND, LLC,
a Texas limited liability company

By:_____
Name: Lawrence A. Corson
Title: Co- President

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Lawrence A. Corson, Co-President of C and C Land, LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Draft Agreement (Hong Tract – First Amended DA)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Upper Trinity Regional Water District Board Member Appointment

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, removing Corbett Howard as the City's representative and appointing Kimberly Brawner to serve as a member on the Board of Directors for the Upper Trinity Regional Water District (UTRWD).

Background Information:

Upper Trinity was created by the State of Texas as a conservation and reclamation district in 1989. They are a regional, non-profit government agency authorized to provide water, wastewater, solid waste and storm water (watershed protection) services on a wholesale basis in the Denton County area. Their revenue is derived from the services they provide rather than any power of taxation.

Corbett Howard started serving on the UTRWD Board of Directors in May of 2021 while also serving as the Director of Government Affairs for the City of Celina. Mr. Howard retired from the City in June of 2022 but currently still holds his position on the Board.

At the October 11, 2022, City Council Meeting, City Council provided direction to Staff to draft a resolution removing Corbett Howard from his seat on the UTRWD Board of Directors and recommended Kimberly Brawner, Assistant City Manager, serve the remainder of the unexpired term ending May of 2025.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The resolution has been reviewed by the City Attorney.

Supporting Documents:
Resolution

Staff Recommendation:
Staff recommends for approval.

RESOLUTION 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING KIMBERLY BRAWNER TO THE UPPER TRINITY REGIONAL WATER DISTRICT BOARD OF DIRECTORS FOR AN UNEXPIRED TERM ENDING May 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 11, 2021, the City Council of the City of Celina appointed Corbett Howard to serve as the City of Celina's representative on the Upper Trinity Regional Water District Board of Directors for a 4 year term ending May 2025; and

WHEREAS, City Council desires to remove Corbett Howard; and

WHEREAS, the City Council finds that Kimberly Brawner has met the qualifications for appointment to the Upper Trinity Regional Water District Board and desires to serve as the City of Celina's representative for the unexpired term ending May 2025.

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

Section 1. **Findings Incorporated**. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. **Appointment Approved.** That Corbett Howard is removed as the City of Celina's representative on the Upper Trinity River Water District Board of Directors and Kimberly Brawner is appointed as the City of Celina's representative on the Upper Trinity Regional Water District Board of Directors for the unexpired term ending May 2025.

Section 3. **Effective Date**. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of November 2022.

_____
Sean Terry, MAYOR

ATTEST:

_____
Lauren Field, CITY SECRETARY

Attachment: RES 2022-___R_UTRWD appointment (Upper Trinity Regional Water District Board Member Appointment)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, Civil Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	November 8, 2022
Re:	Preston 24" Waterline Easements Acquisition Resolution

Action Requested:

Consider and act on a resolution of the City Council authorizing the execution by the City of Celina, Texas, of conveyance documents necessary to effectuate the acquisition of water easements, wastewater easements and temporary construction easements for the Preston 24" Waterline Extension project; and providing for an effective date. (Majeed)

Background Information:

The City of Celina is proposing to construct a twenty-four inch (24") waterline along the east side of Preston Road and south side of County Road 106 (CR 106) beginning approximately 300 feet north of Rountree Court and extending north to CR 106. Segments of the water line will also be constructed east along the south side of CR 106 from Preston Road for approximately 4,600 feet to Public Works property. The construction of this waterline will provide water service along Preston Road and CR 106.

The proposed waterline will require twenty feet (20') permanent easements. In addition, staff identified the need for thirty feet (30') wide temporary construction easements to accommodate the construction of the proposed waterline. The City has determined that the proposed waterline easements can reside within the required landscape easements to minimize the impact to each property owner. No property owners will be displaced with the easement dedication.

Staff is working on the acquisition of the easements and intends to utilize the City's power of condemnation as a final resort; however, this waterline is a critical infrastructure and is necessary for the health of the City's water system. Pending approval of this resolution, offer letters will be sent to each property owner at the stated appraised value with a copy of the approved resolution and appraisal.

Alternatives:

City Council could choose to not proceed with the proposed resolution of acquisition.

Financial Considerations:

Funding for the acquisition of the easements will be paid from 2022 bonds.

Legal Review:

Legal counsel has reviewed the proposed resolution for compliance to state law.

Supporting Documents:
- Resolution
- Easement Map
-Waterline Exhibit

Staff Recommendation:
Staff recommends approval of resolution authorizing easements acquistion

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF WATER EASEMENTS, WASTEWATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE PRESTON 24" WATERLINE EXTENTION 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 Preston 24" Waterline Extension from Rountree Ct to Public Works Building.

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 execute purchase contracts, deeds and easements and to disburse purchase and closing funds necessary to acquire property interests in the locations identified in the attached Exhibit "A" on behalf of the City of Celina, and further the City Manager is authorized to execute any other documents required to acquire the property interest reflected in Exhibit "A".

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 8th day of November 2022.

ATTEST:

_____
Lauren Field, City Secretary

APPROVED:

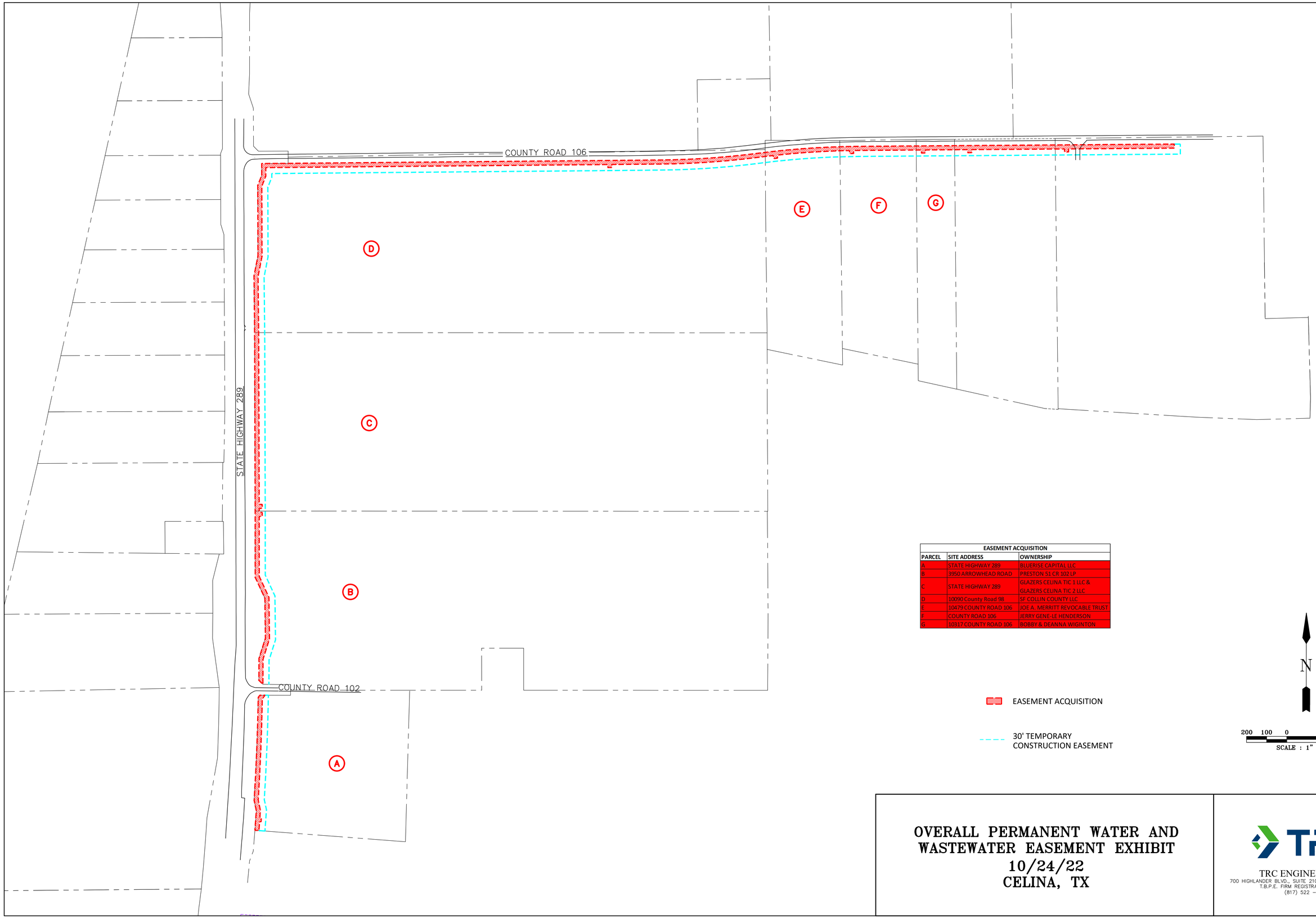
_____
Sean Terry, Mayor

Attachment: Resolution_Acquistion of Easements Revised (Preston 24" Waterline Easements Acquisition Resolution)

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2719544	BLUERISE CAPITAL LLC	ABS A0299 G W ESTES SURVEY, TRACT 5, 12.374 ACRES	Celina	TX	75009
2121275	PRESTON 51 CR 102 LP	ABS A0503 THOMAS KENDALL SURVEY, TRACT 2, 50.764 ACRES	Celina	TX	75009
985580	GLAZERS CELINA TIC 1 LLC	ABS A0503 THOMAS KENDALL SURVEY, TRACT 3, 52.235 ACRES	Celina	TX	75009
985553	S F COLLIN COUNTY LLC	ABS A0503 THOMAS KENDALL SURVEY, TRACT 1, 51.829 ACRES	Celina	TX	75009
2121991	MERRITT JOE A REVOCABLE TRUST	ABS A0810 W SHAWER SURVEY, TRACT 12, 9.245 ACRES	Celina	TX	75009
1225301	JERRY GENE-LE HENDERSON	ABS A0810 W SHAWER SURVEY, TRACT 13, 5.246 ACRES	Celina	TX	75009
986437	JERRY GENE-LE HENDERSON	ABS A0810 W SHAWER SURVEY, TRACT 3, 4.0 ACRES	Celina	TX	75009
2121989	WIGINTON BOBBY & DEANNA	ABS A0810 W SHAWER SURVEY, TRACT 1, 5.337 ACRES	Celina	TX	75009

Attachment: Resolution_Acquistion of Easements Revised (Preston 24" Waterline Easements Acquisition Resolution)



EASEMENT ACQUISITION		
PARCEL	SITE ADDRESS	OWNERSHIP
A	STATE HIGHWAY 289	BLUERISE CAPITAL LLC
B	3950 ARROWHEAD ROAD	PRESTON 51 CR 102 LP
C	STATE HIGHWAY 289	GLAZERS CELINA TIC 1 LLC & GLAZERS CELINA TIC 2 LLC
D	10090 County Road 98	SF COLLIN COUNTY LLC
E	10479 COUNTY ROAD 106	JOE A. MERRITT REVOCABLE TRUST
F	COUNTY ROAD 106	JERRY GENE-LE HENDERSON
G	10317 COUNTY ROAD 106	BOBBY & DEANNA WIGINTON

EASEMENT ACQUISITION

30' TEMPORARY CONSTRUCTION EASEMENT

N

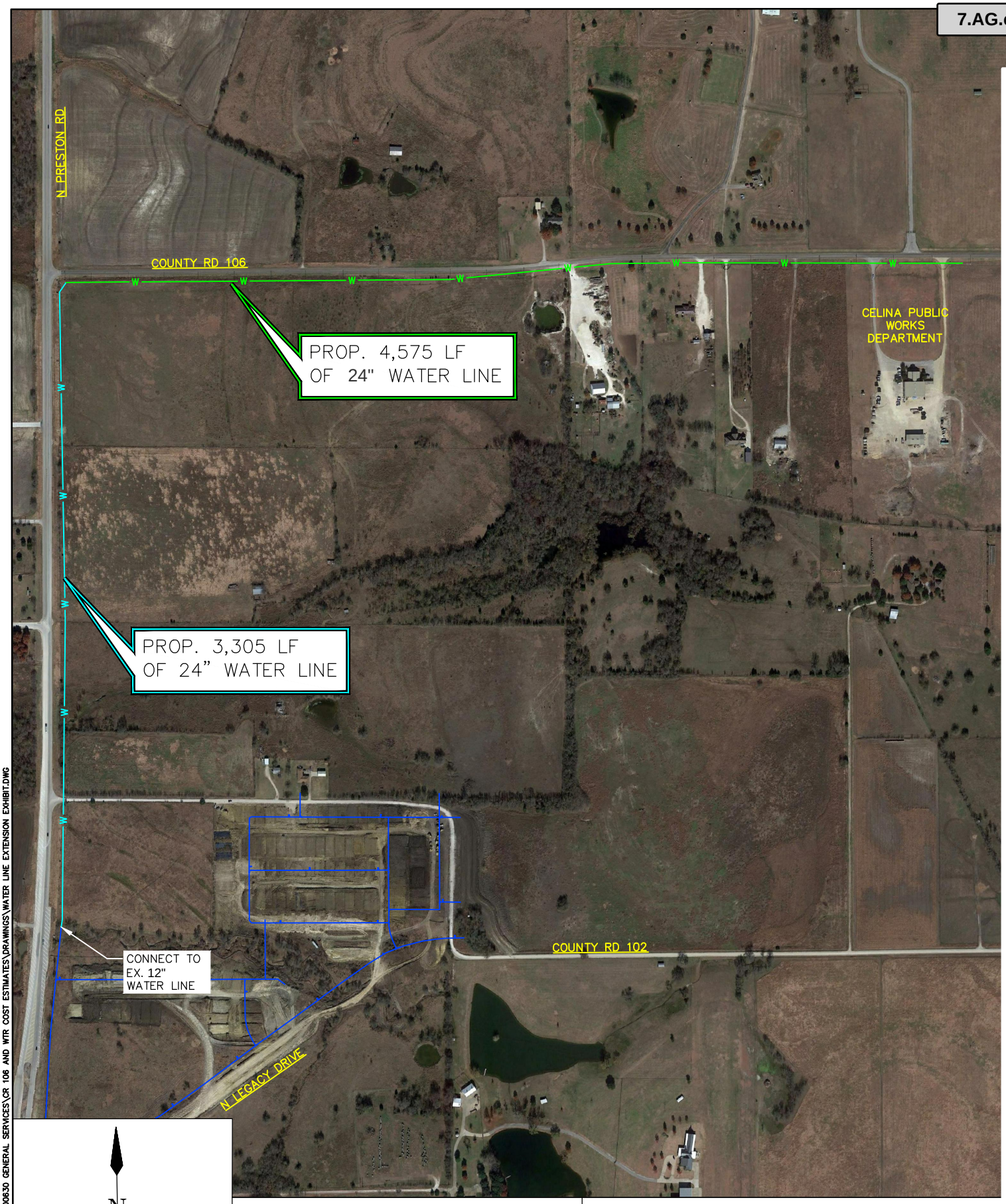
200 100 0 200 400

SCALE : 1" = 200

OVERALL PERMANENT WATER AND WASTEWATER EASEMENT EXHIBIT
10/24/22
CELINA, TX

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

Attachment: OVERALL EASEMENT EXHIBIT (Preston 24" Waterline Easements Acquisition Resolution)



Attachment: Waterline Exhibit 11012022 (Preston 24" Waterline Easements Acquisition Resolution)

H:\WORK IN PROGRESS\CELINA\400830 GENERAL SERVICES\CR 106 AND WTR COST ESTIMATES\DRAWINGS\WATER LINE EXTENSION EXHIBIT.DWG

N

650 325 0 650 1300

SCALE : 1" = 650'

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

WATER LINE EXTENSION TO PUBLIC WORKS CELINA, TX

11/2/2022

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Catherine Oduro, Senior Civil Engineer
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	Coit Road Right of Way and Easements Acquisition Resolution

Action Requested:

Consider and act on a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents necessary to effectuate the acquisition of right of way, water easements, wastewater easements, drainage easements, slope easements and temporary construction easements for the Coit road (from Vest lane to approximately 1200 linear feet from Punk Carter Parkway) project; and providing for an effective date. (Oduro)

Background Information:

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

Alternatives:
City Council could choose to not proceed with the proposed resolution of acquisition.

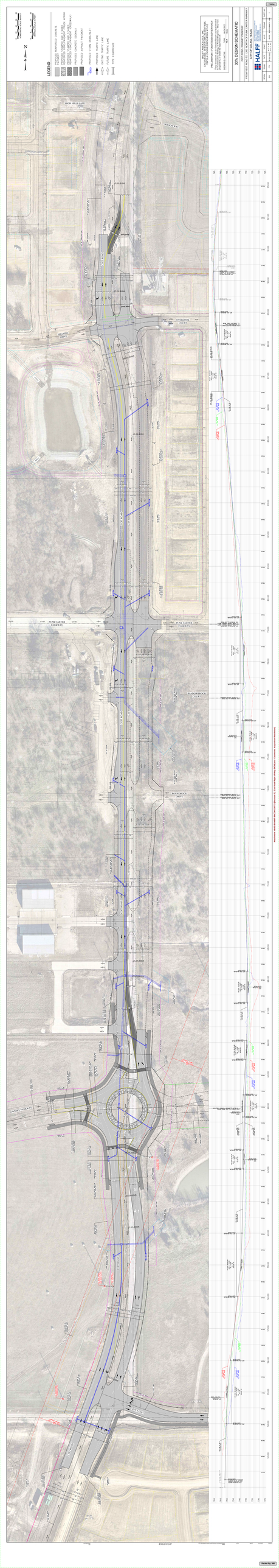
Financial Considerations:
Funding is available through bonds funds. Expenditures will not exceed funds appropriated and funds will be committed at the time of acquisition.

Legal Review:
Legal counsel has reviewed the proposed resolution for compliance to state law.

Supporting Documents:
- Resolution
- Roadway Alignment Exhibit

Staff Recommendation:

Staff recommends approval of resolution authorizing ROW and easements acquistion


LEGEND
PROPOSED REINFORCED CONCRETE PAVEMENT (CURB & GUTTER)
PROPOSED CONCRETE APRON (CURB & GUTTER)
PROPOSED CONCRETE PAVEMENT (FLUSH)
PROPOSED ASPHALT PAVEMENT
PROPOSED STORM DRAIN INLET
PROPOSED TRAFFIC LANE
PROPOSED BIKE LANE
FUTURE TRAFFIC LANE
TYPE II BARRICADE
30% DESIGN SCHEMATIC
CITY OF CEDAR PARK
CEDAR PARK TOWN CENTER BOULEVARD EXTENSION
CITY OF CEDAR PARK, TEXAS
HALFF
PUNC CAETER PARKWAY
BOULEVARD
BUSINESS
TOWN CENTER
CEDAR PARK
HIGH HILL LANE
WILSON WAY
VILLAGE
DRIVE
CHANDLER PARKWAY
BUSINESS PARK
DRIVE
CEDAR PARK TOWN CENTER BOULEVARD
PUNC CAETER PARKWAY
BUSINESS PARK DRIVE
CHANDLER PARKWAY
HIGH HILL LANE
WILSON WAY
VILLAGE DRIVE
PUNC CAETER PARKWAY
BUSINESS PARK DRIVE
CHANDLER PARKWAY
CEDAR PARK TOWN CENTER BOULEVARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY, WATER EASEMENTS, DRAINAGE EASEMENTS, SLOPE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR THE COIT ROADWAY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of Coit Road from Vest Lane to approximately 1200 linear feet from Punk Carter Parkway.

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 execute purchase contracts, deeds and easements and to disburse purchase and closing funds necessary to acquire property interests in the locations identified in the attached Exhibit "A" on behalf of the City of Celina, and further the City Manager is authorized to execute any other documents required to acquire the property interest reflected in Exhibit "A".

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 8th day of November 2022.

ATTEST: **APPROVED:**

_____ _____

Lauren Field, City Secretary Sean Terry, Mayor

Attachment: resolution_acquistion of property design Coit Rd (Coit Road Right-of-Way (ROW) and Easements Acquisition Resolution)

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2635660	Wood William K & Kathy D	Abs A1008 Mckinzie Wilhite Survey, Tract 4, 37.5534 Acres	Celina	TX	75009
2137874	Bosh Christopher Wesson & Adrienne	Abs A1008 Mckinzie Wilhite Survey, Tract 3, 43.0 Acres	Celina	TX	75009
2800632	Crossmar Texas Investments 1 LLC	Coit Business Park, Blk A, Lot 1	Celina	TX	75009
2137873	Pulte Homes Of Texas LP	Abs A1008 Mckinzie Wilhite Survey, Tract 2, 29.009 Acres	Celina	TX	75009
2780282	Pulte Homes Of Texas LP	Abs A1009 Mckinzie Wilhite Survey, Tract 6, 32.09 Acres	Celina	TX	75009
2693050	Westgate Hs Celina Investments LP	Abs A1009 Mckinzie Wilhite Survey, Tract 1, 18.4815 Acres	Celina	TX	75009
2643894	Westgate Hs Celina Investments LP	Abs A1008 Mckinzie Wilhite Survey, Tract 1, 1.1275 Acres	Celina	TX	75009
2829267	GRBK Edgewood LLC	Abs A1009 Mckinzie Wilhite Survey, Tract 8, 3.018 Acres	Celina	TX	75009
2075336	MCREF SFR 1 Wilson Creek LLC	Abs A1009 Mckinzie Wilhite Survey, Tract 3, 45.581 Acres	Celina	TX	75009
2771064	Westgate Hs Celina Investments LP	Abs A1009 Mckinzie Wilhite Survey, Tract 5, 3.648 Acres	Celina	TX	75009

Attachment: resolution_acquistion of property design Coit Rd (Coit Road Right-of-Way (ROW) and Easements Acquisition Resolution)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Catherine Oduro, Senior Civil Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	November 8, 2022
Re:	Release of Celina 52 East LP Easements - Greenway Phase 3

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina 52 East LP easements dedicated as part of Greenway Phase 1. (Oduro)

Background Information:

As part of the Greenway Phase 1 Project, Celina 52 East LP by that certain instrument dated the 14th day of January, 2020, recorded document number 20200114000055260; certain instruments dated 29th day of April, 2019; recorded document numbers 20190429000468390 and 20190429000468430, deed records of Collin County, Texas, dedicated utility easements for water, sewer and storm pipes, and an access easement for the construction of a temporary roadway turn around for a future phase. With the construction of the Greenway Phase 3, the easements are being incorporated in the new right-of-way (ROW) dedicated for Alan Court and Sayhope Way, hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"

Legal Review:

The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:

Ordinance
Release of Easements

Staff Recommendation:

Staff recommends approval.

EXHIBIT A

Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

DESCRIPTION OF A
WATER, SANITARY SEWER and
STORM DRAIN EASEMENT

BEING a tract of land situated in the Collin County School Land # 14 Survey, Abstract Number 167 and the I.C. Williams Survey, Abstract Number 943, City of Celina, Collin County, Texas, being a portion of that tract of land described by deed to Celina 52 East LP recorded in Instrument Number 20180131000124590, County Records Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found in the southwest line of said Celina 52 East tract, being the southeast corner of that tract of land described by deed to M/I Homes of DFW LLC recorded in Instrument Number 20180131000124630, of said County Records

THENCE N 00°24'31" W, 133.94 feet, with the common line of said Celina 52 East tract and said M/I Homes tract to the **POINT OF BEGINNING**;

THENCE N 33°34'49" W, 31.73 feet to a 5/8 inch iron rod found;

THENCE N 00°52'43" W, 10.21 feet;

THENCE departing said common line, over and across said Celina 52 East tract the following bearings and distances:

N 89°15'47" E, 350.41 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 11.91 feet, through a central angle of 71°48'16", having a radius of 9.50 feet and a long chord of N 53°21'42" E, 11.14 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 132.07 feet, through a central angle of 151°20'26", having a radius of 50.00 feet and a long chord of S 86°52'13" E, 96.89 feet;

N 89°15'47" E, 188.15 feet;

S 00°20'24" E, 50.00 feet;

N 89°15'47" W, 208.24 feet;

With said curve to the right, an arc distance of 58.60 feet, through a central angle of 67°08'48", having a radius of 50.00 feet and a long chord of S 87°45'39" W, 55.30 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 5.32 feet, through a central angle of 32°04'16", having a radius of 9.50 feet and a long chord of N 74°42'05" W, 5.25 feet;

Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

THENCE S 89°15'47" W, 358.18 feet, to the **Point of Beginning** and containing 35,138 square feet or 0.807 acres of land more or less.

"Integral parts of this document"
1. Description- 2 Pages
2. Exhibit- 2 Pages

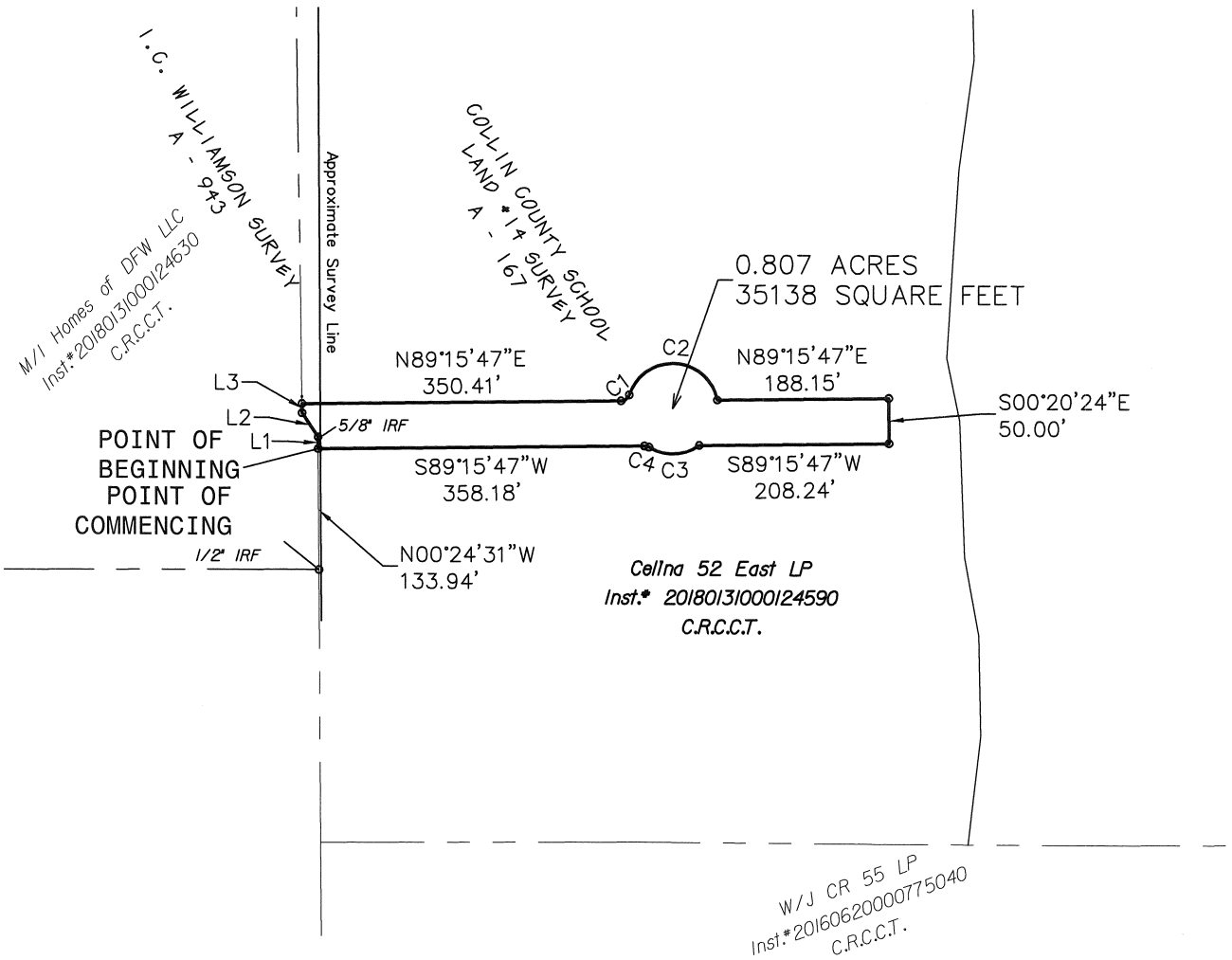
Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF= IRON ROD FOUND

"Integral parts of this document"
1. Description–2 Pages
2. Exhibit–2 Pages



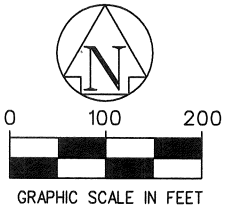


Exhibit "A"

Water, Sanitary Sewer and Storm Drain Easement

Situated in the Collin County School Land #14 Survey, Abstract Number 167 and the I. C. Williamson Survey, Abstract Number 943, Collin County, Texas

PELOTON LAND SOLUTIONS
10875 John W. Elliott Dr. Suite 400 Frisco, TX 75033 469-213-1800
TBPLS Firm Reg No. 10194468

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Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF= IRON ROD FOUND

"Integral parts of this document"
1. Description–2 Pages
2. Exhibit–2Pages

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	71°48'16"	9.50'	11.91'	N53°21'42"E	11.14'
C2	151°20'26"	50.00'	132.07'	S86°52'13"E	96.89'
C3	67°08'48"	50.00'	58.60'	S87°45'39"W	55.30'
C4	32°04'16"	9.50'	5.32'	N74°42'05"W	5.25'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°24'31"W	13.13'
L2	N33°34'49"W	31.73'
L3	N00°52'43"W	10.21'

STATE OF TEXAS
REGISTERED
CHARLES STEPHEN RAMSEY
6718
PROFESSIONAL
LAND SURVEYOR

4/25/19

Exhibit "A"

Water, Sanitary Sewer and Storm Drain Easement

Situated in the Collin County School Land #14 Survey, Abstract Number 167 and the I. C. Williamson Survey, Abstract Number 943, Collin County, Texas

TBPLS Firm Reg No. 10194468

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PELOTON LAND SOLUTIONS
10875 John W. Elliott Dr. Suite 400 Frisco, TX 75033 469-213-1600

JOB #: MIH17001 | DRAWN BY: SRAMSEY | CHECKED BY: SRAMSEY | DATE: 04/25/2019 | PAGE #: 4 OF 4

DWG NAME J:\JOB\MIH17001_GREENWAY 63\MASTER DEV_SURVEY\EASEMENTS\MIH17001_EA26.DWG

DESCRIPTION OF A TEMPORARY TURN-A-ROUND EASEMENT

BEING a tract of land situated in the Collin County School Land # 14 Survey, Abstract Number 167 and the I.C. Williams Survey, Abstract Number 943, City of Celina, Collin County, Texas, being a portion of that tract of land described by deed to Celina 52 East LP recorded in Instrument Number 20180131000124590, County Records Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found in the southwest line of said Celina 52 East tract, being the southeast corner of that tract of land described by deed to M/I Homes of DFW LLC recorded in Instrument Number 20180131000124630, of said County Records

THENCE N 00°24'31" W, 144.46 feet, with the common line of said Celina 52 East tract and said M/I Homes tract to a 5/8 inch iron rod found at the **POINT OF BEGINNING**;

THENCE N 00°24'31" W, 2.61 feet;

THENCE N 33°34'49" W, 31.42 feet;

THENCE departing said common line, over and across said Celina 52 East tract the following bearings and distances:

N 89°15'47" E, 24.85 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 95.99 feet, through a central angle of 137°29'33", having a radius of 40.00 feet and a long chord of N 89°15'47" E, 74.56 feet;

N 89°15'47" E, 2.72 feet;

S 00°48'10" E, 29.00 feet;

S 89°11'50" W, 2.75 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 95.99 feet, through a central angle of 137°29'33", having a radius of 40.00 feet and a long chord of S 89°15'47" W, 74.56 feet;

THENCE S 89°15'47" W, 7.83 feet, to the **Point of Beginning** and containing 5,451 square feet or 0.125 acres of land more or less.

"Integral parts of this document"
1. Description
2. Exhibit

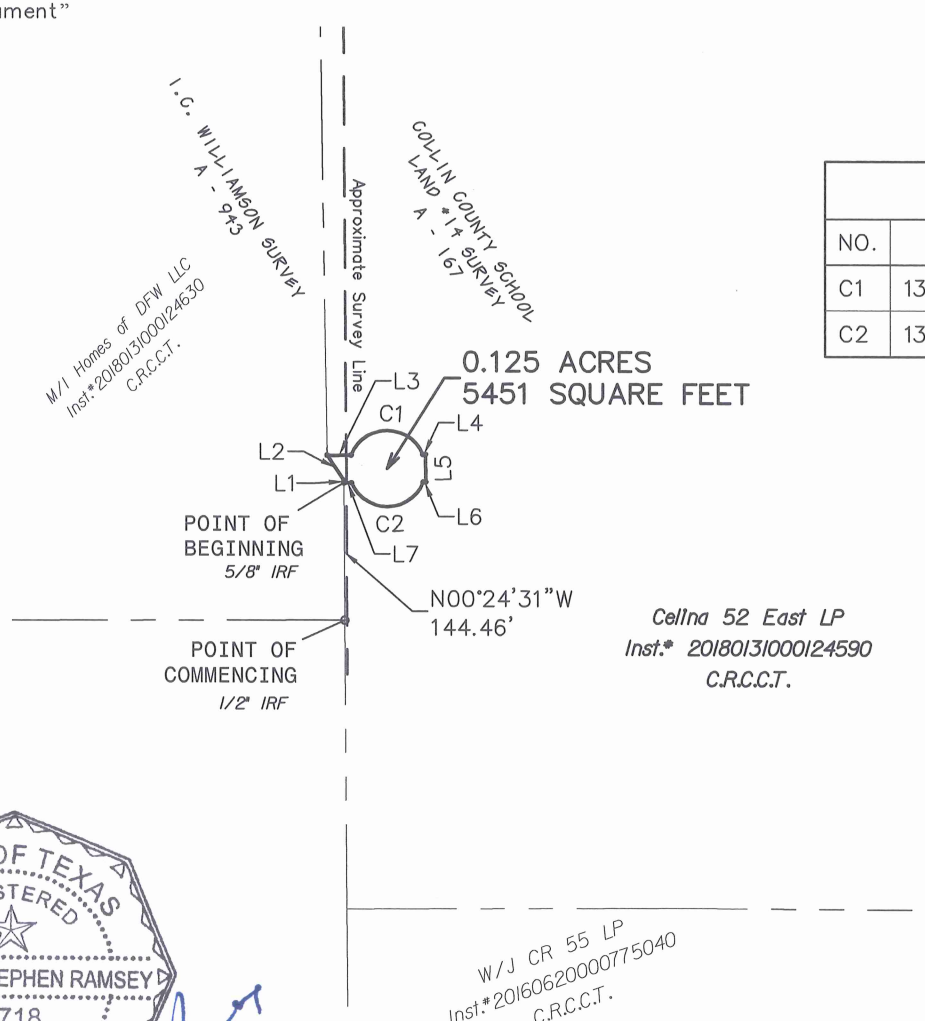
Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

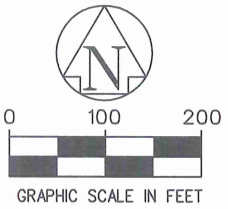
Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF= IRON ROD FOUND

"Integral parts of this document"
1. Description
2. Exhibit





CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	137°29'33"	40.00'	95.99'	N89°15'47"E	74.56'
C2	137°29'33"	40.00'	95.99'	S89°15'47"W	74.56'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°24'31"W	2.61'
L2	N33°34'49"W	31.42'
L3	N89°15'47"E	24.85'
L4	N89°15'47"E	2.72'
L5	S00°48'10"E	29.00'
L6	S89°11'50"W	2.75'
L7	S89°15'47"W	7.83'

4/25/19

Exhibit "A"

Temporary Turn-a-Round Easement

Situated in the Collin County School Land #14 Survey, Abstract Number 167 and the I. C. Williamson Survey, Abstract Number 943, Collin County, Texas

TBPLS Firm Reg No. 10194468

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10875 John W. Elliott Dr. Suite 400 Frisco, TX 75033 469-213-1600

DWG NAME J:\JOB\MIH17001_GREENWAY 63\MASTER DEV_SURVEY\EASEMENTS\MIH17001_EA27.DWG
JOB #: MIH17001 | DRAWN BY: SRAMSEY | CHECKED BY: SRAMSEY | DATE: 04/25/2019 | PAGE #: 2 OF 2

A DESCRIPTION OF A
50' DRAINAGE EASEMENT

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND # 14 SURVEY, ABSTRACT NUMBER 167 AND THE I.C. WILLIAMS SURVEY, ABSTRACT NUMBER 943, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CELINA 52 EAST LP RECORDED IN INSTRUMENT NUMBER 20180131000124590, COUNTY RECORDS COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD YELLOW CAP STAMPED "PELOTON" FOUND FOR THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO M/I HOMES OF DFW LLC RECORDED IN INSTRUMENT NUMBER 20180131000124630 AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO GREENWAY PHASE I ADDITION RECORDED IN INSTRUMENT NUMBER 20190503010002070, OF SAID COUNTY RECORDS;

THENCE S 00°52'43" E, 9.99 FEET TO THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID CELINA 52 EAST TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 89°55'13" E, 100.00 FEET;

S 00°52'43" E, 50.00 FEET;

S 89°55'13" W, 100.00 FEET;

THENCE N 00°52'43" W, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,000 SQUARE FEET OR 0.115 ACRES OF LAND MORE OR LESS.

"Integral parts of this document"
1. Description 1 Page
2. Exhibit- 1 Page

Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

asis of Bearing is the Texas Coordinate
ystem, North Central Zone 4202, NAD 83

Integral parts of this document"

1. Description
2. Exhibit

LEGEND:
IRF=IRON ROD FOUND

M/I Homes of DFW LLC
Inst.#20180131000124630
C.R.C.C.T.

POINT OF COMMENCING

5/8" IRF YELLOW CAP STAMPED "PELOTON"

S00°52'43"E 9.99'

Approximate Survey Line

Greenway Phase I Addition
Inst.#20190503010002070
C.R.C.C.T.

I.C. WILLIAMSON SURVEY
ABSTRACT NO. 943

POINT OF BEGINNING

N00°52'43"W 50.00'

N89°55'13"E 100.00'

S89°55'13"W 100.00'

0.115 ACRES
5,000 SQUARE FEET

S00°52'43"E 50.00'

COLLIN COUNTY SCHOOL LAND #14 SURVEY
ABSTRACT NO. 167

Celina 52 East LP
Inst.# 20180131000124590
C.R.C.C.T.

STATE OF TEXAS
REGISTERED
CHARLES STEPHEN RAMSEY
6718
PROFESSIONAL
LAND SURVEYOR

11/6/19

AN EXHIBIT OF A
50' DRAINAGE EASEMENT

COLLIN COUNTY SCHOLL LAND #14 SURVEY,
ABSTRACT NO. 167 AND THE
I.C. WILLIAMSON SURVEY ABSTRACT NO. 943
CITY OF CELINA
COLLIN COUNTY, TEXAS

GRAPHIC SCALE IN FEET
0 15 30

W N S E

TBPELS Firm Reg No. 10194468

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PELOTON
LAND SOLUTIONS
11000 FRISCO ST. SUITE 400
FRISCO, TX 75033 469-213-1800

JOB #: MIH17001	DRAWN BY: MYOST	CHECKED BY: SRAMSEY	DATE: 11/01/2019	PAGE #: 2 OF 2

DWG NAME J:\JOB\MIH17001_GREENWAY 63\MASTER DEV_SURVEY\EASEMENTS\MIH17001_EA32.DWG

Attachment: Exhibit A (Release of Celina 52 East LP easements- Greenway Phase 3)

ORDINANCE NO. 2022- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RELEASING, TERMINATING, REMISING, AND RELINQUISHING THREE EASEMENTS SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943 COLLIN COUNTY, TEXAS; SAID EASEMENT AREAS BEING DESCRIBED IN THAT EASEMENT RECORDED AS INSTRUMENT NO. 20190429000468430, INSTRUMENT NO. 20200114000055260, AND INSTRUMENT NO. 20190429000468390, EACH OF WHICH WERE FILED IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EACH OF THE THREE EASEMENTS DESCRIBED HEREIN; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT FOR EACH OF THE THREE EASEMENTS DESCRIBED HEREIN.

WHEREAS, by that certain access easement Instrument Number 20190429000468430, recorded on April 29, 2019, in the Official Public Records of Collin County, Texas, the City of Celina, Texas was granted a temporary right of access over the easement area described in said instrument for the purposes set out therein, the grantor of such easement being Celina 52 East, LP; and

WHEREAS, by that certain utility easement Instrument Number 20200114000055260, recorded on January 14, 2020, in the Official Public Records of Collin County, Texas, the City of Celina, Texas was granted rights over the easement area described in said instrument for the purposes set out therein, the grantor of such easement being Celina 52 East, LP; and

WHEREAS, by that certain utility easement Instrument Number 20190429000468390, recorded on April 29, 2019, in the Official Public Records of Collin County, Texas, the City of Celina, Texas was granted rights over the easement area described in said instrument for the purposes set out therein, the grantor of such easement being Celina 52 East, LP; and

WHEREAS, the City of Celina has determined that it no longer needs any of the three easements referenced herein and does not need the rights conveyed to it by said instruments, and desires to release, remise, and relinquish all such interests and rights created in the above-mentioned instruments; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release easement interests in land; and

WHEREAS, the City Council has determined that the three easements described herein no longer provide a public benefit and that the public would be best served by the release, termination, relinquishment, and abandonment of said three easements.

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

SECTION 1

Attachment: Ordinance Easement Abandonment Celina Form 3 Greenway Easements 2022 final 9.30.22 (Release of Celina 52 East LP

The City does hereby release, terminate, vacate and abandon all of the rights, title, and interests of the City and the public in the three easements described herein and listed in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf of the City, a release of each of the three easements releasing all claims to title, ownership or control of the easements described herein and referenced in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement for each of the three easements described herein and referenced in Exhibit "A" in the Official Public Records of Collin County, Texas.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance 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 5

This Ordinance shall be in full force and effect from and after the date of its 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 _____, 2022.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____ 2022.

CITY OF CELINA:

_____
Sean Terry, Mayor
City of Celina, Texas

Attachment: Ordinance Easement Abandonment Celina Form 3 Greenway Easements 2022 final 9.30.22 (Release of Celina 52 East LP

ATTEST:

_____

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Ordinance Easement Abandonment Celina Form 3 Greenway Easements 2022 final 9.30.22 (Release of Celina 52 East LP

EXHIBIT "A"

EASEMENT #1:

ACCESS EASEMENT AGREEMENT RECORDED ON APRIL 29, 2019, AS INSTRUMENT NO. 20190429000468430, IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

EASEMENT #2:

UTILITY EASEMENT RECORDED ON JANUARY 14, 2020, AS INSTRUMENT NO. 20200114000055260, IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

EASEMENT #3:

UTILITY EASEMENT RECORDED ON APRIL 29, 2019, AS INSTRUMENT NO. 2019042900468390, IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

Attachment: Ordinance Easement Abandonment Celina Form 3 Greenway Easements 2022 final 9.30.22 (Release of Celina 52 East LP

Attachment: Release of 50 ft Storm Easement City of Celina Form 9.30.22 clean (Release of Celina 52 East LP easements- Greenway Phase 3)

RELEASE OF EASEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

WHEREAS, by that certain Utility Easement instrument filed of record on January 14, 2020, recorded as document number 20200114000055260, Official Public Records of Collin County, Texas (the "**Utility Easement**"), the City of Celina, Texas (the "**City**") was granted non-exclusive easement rights in the land area described in the Utility Easement for the purposes set out therein, the grantor of such Utility Easement being Celina 52 East LP, a Texas limited partnership; and

WHEREAS, the City of Celina has determined that it no longer needs the Utility Easement and rights conveyed to it by said instrument, and desires to release, terminate, remise, and relinquish all rights and interests created in the above-mentioned Utility Easement instrument; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release an easement interest in land;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the City of Celina of the County of Collin, State of Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has forever remised, released and relinquished and by these presents does Forever Terminate, Remise, Release and Relinquish all rights and interests in that certain Utility Easement created and established in instrument number 20200114000055260, Official Public Records of Collin County, Texas.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 2022.

CITY OF CELINA:

_____
Sean Terry, Mayor

Attest:

_____
Lauren Field, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2022, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

Attachment: Release of 50 ft Storm Easement City of Celina Form 9.30.22 clean (Release of Celina 52 East LP easements- Greenway Phase 3)

Attachment: Release of Temp Turnaround Easement City of Celina Form 9.30.22 clean (Release of Celina 52 East LP easements- Greenway

RELEASE OF EASEMENT

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

WHEREAS, by that certain Access Easement Agreement instrument filed of record on April 29, 2019, recorded as document number 20190429000468430, Official Public Records of Collin County, Texas (the "**Access Easement**"), the City of Celina, Texas (the "**City**") was granted a temporary, non-exclusive easement right upon, over, and across the land area described in the Access Easement for the purposes of providing temporary turnaround access by the City, the grantor of such Access Easement being Celina 52 East LP, a Texas limited partnership; and

WHEREAS, the City of Celina has determined that it no longer needs the Access Easement and rights conveyed to it by said instrument, and desires to release, terminate, remise, and relinquish all rights and interests created in the above-mentioned Access Easement instrument; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release an easement interest in land;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the City of Celina of the County of Collin, State of Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has forever remised, released and relinquished and by these presents does Forever Terminate, Remise, Release and Relinquish all rights and interests in that certain Access Easement created and established in instrument number

20190429000468430, Official Public Records of Collin County, Texas.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 2022.

CITY OF CELINA:

_____
Sean Terry, Mayor

Attest:

_____
Lauren Field, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2022, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

Attachment: Release of Temp Turnaround Easement City of Celina Form 9.30.22 clean (Release of Celina 52 East LP easements- Greenway

RELEASE OF EASEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

WHEREAS, by that certain Utility Easement instrument filed of record on April 29, 2019, recorded as document number 20190429000468390, Official Public Records of Collin County, Texas (the "**Utility Easement**"), the City of Celina, Texas (the "**City**") was granted easement rights in the land area described in the Utility Easement for the purposes set out therein, the grantor of such Utility Easement being Celina 52 East LP, a Texas limited partnership; and

WHEREAS, the City of Celina has determined that it no longer needs the Utility Easement and rights conveyed to it by said instrument, and desires to release, terminate, remise, and relinquish all rights and interests created in the above-mentioned Utility Easement instrument; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release an easement interest in land;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the City of Celina of the County of Collin, State of Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has forever remised, released and relinquished and by these presents does Forever Terminate, Remise, Release and Relinquish all rights and interests in that certain Utility Easement created and established in instrument number 20190429000468390, Official Public Records of Collin County, Texas.

Attachment: Release of Water Sanitary Storm Easement City of Celina Form 9.30.22 clean (Release of Celina 52 East LP easements- Greenway

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 2022.

CITY OF CELINA:

_____
Sean Terry, Mayor

Attest:

_____
Lauren Field, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2022, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

Attachment: Release of Water Sanitary Storm Easement City of Celina Form 9.30.22 clean (Release of Celina 52 East LP easements- Greenway

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Updated Service Credit Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting Updated Service Credits (USC) to be effective on January 1, 2023. (Peters)

Background Information:
This ordinance is for the City of Celina to adopt 100% updated service credit, with transfers annually repeating and a 70% cost of living adjustment on an ad hoc (one-time only) basis.

By adopting this ordinance, the city will not have to adopt an ordinance each year to re-authorize calculation of the USC benefit; and the USC will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council. With the adoption of these additional benefits, the City's full contribution rate for 2023 will be 11.67%

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The Ordinance has been reviewed by the City Attorney.

Supporting Documents:
Ordinance

Staff Recommendation:

Staff recommends for approval.

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF CELINA; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; PROVIDING CUMULATIVE REPEALER AND SAVINGS, AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City of Celina, Texas (hereinafter called the "City") and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed" Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant thereunder and all future grants under this Ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

Attachment: ORD 2022-___ updated service credits (Updated Service Credit Ordinance)

(e) The initial allowance of Updated Service Credit hereunder shall be effective on **January 1, 2023,** subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this Ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

(f) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this Ordinance on the full amount of such person's compensation as an employee of the City.

SECTION 2. Increase in Retirement Annuities.

(a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

SECTION 3. Cumulative Repealer and Savings.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any

Attachment: ORD 2022-___ updated service credits (Updated Service Credit Ordinance)

violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. Severability.

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal, or otherwise inapplicable, in whole or 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 5. Effective Date.

Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January 2023.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of November 2022.

_____
Sean Terry, MAYOR

ATTEST:

_____
Lauren Field, CITY SECRETARY

Attachment: ORD 2022-___ updated service credits (Updated Service Credit Ordinance)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Budget Amendment FY 2022-2023 - November 2022

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:

A FY 2023 budget amendment is requested for the FY 2022-2023 Operating Budget. The amendment includes budget appropriation for non-reimbursable costs for the recently awarded SAFER grant. This will provide equipment for the Fire Department's twelve (12) additional staff as we prepare for Fire Station #3. The amendment also includes encumbering Utility Impact funds for a portion of the cost for the construction of the Legacy Hills Treatment Plant (Project S27). The VERF fund has a proposed amendment to appropriate money for the replacement of Ambulance #1203 and related outfitting of the new rig.

Supporting Documents:

Ordinance Amending Budget
Exhibit A

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-xxx

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2022-113, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2022-2023 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 2022-2023, heretofore previously adopted by Ordinance 2022-113; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2023, heretofore previously adopted by Ordinance 2022-113 duly enacted by the City Council of the City of Celina on the 13th day of September, 2022, 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.

Attachment: 2022 - 113 Amend Budget ordinance November 8, 2022 (FY 2023 Budget Amendment November 2022)

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 8th day of November 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022 - 113 Amend Budget ordinance November 8, 2022 (FY 2023 Budget Amendment November 2022)

Exhibit A

Meeting date: November 8, 2022
FY 2023 Budget Amendment Detail

Budget Change # 211

Account #	Account Name	Description	Adjustment
102-31-3050	FUND BALANCE	12 Firefighter non reimbursable Costs - (SAFER grant pay for 100% of salaries and benefits)	(187,020)
102-110-000-6164	UNIFORMS	Uniforms for 12 new firefighters	26,520
102-110-000-6400	MAINTENANCE AGREEMENTS	Annual advanced physical for 12 new firefighters	84,000
102-110-000-6830	CAPITAL EQUIPMENT	Bunker gear PPE for 12 new firefighters (10 year life)	76,500
206-31-3050	FUND BALANCE	Legacy Hills Treatment Plant - Project S27	(13,550,000)
206-118-000-8502	CONSTRUCTION	Legacy Hills Treatment Plant - Project S27	13,550,000
113-31-3050	FUND BALANCE	Replacement cost of Ambulance #1203 - 2012 Dodge	(500,000)
113-110-000-6840	CAPITAL - VEHICLE	Replacement cost of Ambulance #1203 - 2012 Dodge	500,000

Attachment: 2022 - 113 Amend Budget ordinance November 8, 2022 (FY 2023 Budget Amendment

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Overlay Districts - Text Amendment

Action Requested:

Conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, to modify overlay district regulations. (Overlay Districts – Text Amendment) (McAfee)

Background:

The ordinance is being amended to revise Chapter 14, Zoning, to modify overlay districts. Please refer to the attachments for additional information.

Supporting Documents:

- Staff Presentation
- Draft Ordinance
- Proposed Revisions - Redline
- Proposed Revisions - Clean

Staff Recommendation:

Staff recommends approval as presented.

OVERLAY DISTRICTS

ZONING UPDATE

City Council
November 8, 2022

BACKGROUND

- The maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework
- The 3 overlays protect Celina's biggest commercial corridors from lower value development that harms the tax base and the ability of the City to provide services (e.g. public safety & infrastructure)

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

TIMELINE

- ~~September Council – discussion of Overlays~~
- ~~September P&Z – discussion of Overlays~~
- ~~October P&Z - public hearing~~
- November Council – public hearing & adoption

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

PROPOSED REVISIONS

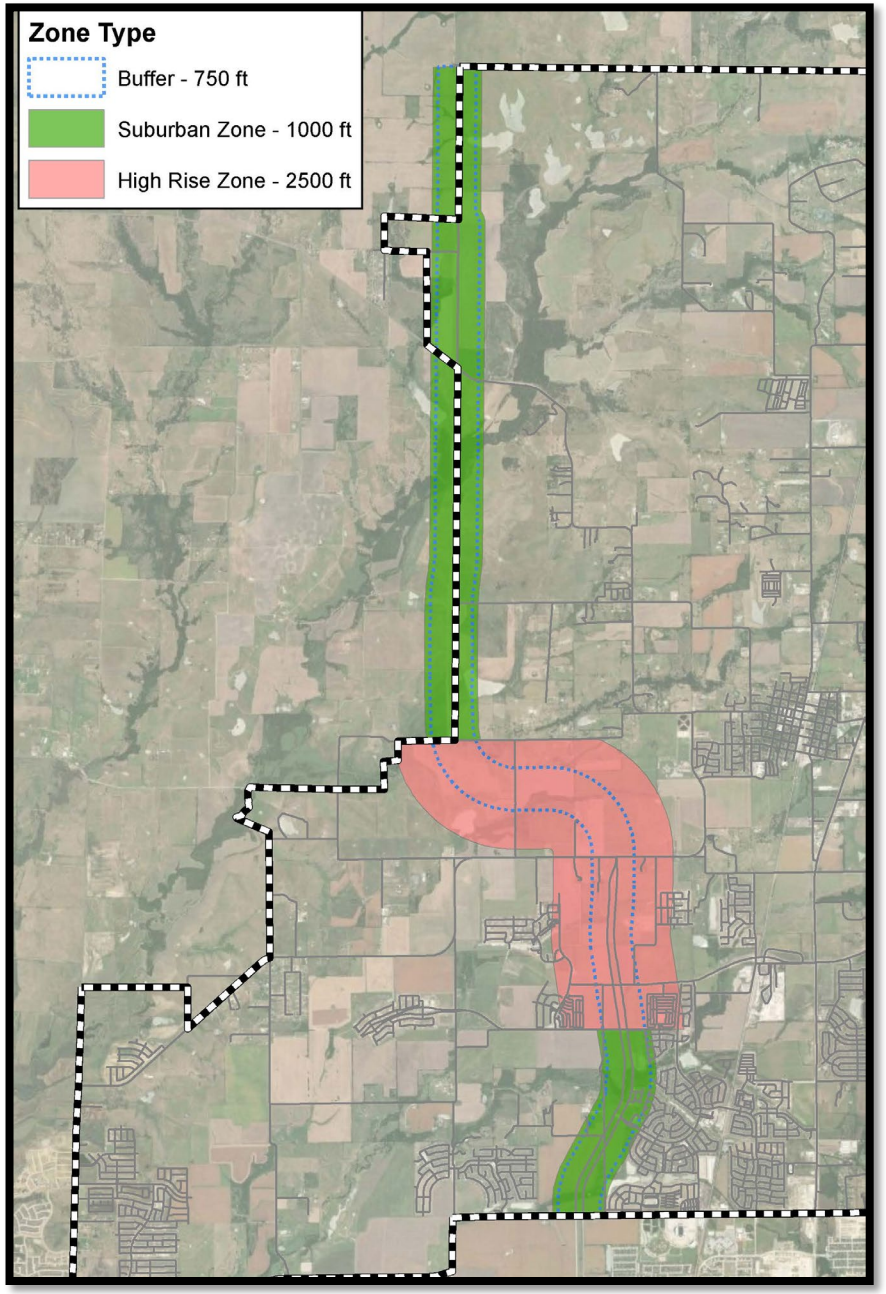
- Remove outdated and conflicting design standards from the overlays so that the award-winning base design standards clearly govern
- Ensure that land use descriptions match the Use Chart and do not conflict
- Clean-up the Purpose and Intent sections to better describe the corridors
- Further preserve the DNT for highest & best use

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

P&Z

- The Planning & Zoning Commission supported all proposed revisions to the Outer Loop and Preston overlays
- The Commission also supported all proposed revisions to the DNT overlay, *except for the multi-family restrictions*
- Rob Daake (clients include Rex and Blue Star) spoke about the importance of not limiting the market, helping sway the Commission

Attachment: Staff Presentation (Overlay Districts – Text Amendment)



Character District

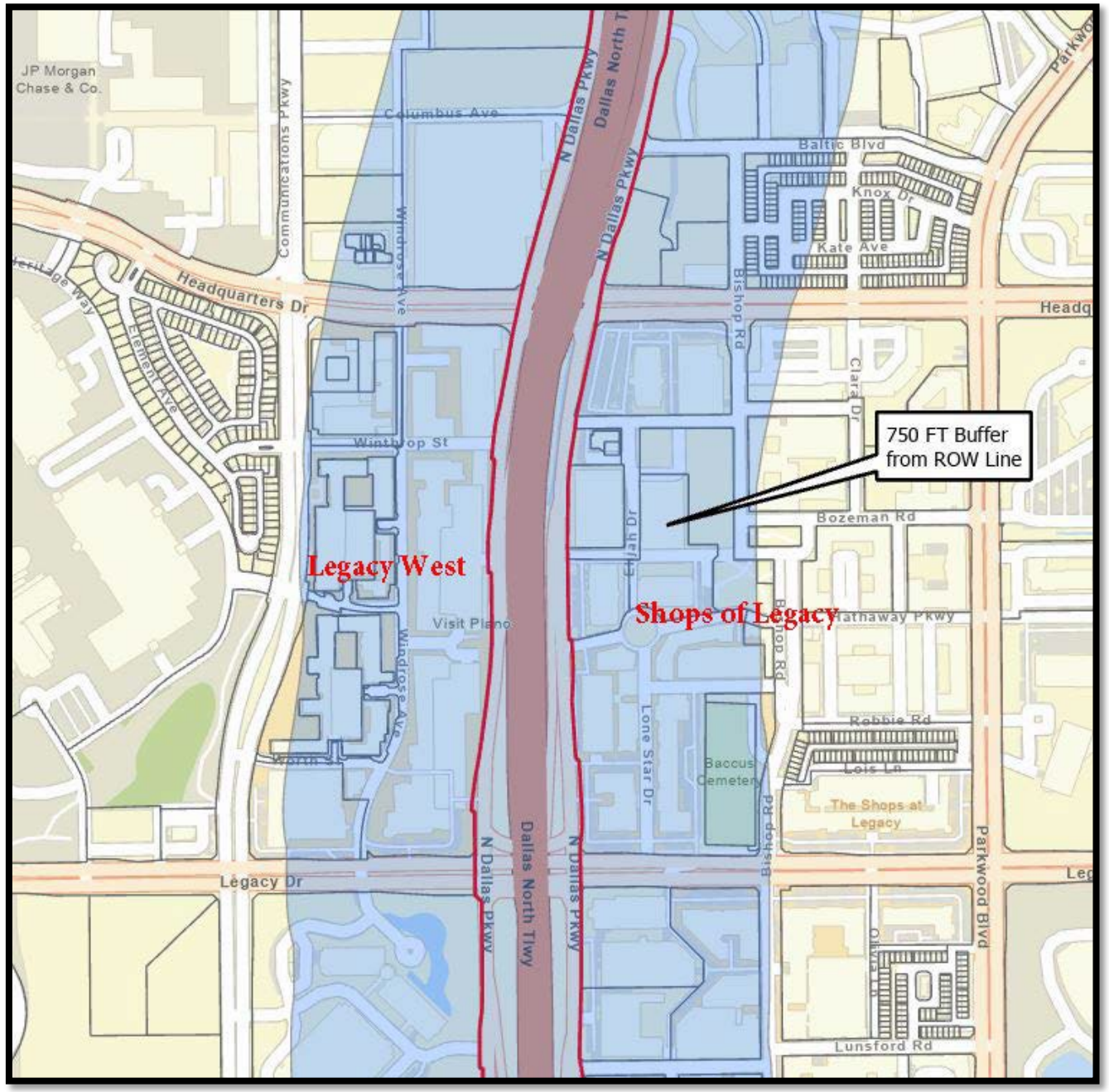
REGIONAL MIXED-USE 1 (RMU1)

Regional Mixed-Use 1 is located at the intersection of the Dallas North Tollway and the Collin County Outer Loop alignment. This major regional activity center is anticipated to include the most intense land uses within the planning area and to accommodate the greatest building heights. Pedestrians will be a top priority, with walkable multi-story buildings and continuous shade. Envisioned as a major employment and entertain destination, a welcoming environment is reflected in an abundance of amenities and extensive landscaping.

REGIONAL MIXED-USE

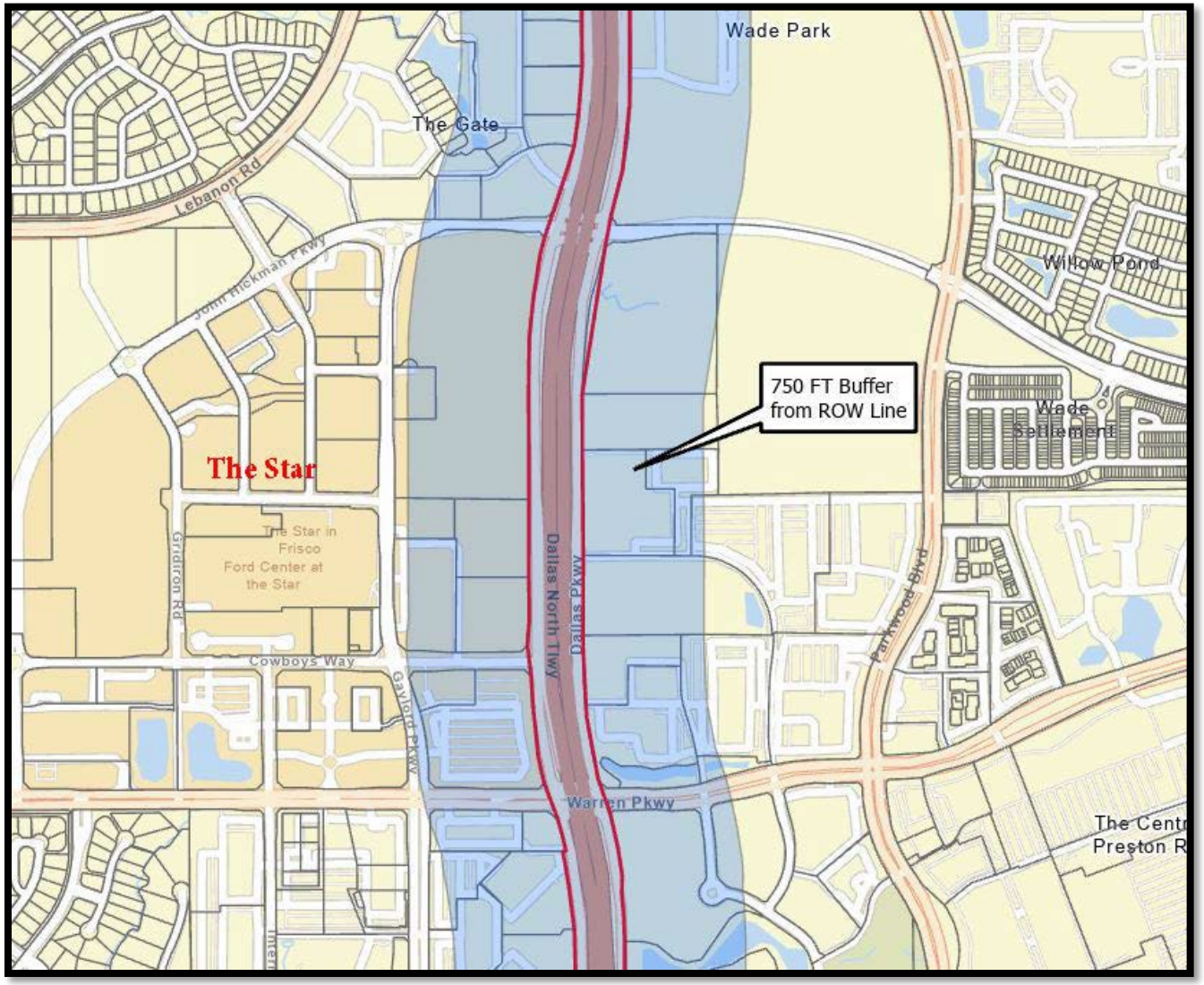
- The High-Rise subzone is reserved for regional mixed-use, per the Comprehensive Plan
- It preserves the land surrounding the DNT/CCOL intersection for corporate office, large employment, high-rise towers, mixed-use destination centers, and other high-value projects
- It is not intended for standard suburban commercial, office, and residential
- McKinney's U.S. 75 corridor was the last major commercial corridor developed in Collin County without Overlay protection

Attachment: Staff Presentation (Overlay Districts – Text Amendment)



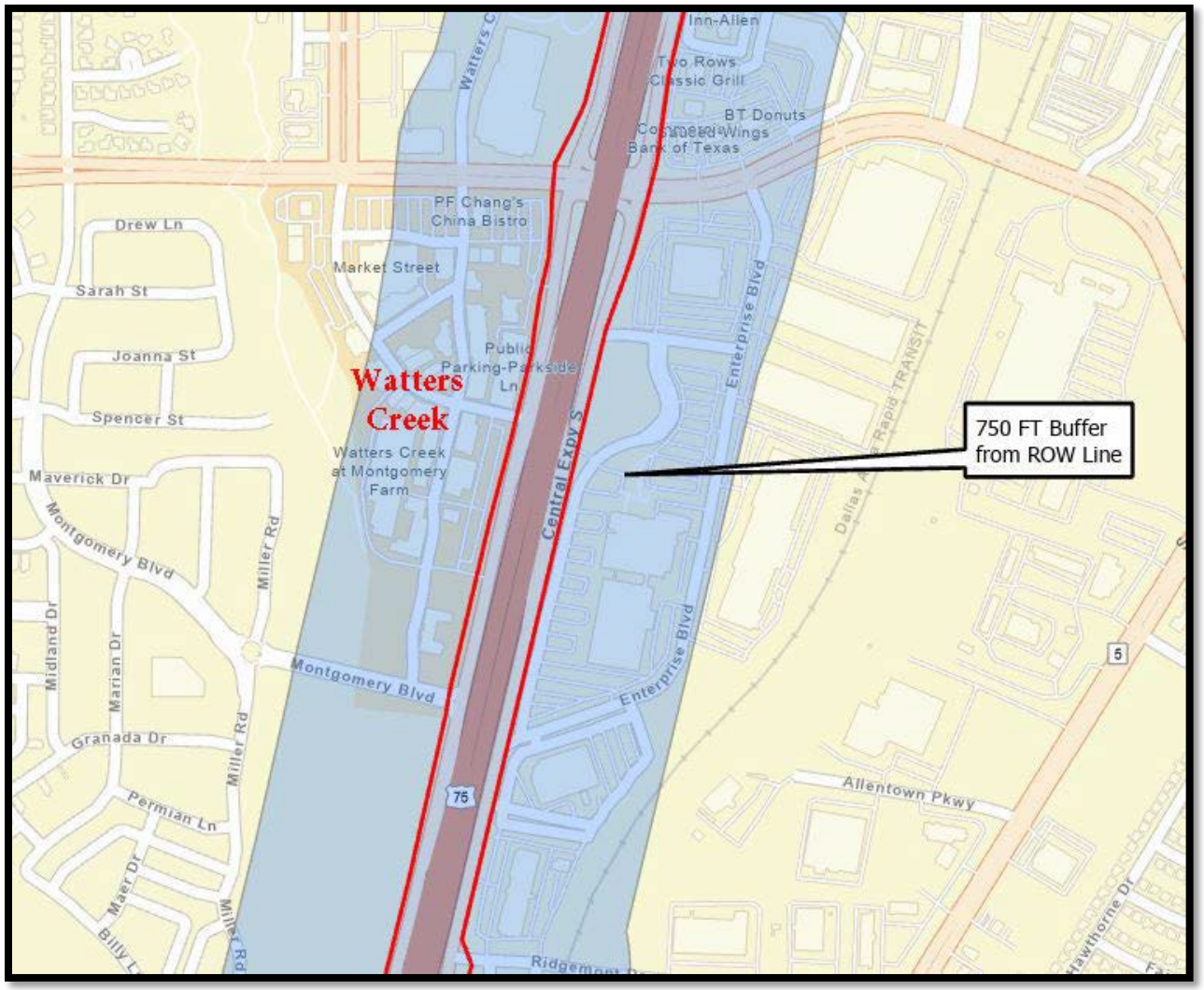
- Both Legacy West and The Shops at Legacy required discretionary zoning approvals from Council
- The MF-3 is not along the frontage, but pushed back behind the office & retail
- There is some MF-3 within 750', but it was reviewed and approved as part of the discretionary zoning application (not by right)

Attachment: Staff Presentation (Overlay Districts – Text Amendment)



- The Star required discretionary zoning approvals from Council
- The residential is not along the frontage, but pushed back behind the office & retail
- There is no MF-3 within 750'
- The process that resulted in The Star is proposed

Attachment: Staff Presentation (Overlay Districts – Text Amendment)



- Watters Creek required discretionary zoning approvals from Council
- The MF-3 is not along the frontage, but pushed back behind the office & retail
- There is some MF-3 within 750', but it was reviewed and approved as part of the discretionary zoning application (not by right)

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

MF-2 (URBAN EDGE)

- The Multi-Family 2 (Urban Edge) zoning district is intended to be a high-quality suburban development option
- It is considered "better/nicer" than traditional garden style apartments, yet is still surface-parked, with parking lots on the interior of the site
- Today, MF-2 is prohibited in the High-Rise subzone and allowed by right in the Suburban subzone
- MF-2 is proposed to require an SUP in the Suburban subzone

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

- Creates a nice street "edge"
- Surface parking is on the interior
- Not found on the DNT north of PGBT

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

MF-3 (URBAN LIVING)

- The Multi-Family 3 (Urban Living) zoning district is intended for mid-rise styled apartment communities with structured parking
- It is the highest-valued multi-family product the market supports
- Today, MF-3 is allowed by-right in both subzones
- MF-3 is proposed to require an SUP when within 750' of the DNT, which gives Council the ability to negotiate for mixed-use projects, such as The Star or Legacy West

- Units are often "wrapped" around the parking garage
- Integral component of all mixed-use destination centers
- Not allowed by right on the DNT in Plano, Frisco, or Prosper (always negotiated-in and only allowed with major projects)

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

MULTI-FAMILY SUMMARY

- MF-0 and MF-1 are prohibited in all 3 overlays
- The CCOLO and PRO require an SUP or PD from Council (typically within a mixed-use development)
- Several existing PDs (Planned Developments) already allow for multi-family within the Overlays (e.g. Avilla DNT)

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

DNTO MF PROPOSED REVISIONS

- MF-2 requires an SUP in the Suburban subzone
- MF-3 allowed, but not within 750' of the DNT, unless approved by Council through an SUP/PD process

MF-3 is not allowed within 750' of the DNT frontage roads, but is allowed by right elsewhere in the district. The City Council may approve MF-3 within 750' of the DNT frontage roads if it is included as a component of a mixed-use destination center, an integral element of an economic development project, or through the Specific Use Permit (SUP) process.

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

POLICY CONSIDERATIONS

- Zoning indeed is a "governor" on the free market
- Unregulated property rights would result in low-value apartments "stripped out" along the DNT
- Maximizing the DNT frontage protects & enhances the long-range tax base
- MF is not allowed by right along the DNT frontage in Prosper, Frisco, or Plano
- Council retains discretionary control to approve MF projects when warranted

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

NEXT STEPS

- ~~September Council – discussion of Overlays~~
- ~~September P&Z – discussion of Overlays~~
- ~~October P&Z – public hearing~~
- November Council – public hearing & adoption

- *In conformance with the Comprehensive Plan and the Strategic Plan, staff will bring additional Zoning Ordinance updates for review.*

Attachment: Staff Presentation (Overlay Districts – Text Amendment)

CITY OF CELINA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, BEING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING ARTICLE 14.02 ZONING DISTRICTS, PART FIVE SPECIAL DISTRICTS, SECTIONS 14.02.502 PRO – PRESTON ROAD OVERLAY DISTRICT, 14.02.503 DNTO – DALLAS NORTH TOLLWAY OVERLAY DISTRICT, AND 14.02.504 CCO – COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council") adopted Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City (the "Zoning Ordinance"), which sets forth various regulations for promoting the public health, safety, morals and general welfare, and protecting and preserving places and areas of historical, cultural and/or architectural importance and significance within the City and are made with reasonable consideration, among other things, for the character of each zoning district and its peculiar suitability for the particular uses specified; and

WHEREAS, having considered the proposed amendments to the Zoning Ordinance and the appropriateness of the amendments; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before City Council at which the City Council considered the recommendation of the Planning and Zoning Commission, and among other things, the necessity for orderly and appropriate regulations of the use of land and the erection of structures thereon, and the City Council does hereby find that the amendments to the Zoning Ordinance approved hereby accomplishes such objectives.

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings;

Attachment: Draft Ordinance (Overlay Districts – Text Amendment)

and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for overlay districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating or amending an overlay district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all overlay districts; and

WHEREAS, the areas adjacent to Preston Road, the Dallas North Tollway, and the Collin County Outer Loop are considered to be and is hereby established as areas of historical, cultural, and architectural importance and significance, as they are and will continue to be significant corridors within the City; and

WHEREAS, the area adjacent to Preston Road is nationally recognized as a significant historical and cultural corridor where a significant number of cattle were moved from ranch to market in the 1800s; and

WHEREAS, the area adjacent to the Collin County Outer Loop is recognized as a significant transportation and cultural corridor linking the cities of McKinney, Anna, and Melissa in Collin County with Aubrey, Pilot Point, and Denton in Denton County, which share ranching, farming and other cultural and historical customs and practices, such as serving as a link between livestock and farming to larger communities, unique only to North Texas; and

WHEREAS, the area adjacent to the Dallas North Tollway is recognized as a significant transportation and cultural corridor linking Celina and other nearby cities with a historically rural culture, and which share ranching, farming and other cultural and historical customs and practices, to larger communities in need of agricultural products; and

WHEREAS, Preston Road and the Dallas North Tollway are recognized at the national, state and local level as historically significant economic development engines in Dallas and Collin Counties, and the physical extension into Denton and/or northern Collin Counties also extends the historical significance of the corridors; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the development within overlay districts that is best achieved by the enforcement of the City's design and building materials standards.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

Attachment: Draft Ordinance (Overlay Districts – Text Amendment)

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 and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare. The foregoing premises are legislative findings of the City Council of the City.

SECTION 3
AMENDMENT TO ARTICLE 14.02 ZONING DISTRICTS, PART FIVE SPECIAL DISTRICTS

Amending Article 14.02 Zoning Districts, Part Five Special Districts, to repeal and replace, in their entirety, Sections 14.02.502 PRO – Preston Road Overlay District, 14.02.503 DNTO – Dallas North Tollway Overlay District, and 14.02.504 CCO – Collin County Outer Loop Overlay District, per the attached regulatory document.

SECTION 4
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. Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Section 8.01.002, Possession of Catalytic Converters," 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.

Attachment: Draft Ordinance (Overlay Districts – Text Amendment)

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

Any person, firm, corporation or entity violating this Ordinance or any provision of the Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Celina from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8
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 9
PUBLICATION AND EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the ____ day of _____, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary

Attachment: Draft Ordinance (Overlay Districts – Text Amendment)

Attachment A
Revised Overlay Districts

14.02.502 PRO, Preston Road Overlay District

a. ***Purpose***. The Preston Road overlay (PRO) district is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in the City, regulating the character of growth along Preston Road, and ensuring the careful and orderly growth of a historical trail and entryway into the City. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The Preston Road overlay district is limited to specified areas and supplements the standards of the underlying conventional zoning districts.

b. ***Permitted & Prohibited Uses***.

(1) Permitted land uses and all development standards in the City's Zoning Ordinance, Subdivision Ordinance, building codes, and other applicable development-related codes and ordinances that apply to the base zoning district in which any property is located shall apply unless otherwise provided specifically herein. In the event of a conflict between the standards of the PRO and the regulations of the underlying zoning district (or another corridor overlay district), the more stringent requirements shall apply. Regulations of the underlying zoning district not augmented or otherwise supplemented by the PRO will continue to prevail.

(2) The following list of uses are prohibited within the Preston Road Overlay.

i. Limited vehicle-related uses: Specifically new and used car sales, salvage yards, commercial parking lots, and towing yards.
ii. Heavy industrial uses: Specifically uses that are hazardous, environmentally severe in character, or generate high volumes of truck traffic.
iii. Low-level self-storage or mini storage uses.
iv. Single-family attached residential uses.
v. Single-family detached residential uses.
vi. Multi-Family uses that are primarily surface parked.

(3) Notwithstanding the prohibited uses listed in subsection (3) above, a planned development may be considered by the City Council and become an approved use within the PRO. Such development should incorporate a mix of office, retail, and commercial with in a unified and cohesive development.

(c) ***District Boundaries***. The PRO's boundaries shall be measured 750 feet from the right-of-way boundary line along both sides of State Highway 289 (Preston Road). The corridor and its subsequent regulations apply to all land within the corridor and properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289. Non-conforming land uses are acknowledged to exist prior to the date of this ordinance amendment [11/8/22].

(d) ***Lot & Setback Standards***.

1. Landscape buffers/easements along Preston Road and between land uses shall conform to Article 14.04.208, *Roadway Landscape Easements & Buffers*.
2. Buildings, parking, and drive aisles shall be set back a minimum of forty (40) feet from Preston Road.

(e) ***Architectural Standards***. The area adjacent to Preston Road is nationally recognized as a significant historical corridor where a significant number of cattle was moved from ranch to market in the 1800s. This corridor is considered to be and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Preston Road Overlay shall comply with Article IV, Part One, *Architectural Design Standards*. The regulations are not meant to hinder or restrict innovative design. If, at the discretion of the Director, an applicant proposed alternate materials that are deemed to be equal to or better than the required exterior products in terms of

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quality and durability of those required in this Section, the Director may allow such materials to be used.

14.02.503 DNTO, Dallas North Tollway Overlay District

a. ***Purpose***. The Dallas North Tollway Overlay District (DNTO) is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in Celina, to regulate the character of growth, determine the highest and best use for valuable land situated adjacent to the future Dallas North Tollway, and to ensure the careful and orderly growth of a major regional thoroughfare that spans the City of Celina. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The DNTO provides development standards within an anticipated high traffic zone and allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The DNTO district standards recognize that major regional highways act as an economic development engine that will be utilized to leverage a diverse and sustainable non-residential tax base for the City.

b. ***Intent***. It is not the intent of the DNTO district to replace the zoning regulations governing the use on any individual parcel of property. Instead, these regulations are intended to supplement the existing zoning district regulations on individual parcels of property within the overlay district and to encourage high value development with an urban character, and to be a market-based option for property owners to consider as a base zoning district. The DNTO is the preferred zoning district for properties along the Dallas North Tollway. It is contemplated that market conditions may ripen over time so that the true market demand for the DNTO entitlement may expand beyond the District Boundaries described below. If so, those properties may apply for DNTO base zoning to accommodate such possible market demand.

c. ***District Boundaries***.
   1. Suburban Subzone. The boundary shall be measured 1,000 feet from the right-of-way boundary line of the service roads along the Dallas North Tollway (also known as "Dallas Parkway") that are not otherwise designated as High-Rise subzone. -
   2. High-Rise Subzone. From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), a 2,500 foot width shall be drawn from the Dallas North Tollway right-of-way boundary line outward.
   3. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, to properties beyond the official boundary lines with ingress and egress (access/connectivity) to the Dallas North Tollway, and to the nearest thoroughfare as shown on the Master Thoroughfare Plan.
   4. If a property is bisected by a Subzone, the property outside the Subzone may take entitlements from the more intense Subzone. Additionally, Subzones may be increased an additional 20% to accommodate a project, so long as the project is increasing in intensity and not decreasing.
   5. However, the district boundaries exclude all single family subdivisions platted prior to the date of the adoption of Ordinance 2018-63 (11-13-18) establishing the DNT Overlay. The official boundaries of the DNT overlay district and its two subzones shall be as delineated on the City of Celina Official Zoning Map.

d. ***Permitted Uses***. The following uses are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD). Other uses may be allowed, as allowed within the specific zoning district or the base

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zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1A, below, the uses allowed by Table 1A prevail. It is imperative that land uses and building types are not confused when reading the chart.

ARTICLE II, PART FIVE, TABLE 1A Schedule of Permitted Uses for Dallas North Tollway Overlay District		
Land Use	*High-Rise Subzone*	*Suburban Subzone*
Bar	S	S
Alcoholic Beverage Sales-	P	P
Auto Repair, Minor		S
Auto Sales, New		S
Auto Wash, Full Service		S
Bank, Savings & Loan, or Credit Union	P	P
Assembly Uses, Other	S	S
Commercial Amusement, all types	P	P
Entertainment Venues	P	P
Gas Pumps/Fuel Sales	S	S
Greenhouse or Nursery, Retail		P
Hospital	P	P
Hotels, Full Service	P	P
Manufacturing and Industrial Uses, Light		S
MF-2, Multi-Family Urban Edge		S
MF-3, Multi-Family Urban Living[3]	C[4]	C[4]
Mini Warehouse & Self-Storage		S
Municipal Uses Operated by the City of Celina	P	P
Office, all types	P	P
Parking Structure	P	P
Restaurant, Dine-In	P	P
Restaurant, Drive-In or Drive-Thru		P
Store, Big Box[1]	S	P
Store, General Retail[2]	P	P

1. A "Big Box" is defined herein as a major department store, regional mall, a full-service grocery store, theater, or similarly sized business.
2. Retail is referenced here as the land use, not any particular building type or form.
3. Residential towers, including condo towers, are included in MF-3 in the DNTO.
4. MF-3 is not allowed within 750' of the DNT frontage roads, but is allowed by right elsewhere in the district. The City Council may approve MF-3 within 750' of the DNT frontage roads if it is included as a component of a mixed-use destination center, an integral element of an economic development project, or through the Specific Use Permit (SUP) process.

e. ***Prohibited Uses***. The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1B, below, the uses prohibited by Table 1B below prevail.

ARTICLE II, PART FIVE, TABLE 1B Prohibited Uses for Dallas North Tollway Overlay District
Land Uses
Alternative Financial Services
Alternative Retail Services

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Auto Repair, Major
Auto Sales, Used
Auto Wash, Self-Service
Batch Plant, Permanent
Cemetery or Mausoleum
Dwelling, Group Home, all types
Dwelling, Manufactured Home Subdivision
Dwelling, Single-Family Attached & Detached
Dwelling, Multi-Family (MF-0, MF-1)
Landfill
Manufacturing & Industrial Uses, Heavy or High Risk
Salvage Yard, Junk Yard, or Wrecking Yard
Sexually Oriented Business
Store, Pawn Shop
Store, Tire Dealer
Vending Kiosk, all types

f. ***Development Standards***.

1. Character and intent:
   i. *High-rise subzone:* The intent of the high-rise subzone is to create an urban character within the subzone, with minimal front yard setbacks that are primarily comprised of walkable sidewalks or plazas, especially on interior streets with more narrow travel lanes and on-street parking. Parking lots at the front of buildings is discouraged, although a drop-off zone with a porte cochère may be allowed. Parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm. The High-Rise subzone is contemplated to be Celina's highest value and most form-dense area.
   ii. *Suburban subzone:* The intent of the suburban subzone is to allow most commercial, office, and light industrial uses that are typically found along major arterials and to allow greater latitude with design of individual sites than in the high-rise subzone.
2. Height of non-residential buildings:

ARTICLE II, PART FIVE, TABLE 2
Building Height in Dallas North Tollway Overlay District

Subzone:	*Maximum height*	*Minimum height*
High-Rise subzone	No maximum	4 stories[1]
Suburban subzone	6 stories	1 story

1. The Director may approve buildings less than 4 stories in height if the building is included as a component of larger, mixed-use, corporate, or office tower project.

g. ***Building Facade Standards***. Requirements are applicable to all structures.

1. Minimum exterior material standards. Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials include brick, stone, synthetic stone, slate, flagstone, granite, limestone, glass, and marble. Three-step stucco may be used as a masonry product on all floors excluding one through three, unless used as an accent material on those floors and not to exceed twenty-five percent (25%).

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i. Floors one through three (1-3) shall be finished with a minimum of seventy percent (70%) masonry, as listed above;
ii. Floors four through six (4-6) shall be finished with a minimum of twenty-five percent (25%) percent masonry, as listed above;
iii. Masonry materials are not required but may be used on floors seven and above (7+).
iv. Synthetic stucco, such as exterior finish and insulation system (EIFS), may be utilized as an architectural accent material (not for general exterior elevation areas), not to exceed ten percent (10%) of the exterior surface of any building facade.
v. Decorative metal, cementitious fiber board, or engineered wood exterior construction is allowed as an accent material to enhance the overall architectural design, not to exceed twenty percent (20%) of the exterior surface of any building facade.
vi. No single building material shall cover more than eighty-five percent (85%) of any facade.
vii. The balance of any exterior finishing materials shall be masonry, three-step stucco, architectural split-face concrete masonry units (split-face CMU), concrete tilt wall construction, and/or glass curtain wall systems.

2. Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages listed above, the Director may consider alternative designs and materials to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in terms of quality, aesthetics, and durability.
3. Ground floor façade details. Ground floor facades facing the Dallas North Tollway and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the façade. The entrance or entrances on all buildings shall be defined with strong architectural features and incorporate stone accents
4. Architectural articulation. In addition to the above architectural requirements, all buildings shall incorporate horizontal and vertical articulation as described in Section 14.04.109(d), *Building Articulation Standards Required for Non-Residential Structures*.
5. Windows. Windows shall not be glazed or reglazed with mirrored or reflective glass.
6. Roof pitch. Minimum roof pitch shall be at least 4:12, except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.
7. Corporate Identities. Corporate identities that conflict with the building design criteria but meet the overall design intent of the applicable regulations may be reviewed on a case-by-case basis and approved by the Director, or within any agreement approved by the City Council.

14.02.504 CCOLO, Collin County Outer Loop Overlay District.

a. ***Purpose***. The Collin County Outer Loop Overlay District (CCOLO) is hereby created to substantially advance legitimate governmental purposes that include enhancing the quality of life in Celina, regulating the character of growth, determining the highest and best use for land adjacent to the Collin County Outer Loop, and ensuring that careful and orderly growth occurs along this major regional thoroughfare. The area adjacent to the Collin County Outer Loop is considered to be and is hereby established as an area of historical, cultural, and architectural importance and significance, as it is and will

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continue to be a significant corridor within the City, linking Celina with eastern Collin County cities and Denton County. Higher development standards in this corridor will enhance the City's image as a desirable place to invest, live, work, and shop. The CCOLO allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The CCOLO standards recognize that major regional highways act as economic development engines that can be leveraged to create and maintain a diverse non-residential tax base for the City.

b. ***Intent***. It is not the intent of the CCOLO District to replace the zoning regulations governing the use on any individual parcel or property. Instead, these regulations are intended to supplement the existing zoning district regulations on land within the overlay district, to encourage high value development with a more urban character, and to be a market-based option for property owners to consider as a base zoning district. The CCOLO is the preferred zoning district for properties along the Collin County Outer Loop.

c. ***District Boundaries***. The CCOLO District boundaries shall be measured 750 feet from the right-of-way boundary line of the service roads along the Collin County Outer Loop, as established and may be extended through Denton County. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, and to properties beyond the official boundary lines that have direct access to the Collin County Outer Loop. However, the district boundaries exclude all single-family subdivisions approved and/or platted prior to the date of the adoption of Ordinance [October 8, 2019. The official boundaries of the CCOLO shall be as delineated on the City of Celina Official Zoning Map.

d. ***Development Standards***.

   1. Character and intent. The intent of the CCOLO is to allow a wide variety of land uses that will contribute to the employment and tax base of the City. Parking lots sited at the front of buildings are discouraged. The majority of parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm, although "teaser" retail parking is allowed. Site design will be considered during civil plan review.
   2. Height of buildings. The maximum height allowed within the CCOLO is twelve (12) stories unless specifically approved by City Council, or also within the High-Rise sub-zone of the DNTO.

e. ***Architectural Standards***.

   1. Corridor significance. The area adjacent to the Collin County Outer Loop is recognized as a regionally-significant transportation corridor. This corridor is considered and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Collin County Outer Loop Overlay shall comply with Article IV, Part One, *Architectural Design Standards*.
   2. Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages, the Director may consider alternative designs and materials to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in quality, aesthetics, and durability. The City Council may approve alternate elevations through an approved development agreement or other valid Council-approved document.

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3. Corporate Identities. Corporate identities that conflict with the building design criteria but meet the overall design intent of the applicable regulations may be reviewed on a case-by-case basis and approved by the Director.

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Proposed Overlays – Redlined

14.02.502 PRO, Preston Road Overlay District

a. ***Purpose***. The Preston Road overlay (PRO) district is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in the City, regulating the character of growth along ~~the~~ Preston Road, and ensuring the careful and orderly growth of a historical trail and entryway into the City. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The Preston Road overlay district is limited to specified areas and supplements the standards of the underlying conventional zoning districts.

(b) ***Permitted & Prohibited Uses***.

(1) Permitted land uses and all development standards in the City's Zoning Ordinance, Subdivision Ordinance, building codes, and other applicable development-related codes and ordinances that apply to the base zoning district in which any property is located shall apply unless otherwise provided specifically herein. In the event of a conflict between the standards of the PRO and the regulations of the underlying zoning district (or another corridor overlay district), the more stringent requirements shall apply. Regulations of the underlying zoning district not augmented or otherwise supplemented by the PRO will continue to prevail.

(2) ~~In cases where another corridor overlay district's requirements conflict with base zoning requirements or with the requirements of this overlay district, the more stringent requirements shall apply. Unless specifically provided otherwise herein, the base zoning of a property (including permitted uses and development standards) shall not be affected by the applicable PRO district.~~

(3) The following list of uses are prohibited within the Preston Road Overlay.

i. Limited vehicle-related uses: Specifically new and used car sales, salvage yards, commercial parking lots, and towing yards.

ii. Heavy industrial uses: Specifically uses that are hazardous, environmentally severe in character, or generate high volumes of truck traffic.

iii. Low-level ~~S~~self-storage or mini storage uses.

iv. Single-family attached residential uses.

v. Single-family detached residential uses.

vi. Multi-Family uses that are primarily surface parked.

(4) Notwithstanding the prohibited uses ~~of single-family~~ listed in subsection (3) above, a planned development ~~that incorporates a significant amount of retail, office, and commercial development with vertically integrated residential development~~ may be considered by the City Council and become an approved use within the PRO. Such development should incorporate a mix of office, retail, and commercial with in a unified and cohesive development.

(c) ***District Boundaries***. The PRO's boundaries shall be measured 750 feet from the right-of-way boundary line along both sides of State Highway 289 (Preston Road). The corridor and its subsequent regulations apply to all land within the corridor and properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289. Non-conforming land uses are acknowledged to exist ~~The district boundaries excludes all single-family subdivisions platted~~ prior to the date of this ordinance amendment [3/13/18].

(d) ***Lot & Setback Standards***.

1. Landscape buffers/easements along Preston Road and between land uses shall conform to Article 14.04.208, *Roadway Landscape Easements & Buffers*.

2. Buildings, parking, and drive aisles shall be set back a minimum of forty (40) feet from Preston Road.

e. ***Architectural Standards***. The area adjacent to Preston Road is nationally recognized as a significant historical corridor where a significant number of cattle was moved from ranch to market in the 1800s. This corridor is considered to be and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Preston Road Overlay shall comply with Article IV, Part One, *Architectural Design Standards*. The regulations are not meant to hinder or restrict innovative design. If, at the discretion of the Director, an applicant proposed alternate materials that are deemed to be equal to or better than the required exterior products in terms of quality and durability of those required in this Section, the Director may allow such materials to be used.

f. ~~***Landscaping Standards***. See Article IV, Part Two, *Landscaping & Tree Preservation*.~~

g. ~~***Trash & Recycling Receptacles***. See Article IV, Part Three, *Screening Walls & Fences*.~~

h. ~~***Sidewalk Standards***. Per the *Engineering Design Standards*.~~

i. ~~***Neighborhood Vision Book***.~~

14.02.503 DNTO, Dallas North Tollway Overlay District

a. ***Purpose***. The Dallas North Tollway Overlay District (DNTO) is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in Celina, to regulate the character of growth, determine the highest and best use for valuable land situated adjacent to the future Dallas North Tollway, and to ensure the careful and orderly growth of a major regional thoroughfare that spans the City of Celina. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The DNTO provides development standards within an anticipated high traffic zone and allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The DNTO district standards recognize that major regional highways act as an economic development engine that will be utilized to leverage a diverse and sustainable non-residential tax base for the City.

b. ***Intent***. It is not the intent of the DNTO district to replace the zoning regulations governing the use on any individual parcel of property. Instead, these regulations are intended to supplement the existing zoning district regulations on individual parcels of property within the overlay district and to encourage high value development with an urban character, ~~.~~ and to be a market-based option for property owners to consider as a base zoning district. The DNTO is the preferred zoning district for properties along the Dallas North Tollway. It is contemplated that market conditions may ripen over time so that the true market demand for the DNTO entitlement may expand beyond the District Boundaries described below. If so, those properties may apply for DNTO base zoning to accommodate such possible market demand.

c. ***District Boundaries***.

1. Suburban Subzone. The ~~Linear measurement. The DNTO's~~ boundar~~y~~ies shall be measured 1,000 feet from the right-of-way boundary line of the service roads along the Dallas North Tollway (also known as "Dallas Parkway") that are

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not otherwise designated as ~~a h~~High-~~r~~Rise ~~or mid-rise~~ subzone. ~~These areas shall be designated as "suburban subzones."~~

~~2. Urban~~High-Rise Subzone ~~Northern node~~. From ~~the intersection box of the Dallas North Tollway and G.A. Moore Parkway (FM 455), a circle shall be drawn with a 2,500 foot radius in all directions within the city limits. This shall be designated as the "northern mid-rise subzone."~~

~~3.~~2. ~~Southern node (high-rise subzone). From~~ the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), a ~~1~~2,500 foot width shall be drawn from the Dallas North Tollway right-of-way boundary line outward ~~within the city limits~~. ~~This shall be designated as the "high-rise subzone."~~

~~4. Southern node (mid-rise subzone). From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), beyond the high-rise subzone described above, a 2,500 foot width shall be drawn from the Dallas North Tollway right-of-way line outward within the city limits (or an additional 1,000 feet beyond the high-rise subzone). However, this subzone will follow the rights-of-way of future Huddleston Parkway as the western boundary and the Light Farms Way extension as the eastern boundary. This shall be designated as the "southern mid-rise subzone."~~

5. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, ~~and~~to properties beyond the official boundary lines with ingress and egress (access/connectivity) to the Dallas North Tollway, and to the nearest thoroughfare as shown on the Master Thoroughfare Plan.

6. If a property is bisected by a Subzone, the property outside the Subzone may take entitlements from the more intense Subzone. Additionally, Subzones may be increased an additional 20% to accommodate a project, so long as the project is increasing in intensity and not decreasing.

7. However, the district boundaries exclude all single family subdivisions platted prior to the date of the adoption of Ordinance 2018-63 (11-13-18) establishing the DNT Overlay. The official boundaries of the DNT overlay district and its ~~three~~ two subzones shall be as delineated on the City of Celina Official Zoning Map.

d. ***Permitted Uses***. The following uses are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD). Other uses may be allowed, as allowed within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1A, below, the uses allowed by ~~the chart below prevail~~Table 1A prevail. It is imperative that land uses and building types are not confused when reading the chart.

ARTICLE II, PART FIVE, TABLE 1A
Schedule of Permitted Uses for Dallas North Tollway Overlay District

Land Use	*High-Rise Subzone*	*~~Mid-Rise Subzones~~*	*Suburban Subzone~~s~~*
~~Alcohol Sales, Primary~~ Bar	S	~~S~~	S
Alcoholic Beverage Sales~~-~~	P	~~P~~	P

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~~Amusement Venue~~	~~P~~	~~P~~	~~P~~
Auto Repair, Minor		-	S
Auto Sales, New ~~Accessories Only~~		~~S~~	~~P~~S
Auto Wash, ~~Secondary Use~~ Full Service		-	S
Bank, Savings & Loan, or Credit Union	P	~~P~~	P
~~Batch Plant, Temporary~~	~~C~~	~~C~~	~~C~~
Assembly Uses, Other ~~Church/Place of Worship~~	S	~~S~~P	~~P~~S
Commercial Amusement, all types	P	~~S~~P	~~S~~P
~~Dwelling, Senior Living, all types~~		~~S~~	~~S~~
Entertainment Venues	P	~~P~~	P
~~Funeral Home/Mortuary~~		~~S~~	~~S~~
Gas Pumps/Fuel Sales	S	-	S
Greenhouse or Nursery, Retail		~~S~~	P
Hospital	P	~~P~~	P
Hotels, Full Service	P	~~P~~	P
~~Laundry/Dry Cleaning, Pickup Station~~		~~S~~	~~P~~
Manufacturing and Industrial Uses, Light		-	S
~~Median Studio (without tower)~~		~~P~~	~~P~~
~~MF-1, Multi-Family Garden Style~~		~~S~~	~~S~~
MF-2, Multi-Family Urban Edge		~~P~~S	~~P~~S
MF-3, Multi-Family Urban Living[4]	C[5]	~~P~~	C[5]
Mini Warehouse & Self-Storage		-	S
Municipal Uses Operated by the City of Celina	P	~~P~~	P
Office, all types	P	~~P~~	P
Parking Structure	P	~~P~~	P
Restaurant, Dine-In	P	~~P~~	P
Restaurant, Drive-In or Drive-Thru		~~S~~	P
~~Restaurant, Pick-Up or Delivery Only~~		~~P~~	~~P~~
~~Seasonal Sales~~		~~S~~	~~S~~
Store, Big Box[1]	S	~~P~~	P
Store, General Retail[2]	P	~~P~~	P
~~Store, Grocery~~	~~S~~	~~P~~	~~P~~
~~Store, Shopping Centers[2]~~	~~S~~	~~P~~	~~P~~
~~Stores, Regional Mall[3]~~	~~P~~ S	~~P~~	~~P~~
~~Theater, Indoor~~	~~S~~	~~P~~	~~P~~

1. A "Big Box" is defined herein as a major department store, regional mall, a full-service grocery store, theater, or similarly sized business.

~~2. "Shopping Centers" are defined as generally one to two story and linear in form, with parking at the front and associated pad sites nearer the roadway.~~ Retail is referenced here as the land use, not any particular building type or form.

~~3. "Regional Malls" are defined as a one or more story building containing shops either with an air-conditioned court/walkways (examples are Stonebriar Mall or The Galleria Mall) or with outdoor walkable areas (such as Fire Wheel Center or Fairview Town Center).~~

4. Residential towers, including condo towers, are included in MF-3 in the DNTO.

~~4.~~5. MF-3 is not allowed within 750' of the DNT frontage roads, but is allowed by right elsewhere in the district. The City Council may approve MF-3 within 750' of the DNT frontage roads if it is included as a component of a mixed-use destination center, an integral element of an economic development project, or through the Specific Use Permit (SUP) process.

e. ***Prohibited Uses***. The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning

designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1B, below, the uses prohibited by ~~the chart~~ Table 1B below prevail.

ARTICLE II, PART FIVE, TABLE 1B Prohibited Uses for Dallas North Tollway Overlay District
Land Uses
Alternative Financial Services
Alternative Retail Services
Auto Repair, Major
Auto Sales, ~~New &~~ Used
Auto Wash, ~~Full Service &~~ Self-Service
Batch Plant, Permanent
Cemetery or Mausoleum
Dwelling, Group Home, all types
Dwelling, Manufactured Home Subdivision
Dwelling, Single-Family Attached & Detached
Dwelling, ~~Single-Family Detached~~Multi-Family (MF-0, MF-1)
~~Dwelling, Two-Family~~
Landfill
Manufacturing & Industrial Uses, Heavy or High Risk
~~Manufacturing & Industrial Uses, High Risk~~
Salvage Yard, Junk Yard, or Wrecking Yard
Sexually Oriented Business
Store, Pawn Shop
Store, Tire Dealer
Vending Kiosk, all types
~~Wastewater Treatment Plant~~
~~Water Treatment Plant~~

f. ~~***Conflicts***~~.

1. ~~The Director shall have the authority to approve minor modifications to development plans. Any major modification must be approved by the City Council.~~

2. ~~Notwithstanding the prohibition of single family uses within the DNTO, a Planned Development that incorporates the majority of the overall tract in retail, office, and commercial development with vertically integrated residential development along with a minor component of detached single family uses, may be considered by the City Council and become an approved Planned Development use within the DNTO Suburban Subzone.~~

f. ***Development Standards***.

1. Character and intent:

i. *High-rise subzone:* The intent of the high-rise subzone is to create an urban character within the subzone, with minimal front yard setbacks that are primarily comprised of walkable sidewalks or plazas, especially on interior streets with more narrow travel lanes and on-street parking. Parking lots at the front of buildings is discouraged; although a drop-off zone with a

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porte cochere may be allowed. Parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm. ~~-~~The High-Rise subzone is contemplated to be Celina's highest value and most form-dense area. ~~Designs and site plans will be considered during the zoning process and approved as a function of the Concept Plan submitted with the zoning application~~.

ii. ~~*Mid-rise subzone:* The intent of the mid-rise subzone is to act as a transition from the more urban character of the high-rise subzone and the more typical suburban development found throughout north Texas. The mid-rise zone allows limited parking in front of the building with the majority of parking being located at the side or rear of the building. Site design should consider the pedestrian connections to both the high-rise subzone and the suburban subzones in addition to providing vehicle access.~~

iii. *Suburban subzone:* The intent of the suburban subzone is to allow most commercial, office, and light industrial uses that are typically found along major arterials and to allow greater latitude with design of individual sites than in the high-rise ~~or mid-rise~~ subzone~~s~~. ~~The suburban subzone prohibits single-family residential development, but may be located adjacent to such developments.~~

2. Height of non-residential buildings*:*

ARTICLE II, PART FIVE, TABLE 2 Building Height in Dallas North Tollway Overlay District		
Subzone:	*Maximum height*	*Minimum height*
High-Rise subzone	No maximum	4 stories[1]
~~Mid-Rise subzone~~	~~10 stories~~	~~3 stories~~
Suburban subzone	6 stories	1 story

1. ~~——~~The Director may approve buildings less than 4 stories in height if the building is included as a component of larger, mixed-use, corporate, or office tower project.

g. ***Building Facade Standards***. Requirements are applicable to all structures. ~~Color elevations as part of a facade concept plan of the entire proposed project shall be submitted with any zoning request, whether the zoning requested is straight zoning or a planned development~~.

1. Minimum exterior material standards. Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials include brick, stone, synthetic stone, slate, flagstone, granite, limestone, glass, and marble. Three-step stucco may be used as a masonry product on all floors excluding one through three, unless used as an accent material on those floors and not to exceed twenty-five percent (25%).

i. Floors one through three (1-3) shall be finished with a minimum of seventy ~~five~~ percent (7~~5~~0%) masonry, as listed above;

ii. Floors four through six (4-6) shall be finished with a minimum of twenty-five percent (25%) percent masonry, as listed above;

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iii. Masonry materials are not required but may be used on floors seven and above (7+).

iv. ~~Tilt wall construction is permitted for manufacturing and industrial uses.~~

v. Synthetic stucco, such as exterior finish and insulation system (EIFS), may be utilized as an architectural accent material (not for general exterior elevation areas), not to exceed ten percent (10%) of the exterior surface of any building facade.

vi. Decorative ~~M~~metal, cementitious fiber board, or engineered wood exterior construction is allowed as an accent material to enhance the overall architectural design, not to exceed ~~ten~~twenty percent (~~1~~20%) of the exterior surface of any building facade.

vii. No single building material shall cover more than eighty-five percent (85%) of any facade.

viii. The balance of any exterior finishing materials shall be masonry, three-step stucco, ~~EIFS,~~ architectural split-face concrete masonry units (split-face CMU), concrete tilt wall construction, ~~architectural metal panels (not including corrugated metal), treated engineered wood,~~ and/or glass curtain wall systems.

2. Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages listed above, the Director may consider ~~reducing or waiving the masonry requirement~~alternative designs and materials to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in terms of quality, aesthetics, and durability.

3. Ground floor façade details. Ground floor facades facing the Dallas North Tollway and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the façade. The entrance or entrances on all buildings shall be defined with strong architectural features and incorporate stone accents~~.~~

4. Architectural articulation. In addition to the above architectural requirements, all buildings shall incorporate horizontal and vertical articulation as described in Section 14.04.109(d), *Building Articulation Standards Required for Non-Residential Structures*.

5. Windows. Windows shall not be glazed or reglazed with mirrored or reflective glass.

6. Roof pitch. Minimum roof pitch shall be at least 4:12, except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.

7. Corporate Identities. Corporate identities that conflict with the building design criteria, but meet the overall design intent of the applicable regulations may be reviewed on a case-by-case basis and approved by the Director, or within any agreement approved by the City Council.

~~(i) ***Sidewalk & Parking Location Standards*.**~~

~~(1) Location. The required sidewalk in the DNTO district may be located within the front yard building and parking setbacks as well as the right-of-way parkway area from the back of curb to the property line.~~

(2) Easement required. A public use or pedestrian access easement shall be provided for the required sidewalk when placed outside of street right-of-way and on private property.

(3) Construction and location of sidewalks & parking. Sidewalks in the DNTO must adhere to the following standards:

i. High-rise Subzone – Minimum ten (10) foot wide sidewalks adjacent to buildings facing or siding streets, with buildings built to the sidewalk edge. Parking shall be structured with limited surface parking at the sides of buildings that do not face a street or at the rear of the building.

ii. Mid-rise Subzone – Minimum ten (10) foot wide sidewalks adjacent to buildings, with buildings either built to the sidewalk edge or separated from the sidewalk by a minimum six (6) foot wide landscaped buffer. One parking row and/or an access drive may also be placed between the sidewalk and the façade of a building that faces a street, provided that the landscape buffer is provided to screen the parking row. Additional parking shall be structured or provided as surface parking at the sides of buildings that do not face a street or at the rear of the building.

iii. Suburban Subzone – Minimum six (6) feet wide (unless adjacent to a four-lane or six-lane roadway), with buildings set back from the sidewalk by a landscape buffer of at least six (6) feet in width. Parking rows and/or an access drive may also be placed between the sidewalk and the façade of a building that faces a street or at the rear of the building.

iv. Sidewalks must be a minimum width of ten (10) feet wide adjacent to any four-lane or six-lane roadway. All other roadway adjacencies may allow a six (6) foot wide sidewalk.

v. In all subzones, regardless of width of sidewalk, a minimum of six (6) feet of clear walkable space shall be provided, free of street furniture, other seating, trees within tree wells, shrubbery, or landscaped containers.

vi. Sidewalk approaches to street and driveway intersections shall be straight and parallel to the adjacent street for a minimum of ten (10) feet, constructed with appropriate handicapped access ramps.

vii. Detailed construction plans shall be submitted to the Director or his designee for approval prior to construction of the sidewalk.

viii. Deviations from these criteria may be approved by the Director for good cause such as cases of unusual or unique topography or to preserve desirable natural features.

ix. A minimum six (6) foot wide, paved pedestrian sidewalk shall connect the perimeter sidewalk to the building entry, if the building is set back from the perimeter sidewalk. This connecting sidewalk shall be handicapped accessible.

x. Notwithstanding the above regulations, all sidewalks shall conform to the requirements of the Subdivision Ordinance and the *Engineering Design Standards* of the City of Celina, as they exist or may be amended.

(j) ***Trash & Recycling Receptacles***. See Article IV, PART THREE, *Screening Walls & Fences*.

14.02.504 CCOLO, Collin County Outer Loop Overlay District.

a. ***Purpose***. The Collin County Outer Loop Overlay District (CCOLO) is hereby created to substantially advance legitimate governmental purposes that include enhancing the quality of life in Celina, regulating the character of growth, determining the highest and

best use for land adjacent to the Collin County Outer Loop, and ensuring that careful and orderly growth occurs along this major regional thoroughfare. The area adjacent to the Collin County Outer Loop is considered to be and is hereby established as an area of historical, cultural, and architectural importance and significance, as it is and will continue to be a significant corridor within the City, linking Celina with eastern Collin County cities and Denton County. Higher development standards in this corridor will enhance the City's image as a desirable place to invest, live, work, and shop. The CCOLO allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The CCOLO standards recognize that major regional highways act as economic development engines that can be leveraged to create and maintain a diverse non-residential tax base for the City.

b. ***Intent***. It is not the intent of the CCOLO District to replace the zoning regulations governing the use on any individual parcel or property. Instead, these regulations are intended to supplement the existing zoning district regulations on land within the overlay district, ~~and~~ to encourage high value development with a more urban character, and to be a market-based option for property owners to consider as a base zoning district. The CCOLO is the preferred zoning district for properties along the Collin County Outer Loop~~.~~

c. ***District Boundaries***. The CCOLO District boundaries shall be measured 750 feet from the right-of-way boundary line of the service roads along the Collin County Outer Loop, as established and may be extended through Denton County ~~by Collin County~~. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, and to properties beyond the official boundary lines that have direct access to the Collin County Outer Loop. However, the district boundaries exclude all single-family subdivisions approved and/or platted prior to the date of the adoption of Ordinance [October 8, 2019. The official boundaries of the CCOLO shall be as delineated on the City of Celina Official Zoning Map.

d. ~~***Permitted Uses***. See the Schedule of Use Chart to determine the land uses that are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD).~~

e. ~~***Prohibited Uses***. The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning designation of a Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 3, below, the uses prohibited by the table below prevail.~~

~~**ARTICLE II, PART FIVE, TABLE 3**~~ ~~**Prohibited Uses for Collin County Outer Loop Overlay District**~~
~~*Land Uses*~~
~~Alternative Financial Services~~
~~Alternative Retail Services~~
~~Auto Repair, Major~~
~~Auto Sales, all types~~
~~Auto Wash, Full Service and Self-Service types~~
~~Batch Plants (permanent)~~

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~~Cemetery and/or mausoleum~~
~~Dwelling, Group Home, all types~~
~~Dwelling, Manufactured Home~~
~~Dwelling, Single-Family Attached~~
~~Dwelling, Single-Family Detached~~
~~Family Home (Adult or Child Care)~~
~~Funeral Home/Crematorium~~
~~Landfill~~
~~Manufacturing or Industrial Uses, Heavy~~
~~Manufacturing or Industrial Uses, High Risk~~
~~MF-1 Garden Style Multi-Family~~
~~Salvage Yard, Junk Yard, or Wrecking Yard~~
~~Sexually Oriented Business~~
~~Store, Pawn Shop~~
~~Store, Tire Dealer~~
~~Vending Kiosk, Commercial~~
~~Wastewater Treatment Plant~~
~~Water Treatment Plant~~

f. ***~~Conflict Resolution~~***. ~~The Director of Development Services shall have the authority to approve minor modifications to development plans. Any major modification must be approved by the City Council.~~

d. ***Development Standards***.

1. Character and intent. The intent of the CCOLO is to allow a wide variety of land uses that will contribute to the employment and tax base of the City. Parking lots sited at the front of buildings ~~is~~ are discouraged~~; although a drop-off zone with a porte-cochere may be allowed~~. The majority of ~~P~~parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm, although "teaser" retail parking is allowed. Site design will be considered during ~~the zoning process or as part of the~~ civil plan~~s~~ review.

2. Height of ~~non-residential~~ buildings. The maximum height allowed within the CCOLO is twelve (12) stories unless specifically approved by City Council, or also within the High-Rise sub-zone of the DNTO.

i. ***Architectural Standards***.

1. Corridor significance. The area adjacent to the Collin County Outer Loop is recognized as a regionally-significant transportation corridor~~ linking the cities of McKinney, Anna, and Melissa in Collin County with Aubrey, Pilot Point, and Denton in Denton County~~. This corridor is considered ~~to be~~ and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Collin County Outer Loop Overlay shall comply with Article IV, Part One, *Architectural Design Standards*.

2. Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages ~~listed above~~, the Director~~City Council~~ may consider ~~reducing or waiving the masonry requirement~~alternative designs and materials to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in quality, aesthetics, and durability. The City Council may

approve alternate elevations through an approved development agreement or other valid Council-approved document.

3. Corporate Identities. Corporate identities that conflict with the building design criteria, but meet the overall design intent of the applicable regulations may be reviewed on a case-by-case basis and approved by the Director.

j. ~~***Landscaping Standards***. In addition to the requirements in the Subdivision and Zoning Ordinances, the following standards apply:~~

1. ~~When a build-to line is used. Most mixed-use, retail, and office buildings within the Collin County Outer Loop will be built adjacent to the sidewalk and not provide a separate landscape buffer at the front façade of the building. In these cases, the following regulations apply:~~

i. ~~Trees located within sidewalks. When buildings are built to the sidewalk without a landscape buffer at the front façade, street trees shall be required to produce shaded areas along the sidewalk. One large canopy tree, appropriate for urban conditions, shall be planted in tree-wells for each thirty (30) linear feet of street frontage.~~

ii. ~~Street furniture. Outdoor seating is encouraged. All restaurants that face the street shall provide outdoor seating.~~

2. ~~When a build-to line is not used. Typical development allows for a wide landscaped buffer between a major roadway and the building facades/entrances. When the site is designed in this manner, the following regulations apply:~~

i. ~~Landscape buffers/easements. Landscape buffers/easements shall adhere to the requirements of the Landscape Ordinance, Section 14.04.20, *Roadway Landscape Easements & Buffers*.~~

ii. ~~Landscaping adjacent to a single-family use or zoning district. When a nonresidential development is established on a tract of land that is adjacent to a single-family development or to property zoned for single-family use, there shall be a fifty (50) foot wide landscaped buffer along the property line that is adjacent to such use or district. The landscaped buffer shall remain open and unobstructed (i.e., no parking, detention areas, driveways, or other active use of the buffer area), and shall be planted with ground cover. Large canopy trees (evergreen) shall be required in this landscaped buffer at a rate of one tree for every thirty (30) linear feet of residential adjacency.~~

3. ~~Parking lots.~~

i. ~~Divided entrance drives. Parking lots containing more than 200 parking spaces shall construct a divided driveway with medians for landscaping at the main entrance.~~

ii. ~~Earthen berms. Landscaped earthen berms in height of three (3) feet are encouraged as parking lot screening, along with shrubs or tall native grasses planted along the peak of the berm.~~

k. ~~***Trash & Recycling Receptacles***. See Article IV, PART THREE, *Screening Walls & Fences*.~~

14.02.502 PRO, Preston Road Overlay District

(a) ***Purpose***. The Preston Road overlay (PRO) district is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in the City, regulating the character of growth along Preston Road, and ensuring the careful and orderly growth of a historical trail and entryway into the City. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The Preston Road overlay district is limited to specified areas and supplements the standards of the underlying conventional zoning districts.

(b) ***Permitted & Prohibited Uses***.

(1) Permitted land uses and all development standards in the City's Zoning Ordinance, Subdivision Ordinance, building codes, and other applicable development-related codes and ordinances that apply to the base zoning district in which any property is located shall apply unless otherwise provided specifically herein. In the event of a conflict between the standards of the PRO and the regulations of the underlying zoning district (or another corridor overlay district), the more stringent requirements shall apply. Regulations of the underlying zoning district not augmented or otherwise supplemented by the PRO will continue to prevail.

(2) The following list of uses are prohibited within the Preston Road Overlay.

i. Limited vehicle-related uses: Specifically new and used car sales, salvage yards, commercial parking lots, and towing yards.

ii. Heavy industrial uses: Specifically uses that are hazardous, environmentally severe in character, or generate high volumes of truck traffic.

iii. Low-level self-storage or mini storage uses.

iv. Single-family attached residential uses.

v. Single-family detached residential uses.

vi. Multi-Family uses that are primarily surface parked.

(3) Notwithstanding the prohibited uses listed in subsection (3) above, a planned development may be considered by the City Council and become an approved use within the PRO. Such development should incorporate a mix of office, retail, and commercial with in a unified and cohesive development.

(c) ***District Boundaries***. The PRO's boundaries shall be measured 750 feet from the right-of-way boundary line along both sides of State Highway 289 (Preston Road). The corridor and its subsequent regulations apply to all land within the corridor and properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289. Non-conforming land uses are acknowledged to exist prior to the date of this ordinance amendment [11/8/22].

(d) ***Lot & Setback Standards***.

1. Landscape buffers/easements along Preston Road and between land uses shall conform to Article 14.04.208, *Roadway Landscape Easements & Buffers*.
2. Buildings, parking, and drive aisles shall be set back a minimum of forty (40) feet from Preston Road.

(e) ***Architectural Standards***. The area adjacent to Preston Road is nationally recognized as a significant historical corridor where a significant number of cattle was moved from ranch to market in the 1800s. This corridor is considered to be and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Preston Road Overlay shall comply with Article IV, Part One, *Architectural Design Standards*. The regulations are not meant to hinder or

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restrict innovative design. If, at the discretion of the Director, an applicant proposed alternate materials that are deemed to be equal to or better than the required exterior products in terms of quality and durability of those required in this Section, the Director may allow such materials to be used.

14.02.503 DNTO, Dallas North Tollway Overlay District

a. ***Purpose***. The Dallas North Tollway Overlay District (DNTO) is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in Celina, to regulate the character of growth, determine the highest and best use for valuable land situated adjacent to the future Dallas North Tollway, and to ensure the careful and orderly growth of a major regional thoroughfare that spans the City of Celina. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The DNTO provides development standards within an anticipated high traffic zone and allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The DNTO district standards recognize that major regional highways act as an economic development engine that will be utilized to leverage a diverse and sustainable non-residential tax base for the City.

b. ***Intent***. It is not the intent of the DNTO district to replace the zoning regulations governing the use on any individual parcel of property. Instead, these regulations are intended to supplement the existing zoning district regulations on individual parcels of property within the overlay district and to encourage high value development with an urban character, and to be a market-based option for property owners to consider as a base zoning district. The DNTO is the preferred zoning district for properties along the Dallas North Tollway. It is contemplated that market conditions may ripen over time so that the true market demand for the DNTO entitlement may expand beyond the District Boundaries described below. If so, those properties may apply for DNTO base zoning to accommodate such possible market demand.

c. ***District Boundaries***.

1. Suburban Subzone. The boundary shall be measured 1,000 feet from the right-of-way boundary line of the service roads along the Dallas North Tollway (also known as "Dallas Parkway") that are not otherwise designated as High-Rise subzone.
2. High-Rise Subzone. From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), a 2,500 foot width shall be drawn from the Dallas North Tollway right-of-way boundary line outward.
3. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, to properties beyond the official boundary lines with ingress and egress (access/connectivity) to the Dallas North Tollway, and to the nearest thoroughfare as shown on the Master Thoroughfare Plan.
4. If a property is bisected by a Subzone, the property outside the Subzone may take entitlements from the more intense Subzone. Additionally, Subzones may be increased an additional 20% to accommodate a project, so long as the project is increasing in intensity and not decreasing.

5. However, the district boundaries exclude all single family subdivisions platted prior to the date of the adoption of Ordinance 2018-63 (11-13-18) establishing the DNT Overlay. The official boundaries of the DNT overlay district and its two subzones shall be as delineated on the City of Celina Official Zoning Map.

d. ***Permitted Uses***. The following uses are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD). Other uses may be allowed, as allowed within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1A, below, the uses allowed by Table 1A prevail. It is imperative that land uses and building types are not confused when reading the chart.

ARTICLE II, PART FIVE, TABLE 1A
Schedule of Permitted Uses for Dallas North Tollway Overlay District

Land Use	*High-Rise Subzone*	*Suburban Subzone*
Bar	S	S
Alcoholic Beverage Sales-	P	P
Auto Repair, Minor		S
Auto Sales, New		S
Auto Wash, Full Service		S
Bank, Savings & Loan, or Credit Union	P	P
Assembly Uses, Other	S	S
Commercial Amusement, all types	P	P
Entertainment Venues	P	P
Gas Pumps/Fuel Sales	S	S
Greenhouse or Nursery, Retail		P
Hospital	P	P
Hotels, Full Service	P	P
Manufacturing and Industrial Uses, Light		S
MF-2, Multi-Family Urban Edge		S
MF-3, Multi-Family Urban Living[3]	C[4]	C[4]
Mini Warehouse & Self-Storage		S
Municipal Uses Operated by the City of Celina	P	P
Office, all types	P	P
Parking Structure	P	P
Restaurant, Dine-In	P	P
Restaurant, Drive-In or Drive-Thru		P
Store, Big Box[1]	S	P
Store, General Retail[2]	P	P

1. A "Big Box" is defined herein as a major department store, regional mall, a full-service grocery store, theater, or similarly sized business.
2. Retail is referenced here as the land use, not any particular building type or form.
3. Residential towers, including condo towers, are included in MF-3 in the DNTO.
4. MF-3 is not allowed within 750' of the DNT frontage roads, but is allowed by right elsewhere in the district. The City Council may approve MF-3 within 750' of the DNT frontage roads if it is included as a component of a mixed-use destination center, an integral element of an economic development project, or through the Specific Use Permit (SUP) process.

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e. ***Prohibited Uses***. The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1B, below, the uses prohibited by Table 1B below prevail.

ARTICLE II, PART FIVE, TABLE 1B Prohibited Uses for Dallas North Tollway Overlay District
Land Uses
Alternative Financial Services
Alternative Retail Services
Auto Repair, Major
Auto Sales, Used
Auto Wash, Self-Service
Batch Plant, Permanent
Cemetery or Mausoleum
Dwelling, Group Home, all types
Dwelling, Manufactured Home Subdivision
Dwelling, Single-Family Attached & Detached
Dwelling, Multi-Family (MF-0, MF-1)
Landfill
Manufacturing & Industrial Uses, Heavy or High Risk
Salvage Yard, Junk Yard, or Wrecking Yard
Sexually Oriented Business
Store, Pawn Shop
Store, Tire Dealer
Vending Kiosk, all types

f. ***Development Standards***.

1. Character and intent:

   i. *High-rise subzone:* The intent of the high-rise subzone is to create an urban character within the subzone, with minimal front yard setbacks that are primarily comprised of walkable sidewalks or plazas, especially on interior streets with more narrow travel lanes and on-street parking. Parking lots at the front of buildings is discouraged, although a drop-off zone with a porte cochère may be allowed. Parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm. The High-Rise subzone is contemplated to be Celina's highest value and most form-dense area.

   ii. *Suburban subzone:* The intent of the suburban subzone is to allow most commercial, office, and light industrial uses that are typically found along major arterials and to allow greater latitude with design of individual sites than in the high-rise subzone.

2. Height of non-residential buildings:

ARTICLE II, PART FIVE, TABLE 2 Building Height in Dallas North Tollway Overlay District

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Subzone:	*Maximum height*	*Minimum height*
High-Rise subzone	No maximum	4 stories[1]
Suburban subzone	6 stories	1 story

1. The Director may approve buildings less than 4 stories in height if the building is included as a component of larger, mixed-use, corporate, or office tower project.

g. ***Building Facade Standards***. Requirements are applicable to all structures.

1. Minimum exterior material standards. Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials include brick, stone, synthetic stone, slate, flagstone, granite, limestone, glass, and marble. Three-step stucco may be used as a masonry product on all floors excluding one through three, unless used as an accent material on those floors and not to exceed twenty-five percent (25%).
   i. Floors one through three (1-3) shall be finished with a minimum of seventy percent (70%) masonry, as listed above;
   ii. Floors four through six (4-6) shall be finished with a minimum of twenty-five percent (25%) percent masonry, as listed above;
   iii. Masonry materials are not required but may be used on floors seven and above (7+).
   iv. Synthetic stucco, such as exterior finish and insulation system (EIFS), may be utilized as an architectural accent material (not for general exterior elevation areas), not to exceed ten percent (10%) of the exterior surface of any building facade.
   v. Decorative metal, cementitious fiber board, or engineered wood exterior construction is allowed as an accent material to enhance the overall architectural design, not to exceed twenty percent (20%) of the exterior surface of any building facade.
   vi. No single building material shall cover more than eighty-five percent (85%) of any facade.
   vii. The balance of any exterior finishing materials shall be masonry, three-step stucco, architectural split-face concrete masonry units (split-face CMU), concrete tilt wall construction, and/or glass curtain wall systems.
2. Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages listed above, the Director may consider alternative designs and materials to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in terms of quality, aesthetics, and durability.
3. Ground floor façade details. Ground floor facades facing the Dallas North Tollway and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the façade. The entrance or entrances on all buildings shall be defined with strong architectural features and incorporate stone accents

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4. Architectural articulation. In addition to the above architectural requirements, all buildings shall incorporate horizontal and vertical articulation as described in Section 14.04.109(d), *Building Articulation Standards Required for Non-Residential Structures*.
5. Windows. Windows shall not be glazed or reglazed with mirrored or reflective glass.
6. Roof pitch. Minimum roof pitch shall be at least 4:12, except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.
7. Corporate Identities. Corporate identities that conflict with the building design criteria but meet the overall design intent of the applicable regulations may be reviewed on a case-by-case basis and approved by the Director, or within any agreement approved by the City Council.

14.02.504 CCOLO, Collin County Outer Loop Overlay District.

a. ***Purpose***. The Collin County Outer Loop Overlay District (CCOLO) is hereby created to substantially advance legitimate governmental purposes that include enhancing the quality of life in Celina, regulating the character of growth, determining the highest and best use for land adjacent to the Collin County Outer Loop, and ensuring that careful and orderly growth occurs along this major regional thoroughfare. The area adjacent to the Collin County Outer Loop is considered to be and is hereby established as an area of historical, cultural, and architectural importance and significance, as it is and will continue to be a significant corridor within the City, linking Celina with eastern Collin County cities and Denton County. Higher development standards in this corridor will enhance the City's image as a desirable place to invest, live, work, and shop. The CCOLO allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The CCOLO standards recognize that major regional highways act as economic development engines that can be leveraged to create and maintain a diverse non-residential tax base for the City.

b. ***Intent***. It is not the intent of the CCOLO District to replace the zoning regulations governing the use on any individual parcel or property. Instead, these regulations are intended to supplement the existing zoning district regulations on land within the overlay district, to encourage high value development with a more urban character, and to be a market-based option for property owners to consider as a base zoning district. The CCOLO is the preferred zoning district for properties along the Collin County Outer Loop.

c. ***District Boundaries***. The CCOLO District boundaries shall be measured 750 feet from the right-of-way boundary line of the service roads along the Collin County Outer Loop, as established and may be extended through Denton County. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, and to properties beyond the official boundary lines that have direct access to the Collin County Outer Loop. However, the district boundaries exclude all single-family subdivisions approved and/or platted prior to the date of the adoption of Ordinance [October 8, 2019. The official boundaries of the CCOLO shall be as delineated on the City of Celina Official Zoning Map.

d. ***Development Standards***.

Attachment: Proposed Revisions - Clean (Overlay Districts – Text Amendment)

1. Character and intent. The intent of the CCOLO is to allow a wide variety of land uses that will contribute to the employment and tax base of the City. Parking lots sited at the front of buildings are discouraged. The majority of parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm, although "teaser" retail parking is allowed. Site design will be considered during civil plan review.
2. Height of buildings. The maximum height allowed within the CCOLO is twelve (12) stories unless specifically approved by City Council, or also within the High-Rise sub-zone of the DNTO.

e. ***Architectural Standards***.

1. Corridor significance. The area adjacent to the Collin County Outer Loop is recognized as a regionally-significant transportation corridor. This corridor is considered and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Collin County Outer Loop Overlay shall comply with Article IV, Part One, *Architectural Design Standards*.
2. Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages, the Director may consider alternative designs and materials to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in quality, aesthetics, and durability. The City Council may approve alternate elevations through an approved development agreement or other valid Council-approved document.
3. Corporate Identities. Corporate identities that conflict with the building design criteria but meet the overall design intent of the applicable regulations may be reviewed on a case-by-case basis and approved by the Director.

Attachment: Proposed Revisions - Clean (Overlay Districts – Text Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	3G10 Investments - C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 3 acres, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ). (3G10 Investments - C-3 Expedited Annexation) (McAfee)

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation of approximately 3 acres, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

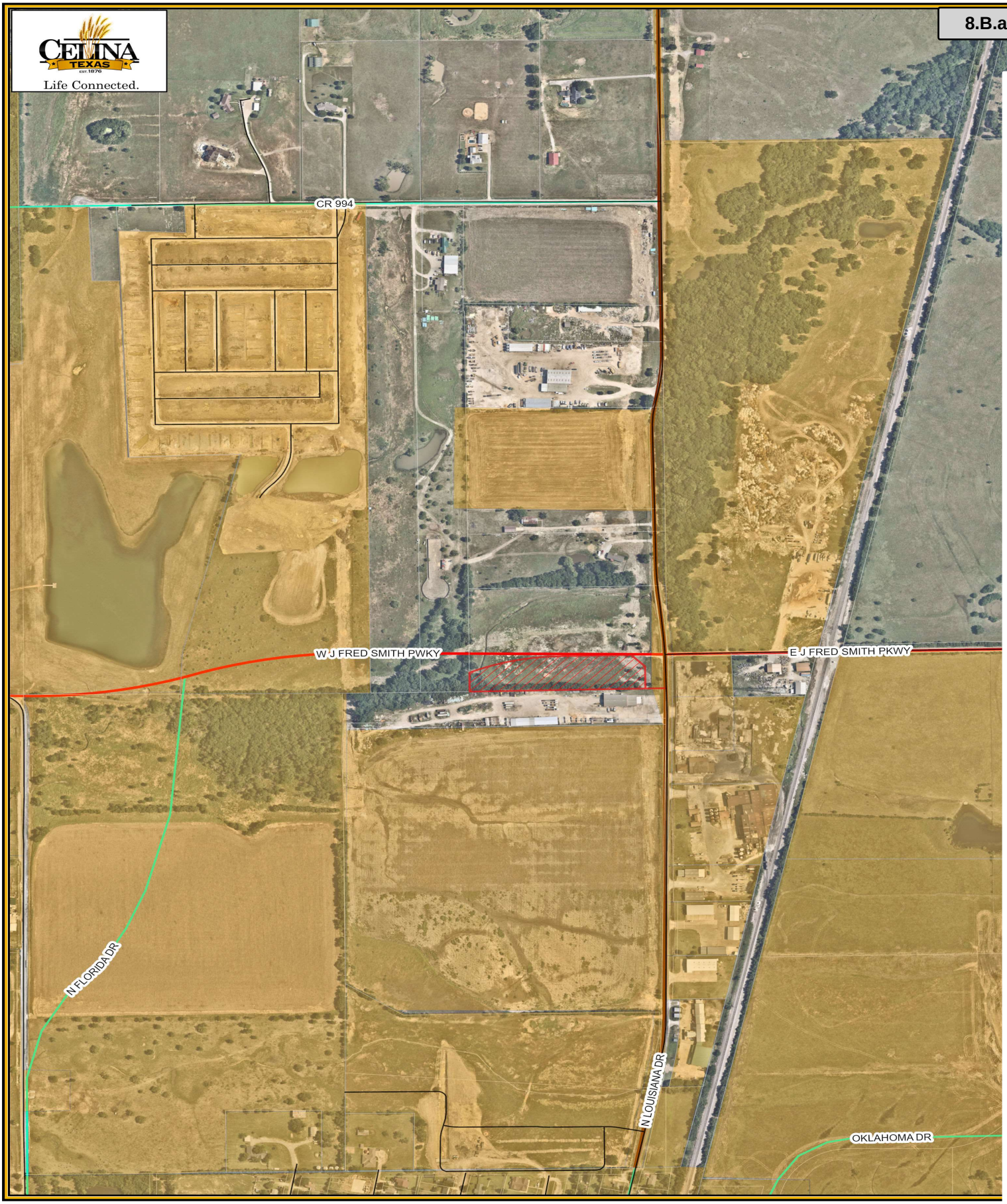
Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.

CELINA TEXAS est. 1876
Life Connected.



Attachment: Location Map (3G10 Investments - C-3 Expedited Annexation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

3G10 Investments
Location Map
City of Celina

9/27/2022

N
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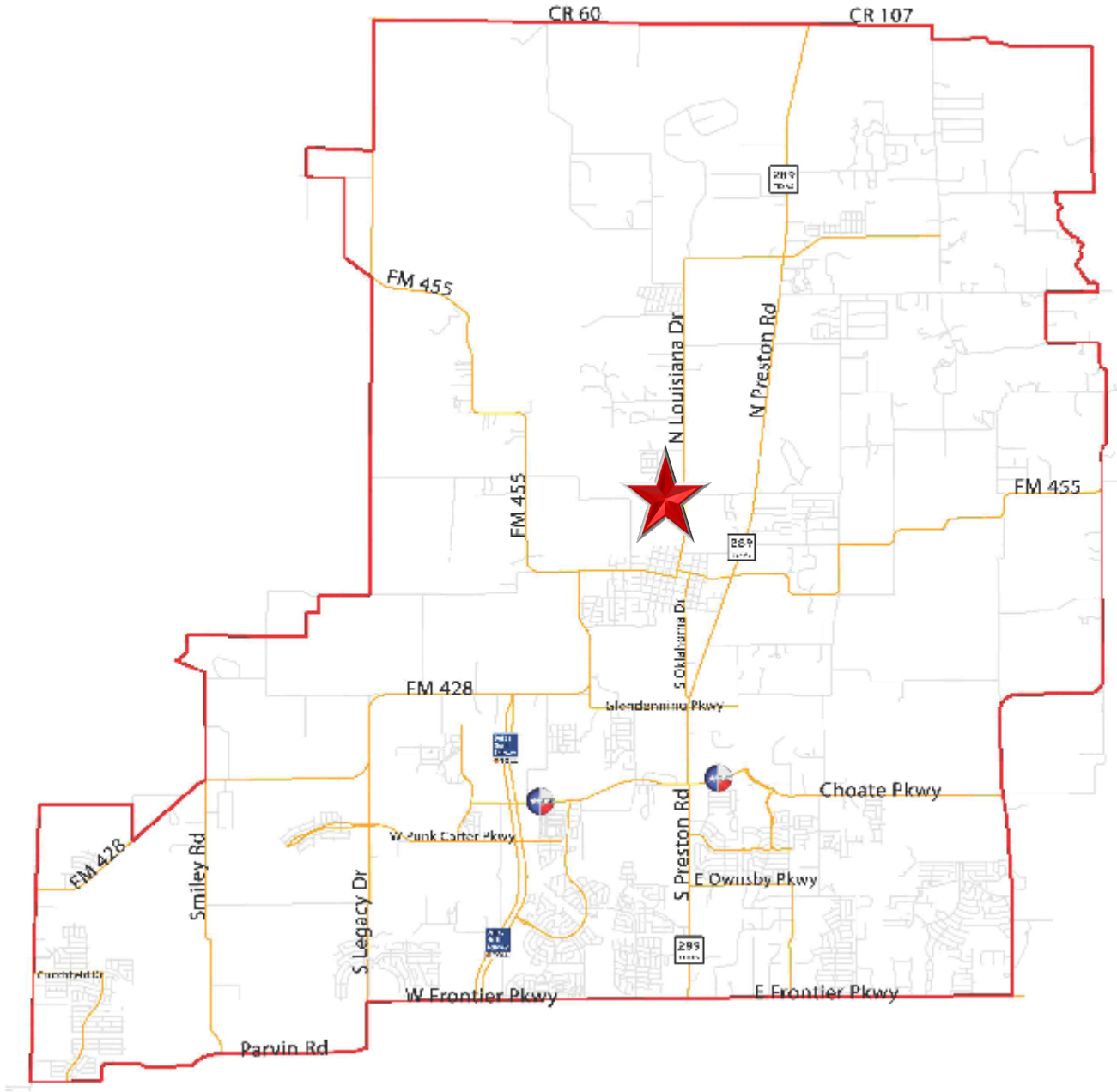
0 400 800
Feet

3G10 INVESTMENTS

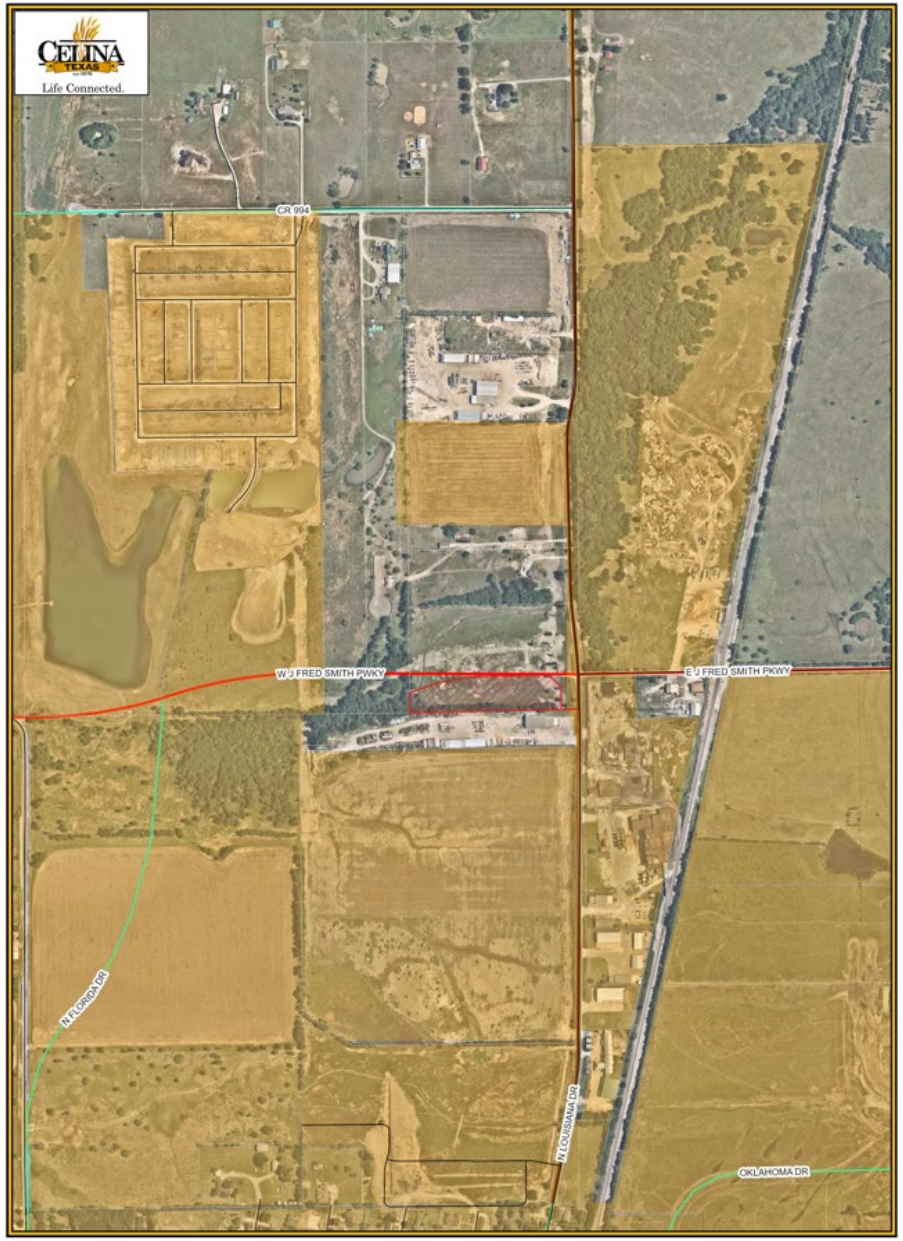
Annexation & Zoning

City Council
November 8, 2022

Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)



Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)



LOCATION MAP

The subject property is generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway.

Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)

BACKGROUND

- The subject property is approximately 3 acres and within the Extraterritorial Jurisdiction (ETJ)
- A pre-annexation agreement does not exist on the property
- An Agreement was approved in March 2022 to purchase ROW from the property owner, which outlined certain deal points
- The applicant is proposing to zone the property to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C), and to voluntarily annex into City Limits, per the governing agreement

Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)

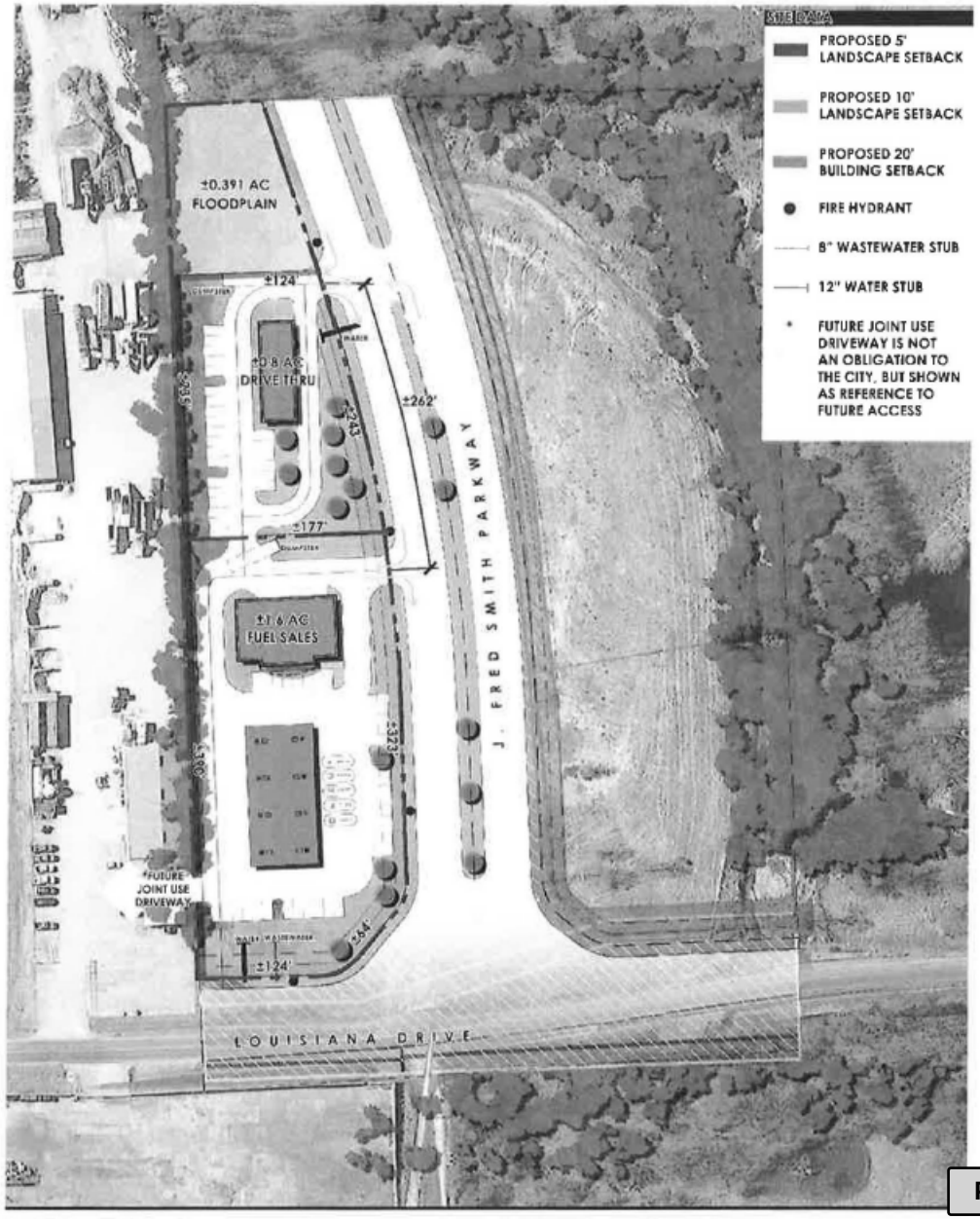
PROJECT OVERVIEW

- Fuel sales is allowed by right (in lieu of an SUP process)
- Established 20' building setbacks along Louisiana and J. Fred Smith Parkway
- Established certain floodplain, landscape buffer, and open space requirements to accommodate the corner's unique size following the ROW purchase

Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)

CONCEPT PLAN

Please note that the PD does not include any entitlement to the concept plan layout. Concept plans are for illustrative purposes only.



Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)

POLICY CONSIDERATIONS

- The property owner is voluntarily annexing into City Limits, which positively contributes to the tax base
- City standards will apply to any future development, except for the few special standards outlined in the PD
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The ROW purchase is complete and helps the community with an important east/west connection

Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)

RECOMMENDATION

- There was no public feedback at the public hearing
- The Planning & Zoning Commission unanimously recommended approval of the request at its October regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (3G10 Investments - C-3 Expedited Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
3G10 INVESTMENTS C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 3 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF LOUISIANA DRIVE AND FUTURE J. FRED SMITH PARKWAY, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of November, 2022, 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 October, 2022, 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

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

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 8th day of November, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING all of that certain tract or parcel of land situated in the J. Floyd Survey, Abstract No. 1053, City of Celina, Collin County, Texas, and being a part of a called 10.471 acre tract of land described in the deed to 3G Investments, LLC, recorded in Instrument No. 201704120004669, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod with a cap stamped "PEISER SURVEYING" found for the southwest corner of said 10.471 acre tract, common to the southeast corner of a called 9.98 acre tract of land described in the deed to Vision and Structure, LLC, recorded in Instrument No. 20200811001295260, said Official Public Records, and common to an angle point in the northerly line of a called 54.804 acre tract of land described in the deed to Lewis D. Dickerson and Lynn E. Stambaugh, recorded in Volume 1366, Page 589, Deed Records of Collin County, Texas;

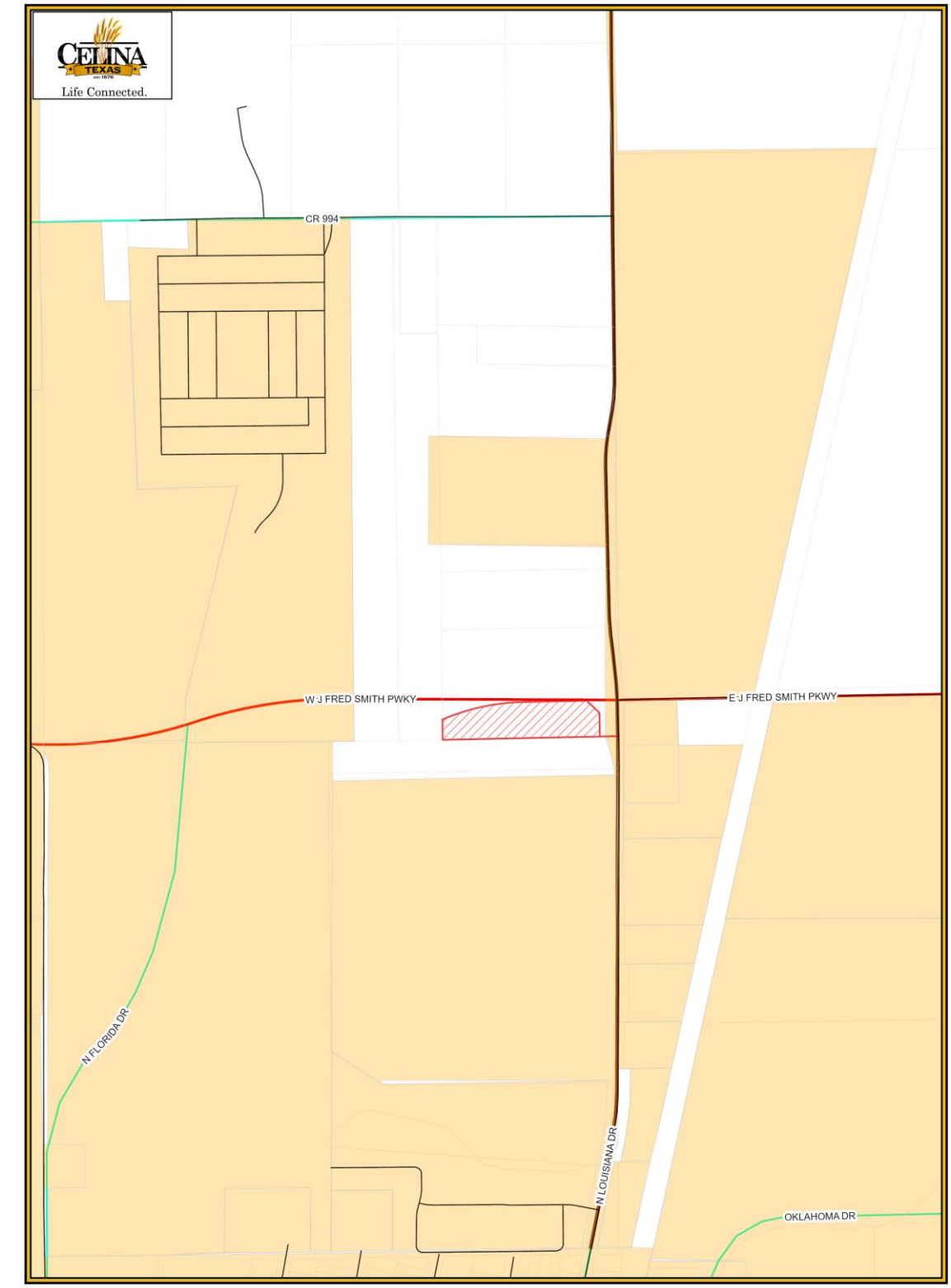
THENCE North 00°40'45" West, with the westerly line of said 10.471 acre tract and the easterly line of said 9.98 are tract, a distance of 97.71 feet to a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the beginning of a non-tangential curve to the right;

THENCE severing said 10.471 acre tract, the following Six (6) courses:

1. Easterly with said curve having a radius of 1040.00 feet, a delta angle of 22°12'04", an arc length of 402.98 feet, a chord bearing of North 77°44'12" East, and a chord distance of 400.46 feet to a capped iron rod set at the end of said curve;
2. North 88°52'03" East, a distance of 315.00 feet to a capped iron rod set for corner;
3. South 00°54'27" East, a distance of 9.58 feet to a capped iron rod set for corner;
4. North 89°05'33" East, a distance of 4.14 feet to a capped iron rod set for corner;
5. South 45°54'27" East, a distance of 70.71 feet to a capped iron rod set for corner;
6. South 00°53'56" East, a distance of 115.20 feet to a capped iron rod set for corner in the southerly line of said 10.471 acre tract and in the northerly line of said 54.804 acre tract;

THENCE South 88°51'55" West, with the southerly line of said 10.471 acre tract and the northerly line of said 54.804 acre tract, a distance of 762.14 feet to the POINT OF BEGINNING and enclosing 2.791 acres of land, more or less.

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)



Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

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

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

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

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (3G10 Investments - C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	3G10 Investments - Zoning

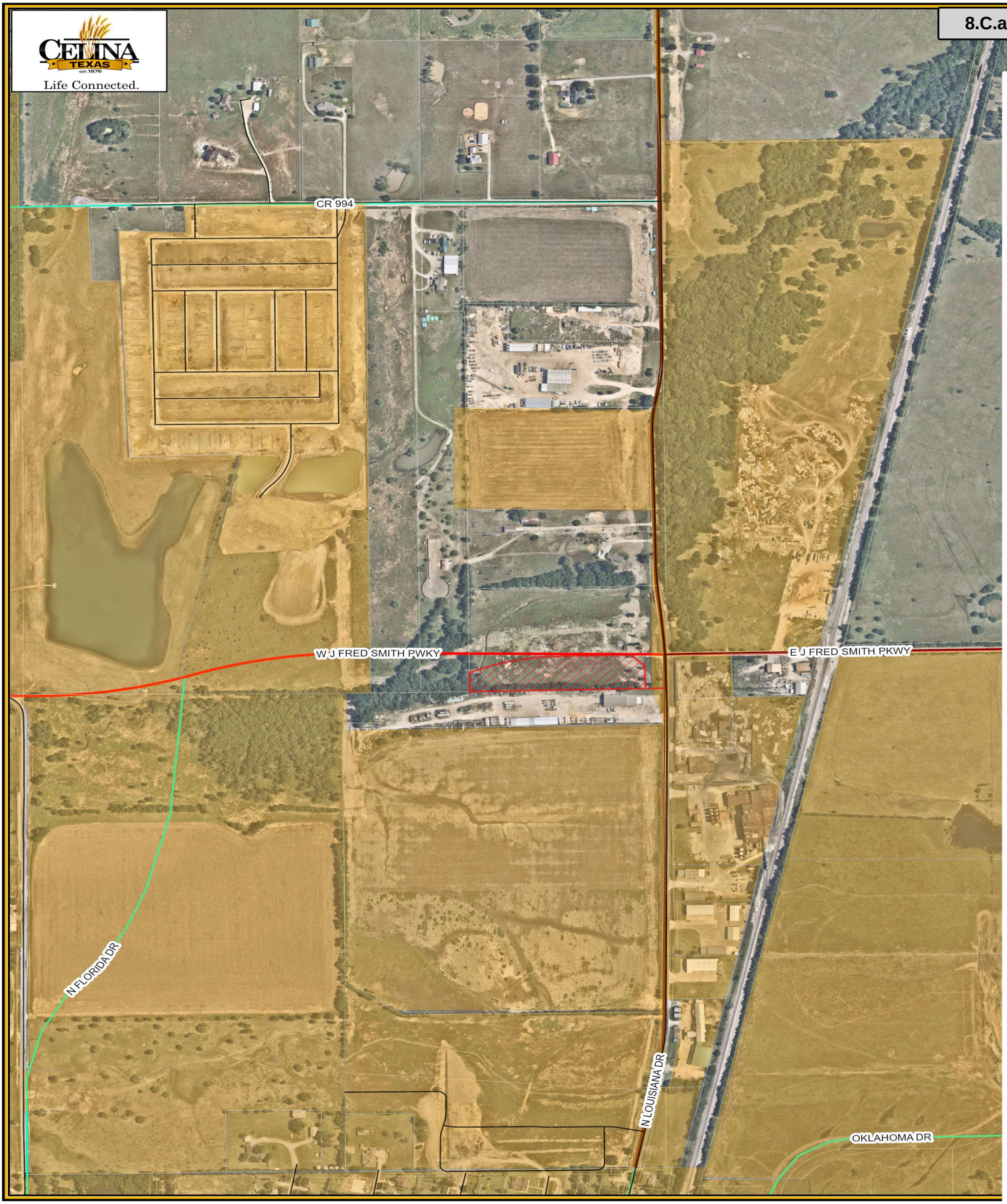
Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 3 acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. (3G10 Investments – Zoning) (McAfee)

Background Information:
This item is for the zoning of approximately 3 acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS est. 1876
Life Connected.



Attachment: Location Map (3G10 Investments – Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

3G10 Investments
Location Map
City of Celina

9/27/2022

N
W E
S

0 400 800
Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
3G10 INVESTMENTS
PLANNED DEVELOPMENT-138

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 3 ACRES LOCATED IN THE J. FLOYD SURVEY, ABSTRACT NO. 1053, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF LOUISIANA DRIVE AND FUTURE J. FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 138 WITH A BASE OF 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 zoning is in conformance with the existing Real Estate Sales Contract approved in March 2022 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan

Attachment: Draft Ordinance (3G10 Investments – Zoning)

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. 138 with a base zoning of Commercial, Office, & Retail District (C) and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 138, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

Attachment: Draft Ordinance (3G10 Investments – Zoning)

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

Attachment: Draft Ordinance (3G10 Investments – Zoning)

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 8th day of November, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (3G10 Investments – Zoning)

Exhibit A
Legal Description

BEING all of that certain tract or parcel of land situated in the J. Floyd Survey, Abstract No. 1053, City of Celina, Collin County, Texas, and being a part of a called 10.471 acre tract of land described in the deed to 3G Investments, LLC, recorded in Instrument No. 201704120004669, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod with a cap stamped "PEISER SURVEYING" found for the southwest corner of said 10.471 acre tract, common to the southeast corner of a called 9.98 acre tract of land described in the deed to Vision and Structure, LLC, recorded in Instrument No. 20200811001295260, said Official Public Records, and common to an angle point in the northerly line of a called 54.804 acre tract of land described in the deed to Lewis D. Dickerson and Lynn E. Stambaugh, recorded in Volume 1366, Page 589, Deed Records of Collin County, Texas;

THENCE North 00°40'45" West, with the westerly line of said 10.471 acre tract and the easterly line of said 9.98 are tract, a distance of 97.71 feet to a 5/8-inch iron rod with a plastic cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the beginning of a non-tangential curve to the right;

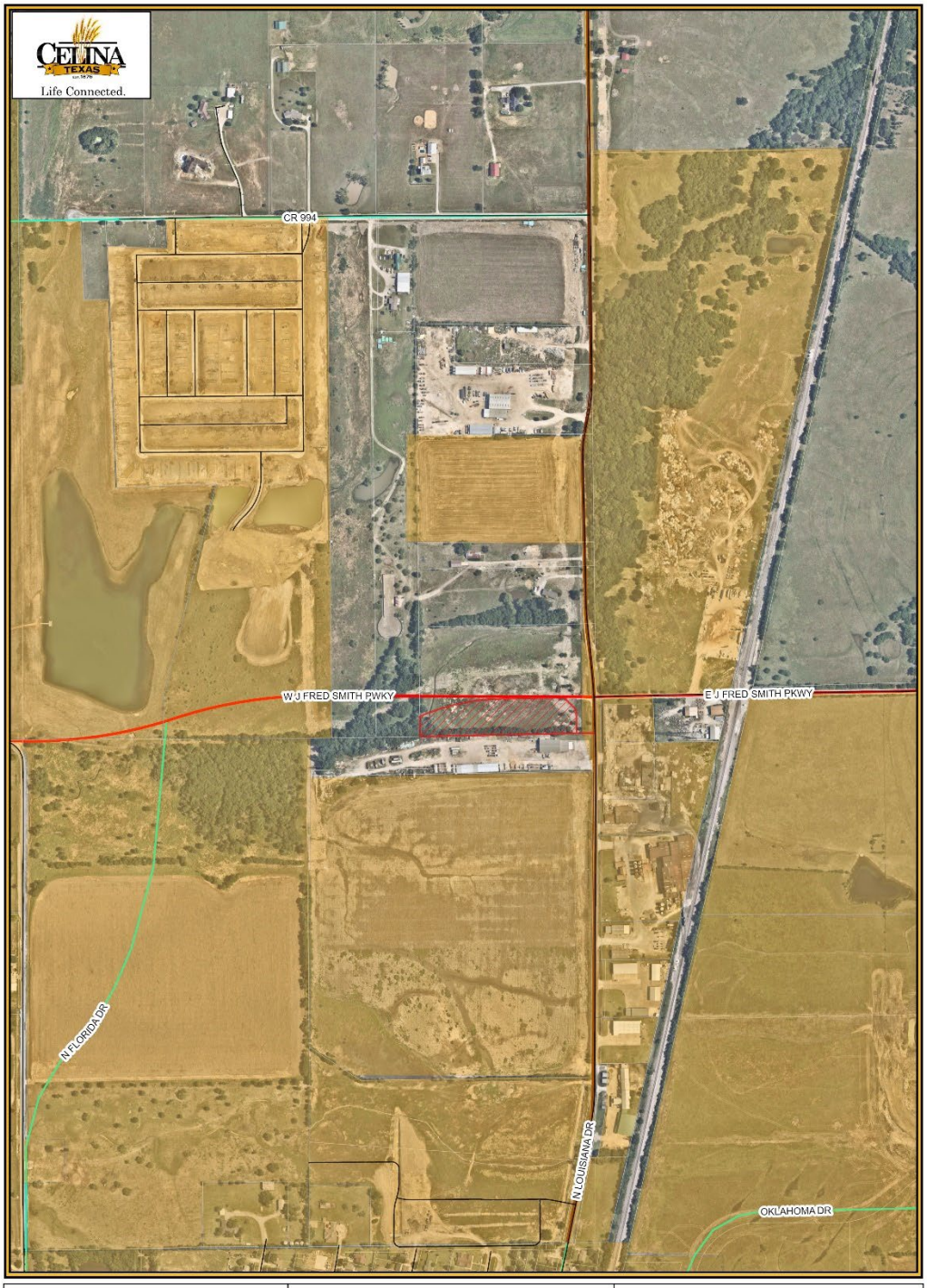
THENCE severing said 10.471 acre tract, the following Six (6) courses:

1. Easterly with said curve having a radius of 1040.00 feet, a delta angle of 22°12'04", an arc length of 402.98 feet, a chord bearing of North 77°44'12" East, and a chord distance of 400.46 feet to a capped iron rod set at the end of said curve;
2. North 88°52'03" East, a distance of 315.00 feet to a capped iron rod set for corner;
3. South 00°54'27" East, a distance of 9.58 feet to a capped iron rod set for corner;
4. North 89°05'33" East, a distance of 4.14 feet to a capped iron rod set for corner;
5. South 45°54'27" East, a distance of 70.71 feet to a capped iron rod set for corner;
6. South 00°53'56" East, a distance of 115.20 feet to a capped iron rod set for corner in the southerly line of said 10.471 acre tract and in the northerly line of said 54.804 acre tract;

THENCE South 88°51'55" West, with the southerly line of said 10.471 acre tract and the northerly line of said 54.804 acre tract, a distance of 762.14 feet to the POINT OF BEGINNING and enclosing 2.791 acres of land, more or less.

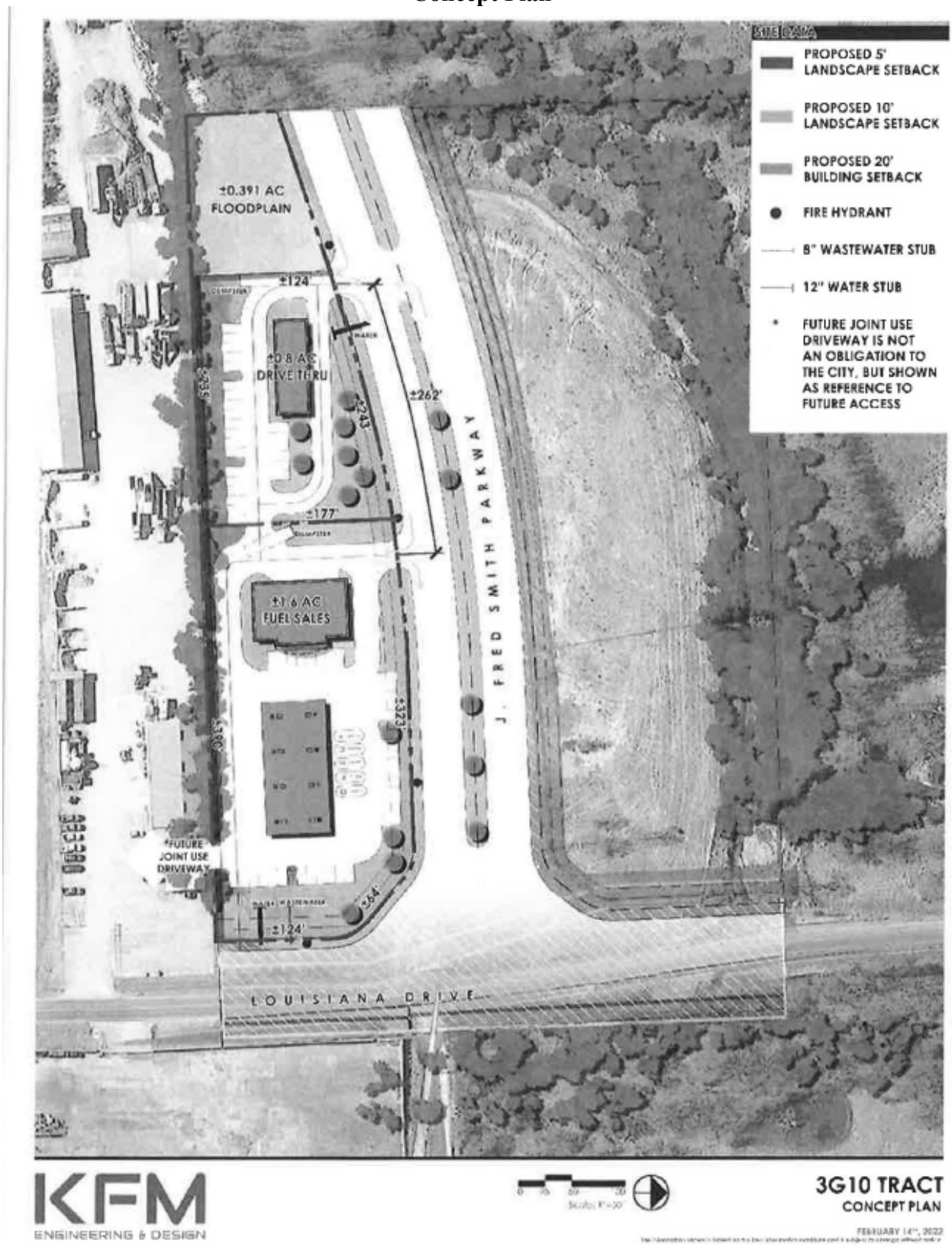
Attachment: Draft Ordinance (3G10 Investments – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (3G10 Investments – Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (3G10 Investments – Zoning)

Exhibit D
Development Standards

1. The subject property is zoned Planned Development (PD) district with a base zoning of Commercial, Office, & Retail (C).
2. Fuel Sales (i.e. gas station) is allowed by right with no requirement for an SUP.
3. The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended.
4. The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, and as may be amended.
5. Building setbacks are 20’ along Louisiana and J. Fred Smith Parkway.
6. Landscape setbacks for Seller’s Remainder:
   - South and West property line setbacks will be 5.0’.
   - North and East property line setbacks will be 10.0’.
7. Open Space
   - No more than 10% open space amount will be required for Seller’s Remainder.
   - The approximately 0.4 acres on the south side of J. Fred Smith located on the westerly end of Seller’s Remainder will remain in the floodplain after the roadway is designed/constructed.
   - Fifty percent (50%) of that 0.4-acre floodplain may be applied by Seller (or future developer) to satisfy the open space requirement for Seller’s Remainder.
   - Thus, for illustrative purposes and presuming the accuracy of the 0.4-acre measurement, the open space requirement of Seller’s Remainder is 0.2791 acres and 0.2 acres of that open-space requirement will be satisfied by the 0.4-acre floodplain.

Attachment: Draft Ordinance (3G10 Investments – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	SW Carey & Legacy - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 25 acres, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (SW Carey & Legacy – C-3 Expedited Annexation) (McAfee)

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation of approximately 25 acres, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

W PUNK CARTER PKWY

McNABB DR

CAREY RD

CAREY RD

S LEGACY DR

DOE BRANCH BLVD

CLEAR CREEK PKWY

W FRONTIER PKWY

Attachment: Location Map (SW Carey & Legacy – C-3 Expedited Annexation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

SW Carey and Legacy Location Map

City of Celina

9/27/2022

N W E S

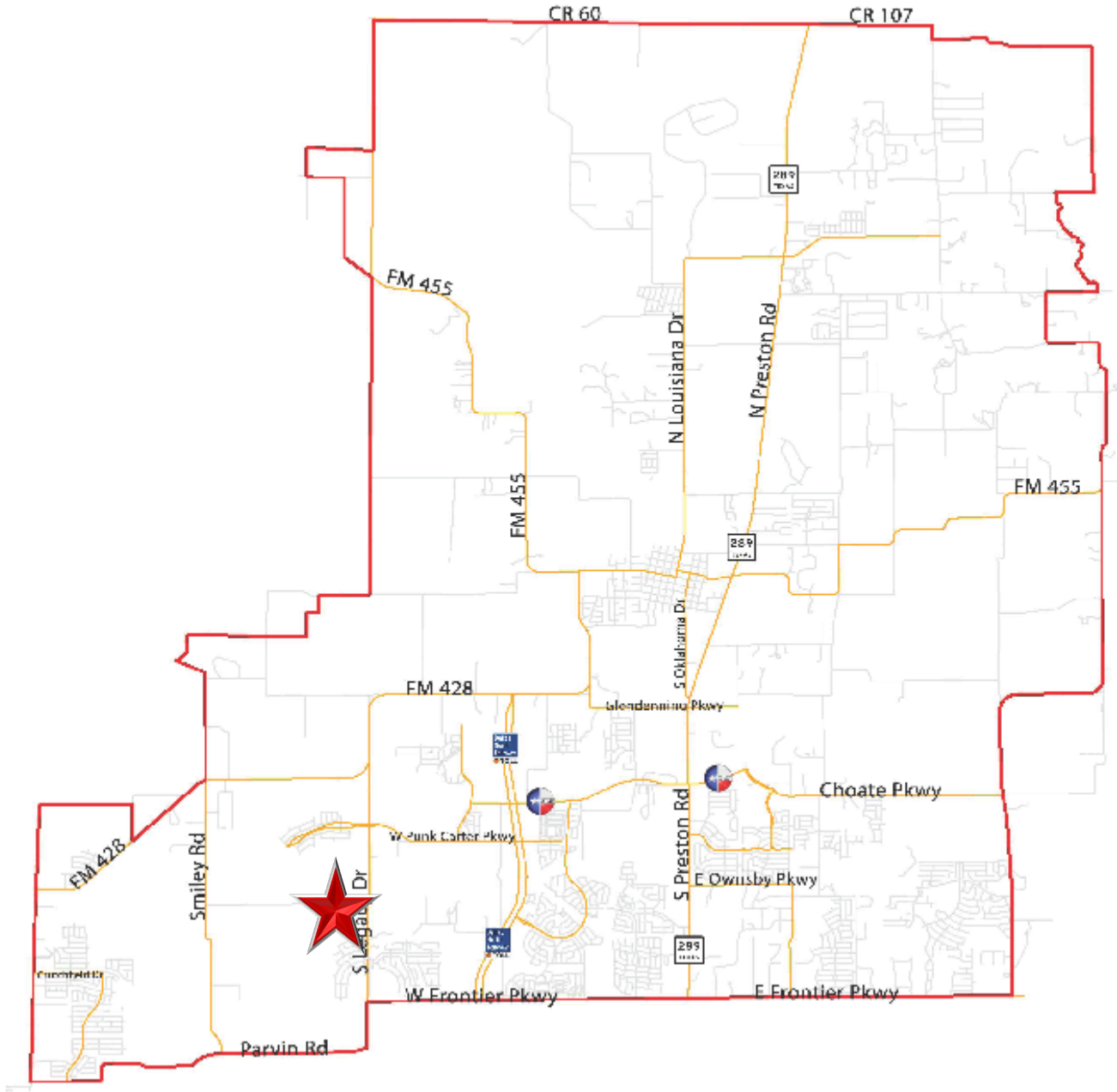
0 500 1,000 Feet

SW CAREY & LEGACY

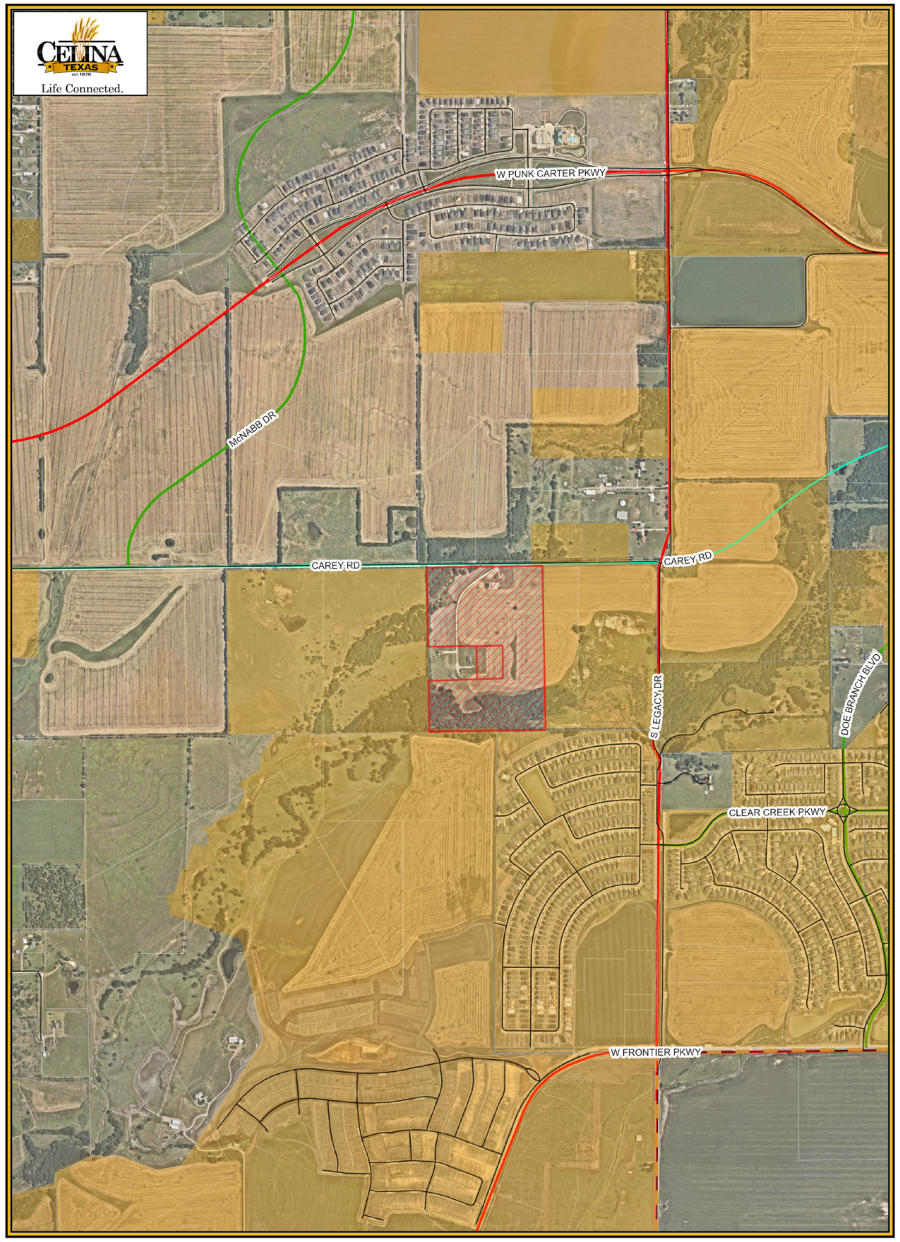
Annexation & Zoning

City Council
November 8, 2022

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)



Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)



LOCATION MAP

The subject property is generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive.

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)

BACKGROUND

- The subject property is approximately 25 acres and within the Extraterritorial Jurisdiction (ETJ)
- A pre-annexation agreement exists on the property and expires in 2032
- The applicant is requesting to zone the property to Mixed-Use District (MU)
- The proposed zoning would allow for a mixture of land uses including restaurants, retail, single-family, and multi-family

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)

POLICY CONSIDERATIONS

- The properties are in the ETJ but under a pre-annexation agreement, so City review (annexation and zoning) is required prior to development
- At this time, there isn't a known developer attached to this project, nor any specific plans for the site
- The property to the east, directly adjacent to Legacy Drive (a future 6-lane thoroughfare), is zoned MU
- The property to the west is under a 2015-era PD and is expected to develop, primarily, as a single-family neighborhood with some commercial allowances along Carey Road

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)

POLICY CONSIDERATIONS (CONT'D)

- The infrastructure required for development is lacking in this area
- The property fronts Carey Road (a future 2-lane collector), which is intended for neighborhood-level development
- The rear half of the property is largely encumbered by floodplain, which does lend itself to MU in the future

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)

P&Z PUBLIC HEARING

- There were two speakers at the public hearing
- The applicant provided a short presentation to the Commission
- The applicant and owner indicated that the lot would be developed in conjunction with the existing MU tract to the east

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the item with a vote of 6-1 (with Commissioner Trigo dissenting) at its regular meeting in October
- Staff recommends denial

Attachment: Staff Presentation (SW Carey & Legacy – C-3 Expedited Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
SW CAREY & LEGACY C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 25 ACRE TRACT OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED SOUTH OF CAREY ROAD AND APPROXIMATELY 1,240 FEET WEST OF FUTURE LEGACY DRIVE AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of November, 2022, 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 October, 2022, 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

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

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 8th day of November, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING all of that tract of land situated in the A. Thomasson Survey, Abstract No. 1265, Denton County, Texas, and being a part of a called 47.616 acre tract of land described in the deed to Roys Glen Allen and Randy Allen, Co-Trustees of the RG Allen Revocable Trust, recorded in Instrument No. 215-4639, Official Public Recorded of Denton County, Texas, and all of a called 1.799 acre tract of land described in the deed to April Marie Allen, recorded in Instrument No. 2003-103982, said Official Public Records, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found for corner in Carey Road for the northeast corner of said 47.616 acre tract, common to the northwest corner of a called 49.810 acre tract of land described in the deed to Prosper Gateway, LLC, recorded in Instrument No. 2020-174724, said Official Public Records;

THENCE South 00°29'39" East, with the easterly line of said 47.616 acre tract and the westerly line of said 49.810 acre tract, passing at a distance of 30.45 feet a ¼-inch iron rod found on the south side of said Carey Road, continuing on said course, a total distance of 1,766.90 feet to a point n the northerly line of Lot 9X, Block A, Creeks of Legacy West Phase 1, according to the plat thereof recorded in Instrument No. 2018-394, Plat Records of Denton County, Texas, for the southeast corner of said 47.616 acre tract, common to the southwest corner of said 49.810 acre tract, from which a ½-inch iron rod with a cap stamped "METROPLEX RPLS 1849" found bears South 05°30'18" East, a distance of 2.13 feet;

THENCE South 89°27'16" West, with the southerly line of said 47.616 acre tract and the northerly line of said Lot 9X part of the way, a distance of 615.50 feet to a 5/8-inch iron rod with a cap stamped "LANDPOINT" set (hereinafter referred to as capped iron rod set) for corner;

THENCE North 00°24'15" West, severing said 47.616 acre tract at a distance of 612.38 feet passing a 1/2-inch iron rod found for the southwest corner of said 1.799 acre tract recorded in Instrument No. 2003-103982, common to the southeast corner of a called 1.799 acre tract of land described as Tract 1 in the deed to Ryan G. Allen and Dagmar I. Allen recorded in Instrument No. 2003-0539310, said Official Public Records, continuing on said course with the common line of said 1.799 acre tracts, passing at a distance of 899.1 feet a 1/2-inch iron rod found for the northwest corner of said 1.799 acre tract recorded in Instrument No. 2003-103982, common to the northeast corner of said 1.799 acre tract recorded in Instrument No. 2003-0539310, continuing on said course, a total distance of 1762.94 feet to mag nail set for corner, in said Carey Road;

THENCE North 89°05'00" East, in said Carey Road with the northerly line of said 47.616 acre tract, a distance of 612.75 feet to the POINT OF BEGINNING and enclosing 24.882 acres of land, more or less.

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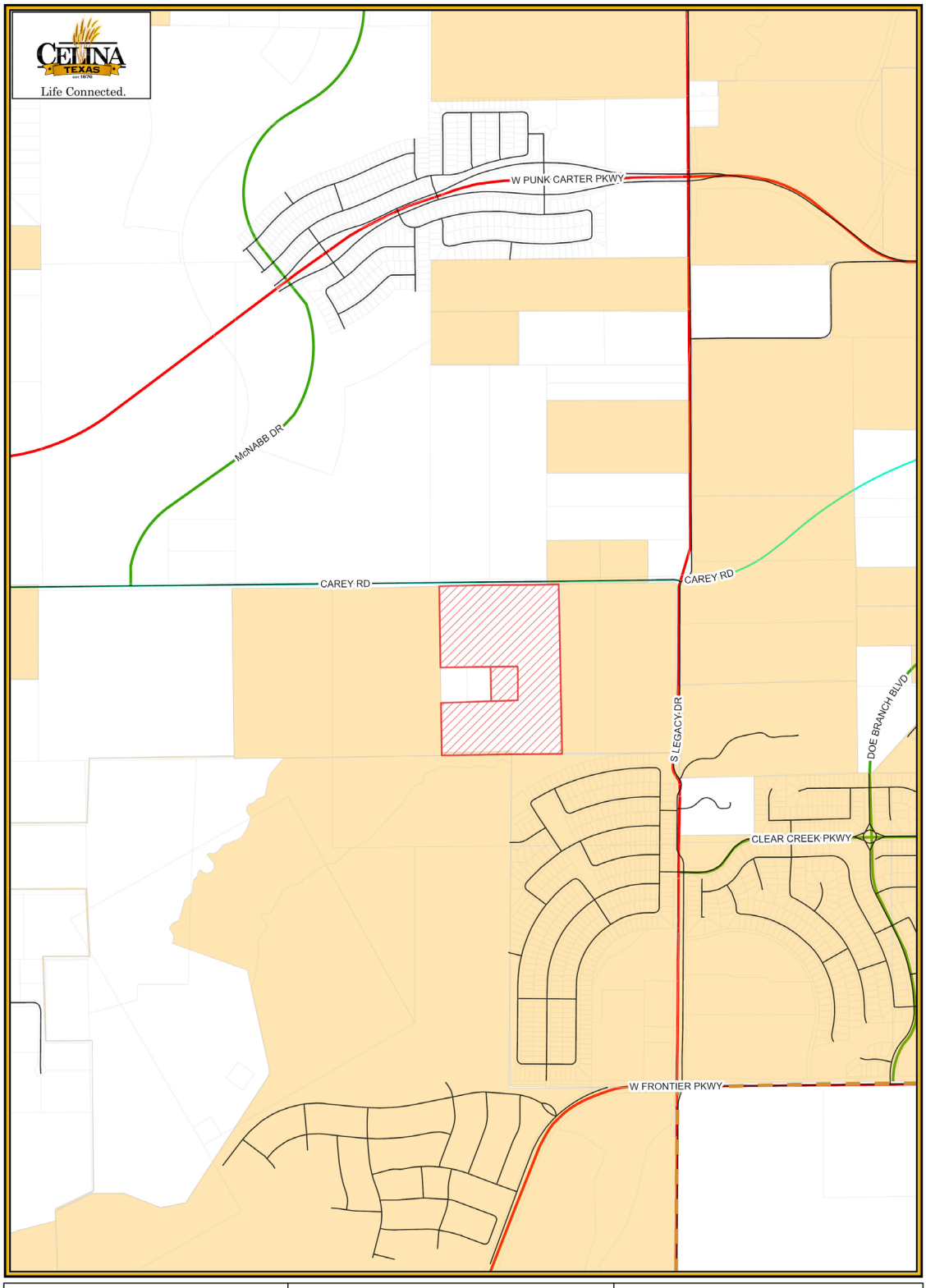

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Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

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

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

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

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

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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.

Attachment: Draft Ordinance (SW Carey & Legacy – C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	SW Carey & Legacy - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 25 acres to Mixed-Use District (MU), generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. (SW Carey & Legacy - Zoning) (McAfee)

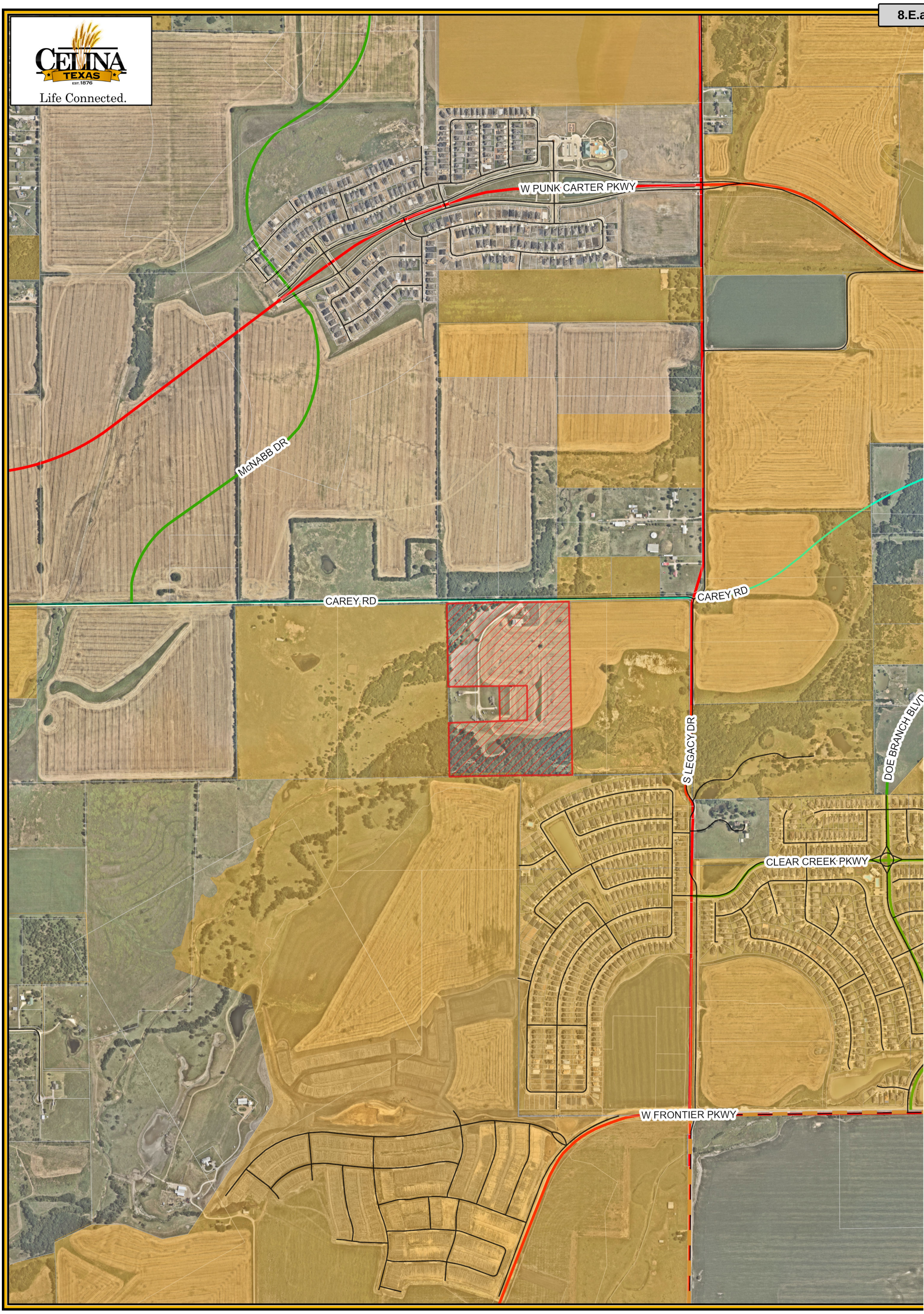
Background Information:
This item is for the zoning of approximately 25 acres to Mixed-Use District (MU), generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends denial.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (SW Carey & Legacy - Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

SW Carey and Legacy Location Map

City of Celina

9/27/2022

N W E S

0 500 1,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
SW CAREY & LEGACY

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 25 ACRES LOCATED IN THE A. THOMASSON SURVEY, ABSTRACT NO. 1265, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF CAREY ROAD AND APPROXIMATELY 1,240 FEET WEST OF FUTURE LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO MIXED-USE DISTRICT (MU); 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

Attachment: Draft Ordinance (SW Carey & Legacy - Zoning)

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 Mixed-Use District (MU).

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 Mixed-Use (MU) zoning.

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.

Attachment: Draft Ordinance (SW Carey & Legacy - Zoning)

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.

Attachment: Draft Ordinance (SW Carey & Legacy - Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of November, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (SW Carey & Legacy - Zoning)

Exhibit A
Legal Description

BEING all of that tract of land situated in the A. Thomasson Survey, Abstract No. 1265, Denton County, Texas, and being a part of a called 47.616 acre tract of land described in the deed to Roys Glen Allen and Randy Allen, Co-Trustees of the RG Allen Revocable Trust, recorded in Instrument No. 215-4639, Official Public Recorded of Denton County, Texas, and all of a called 1.799 acre tract of land described in the deed to April Marie Allen, recorded in Instrument No. 2003-103982, said Official Public Records, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found for corner in Carey Road for the northeast corner of said 47.616 acre tract, common to the northwest corner of a called 49.810 acre tract of land described in the deed to Prosper Gateway, LLC, recorded in Instrument No. 2020-174724, said Official Public Records;

THENCE South 00°29'39" East, with the easterly line of said 47.616 acre tract and the westerly line of said 49.810 acre tract, passing at a distance of 30.45 feet a ¼-inch iron rod found on the south side of said Carey Road, continuing on said course, a total distance of 1,766.90 feet to a point n the northerly line of Lot 9X, Block A, Creeks of Legacy West Phase 1, according to the plat thereof recorded in Instrument No. 2018-394, Plat Records of Denton County, Texas, for the southeast corner of said 47.616 acre tract, common to the southwest corner of said 49.810 acre tract, from which a ½-inch iron rod with a cap stamped "METROPLEX RPLS 1849" found bears South 05°30'18" East, a distance of 2.13 feet;

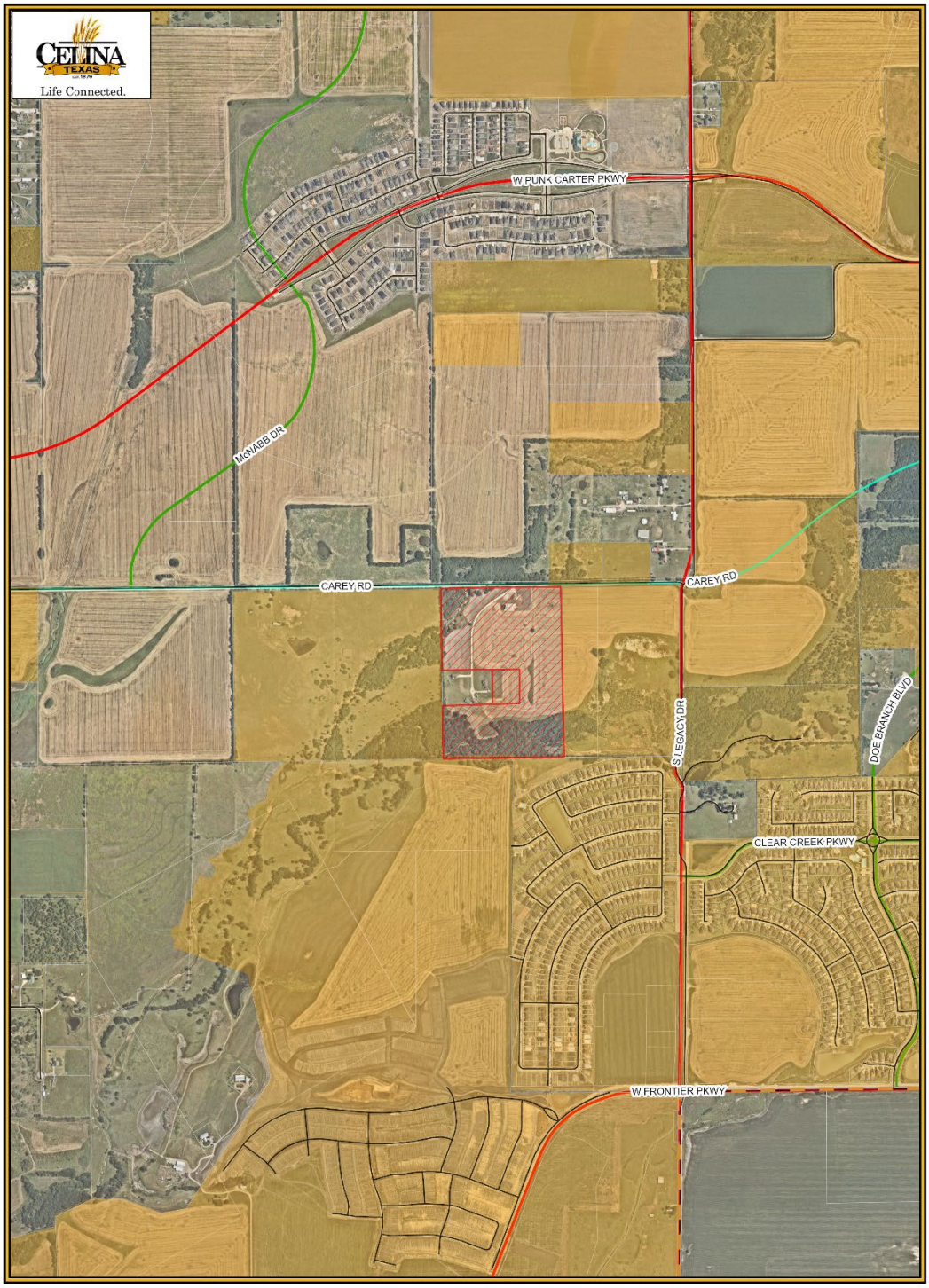
THENCE South 89°27'16" West, with the southerly line of said 47.616 acre tract and the northerly line of said Lot 9X part of the way, a distance of 615.50 feet to a 5/8-inch iron rod with a cap stamped "LANDPOINT" set (hereinafter referred to as capped iron rod set) for corner;

THENCE North 00°24'15" West, severing said 47.616 acre tract at a distance of 612.38 feet passing a 1/2-inch iron rod found for the southwest corner of said 1.799 acre tract recorded in Instrument No. 2003-103982, common to the southeast corner of a called 1.799 acre tract of land described as Tract 1 in the deed to Ryan G. Allen and Dagmar I. Allen recorded in Instrument No. 2003-0539310, said Official Public Records, continuing on said course with the common line of said 1.799 acre tracts, passing at a distance of 899.1 feet a 1/2-inch iron rod found for the northwest corner of said 1.799 acre tract recorded in Instrument No. 2003-103982, common to the northeast corner of said 1.799 acre tract recorded in Instrument No. 2003-0539310, continuing on said course, a total distance of 1762.94 feet to mag nail set for corner, in said Carey Road;

THENCE North 89°05'00" East, in said Carey Road with the northerly line of said 47.616 acre tract, a distance of 612.75 feet to the POINT OF BEGINNING and enclosing 24.882 acres of land, more or less.

Attachment: Draft Ordinance (SW Carey & Legacy - Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (SW Carey & Legacy - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Young Tract - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 26 acres, generally located at the northwest corner of future Celina Parkway and County Road 57, within the Extraterritorial Jurisdiction (ETJ). (Young Tract - C-3 Expedited Annexation) (McAfee)

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation of approximately 26 acres, generally located at the northwest corner of future Celina Parkway and County Road 57. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

O'BRIEN DR
FM 455
COX LN
CR 994
W J FRED SMITH PWKY
N CELINA PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Young Tract Location Map
City of Celina

9/27/2022

N W E S

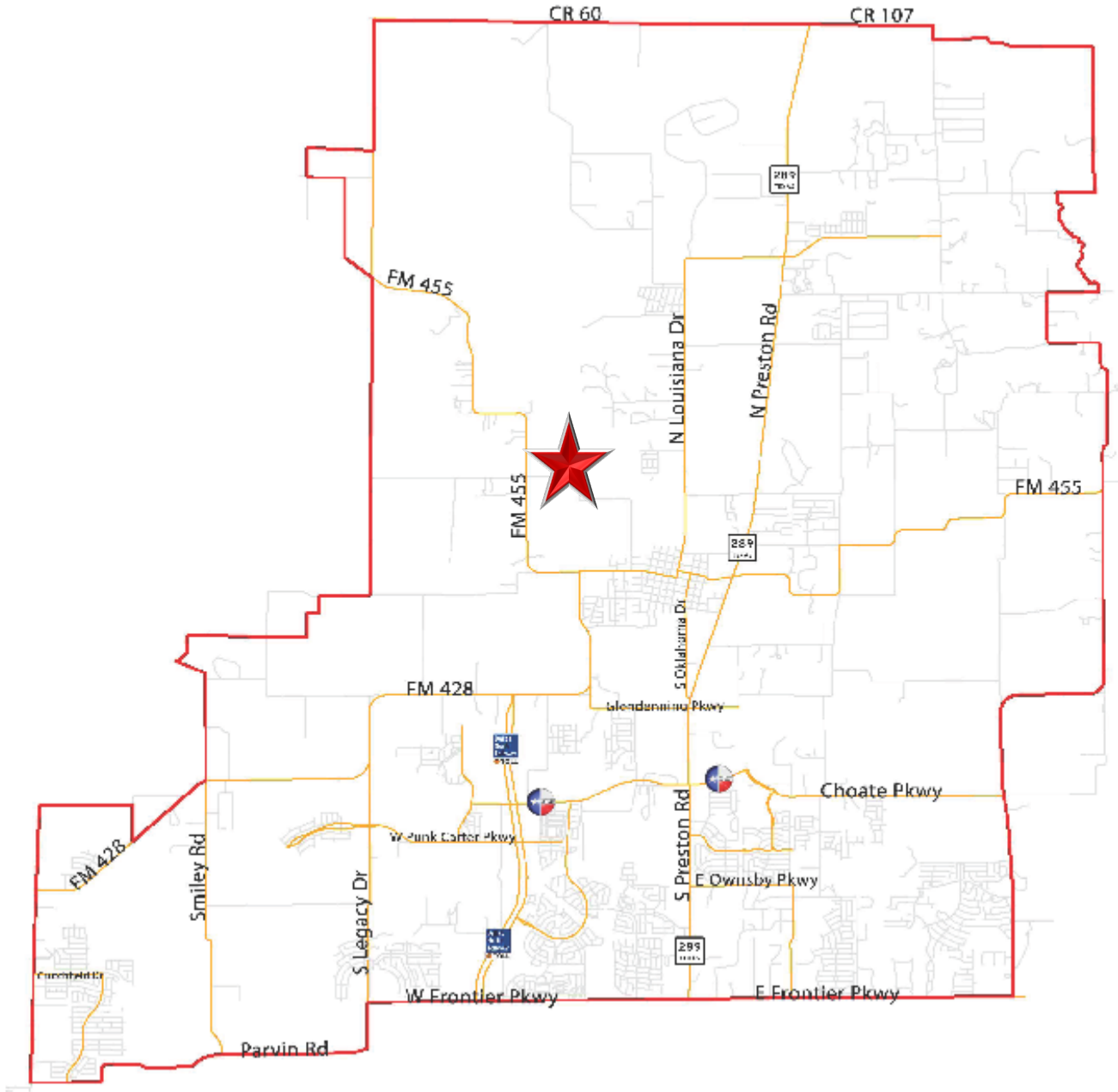
0 500 1,000 Feet

Attachment: Location Map (Young Tract - C-3 Expedited Annexation)

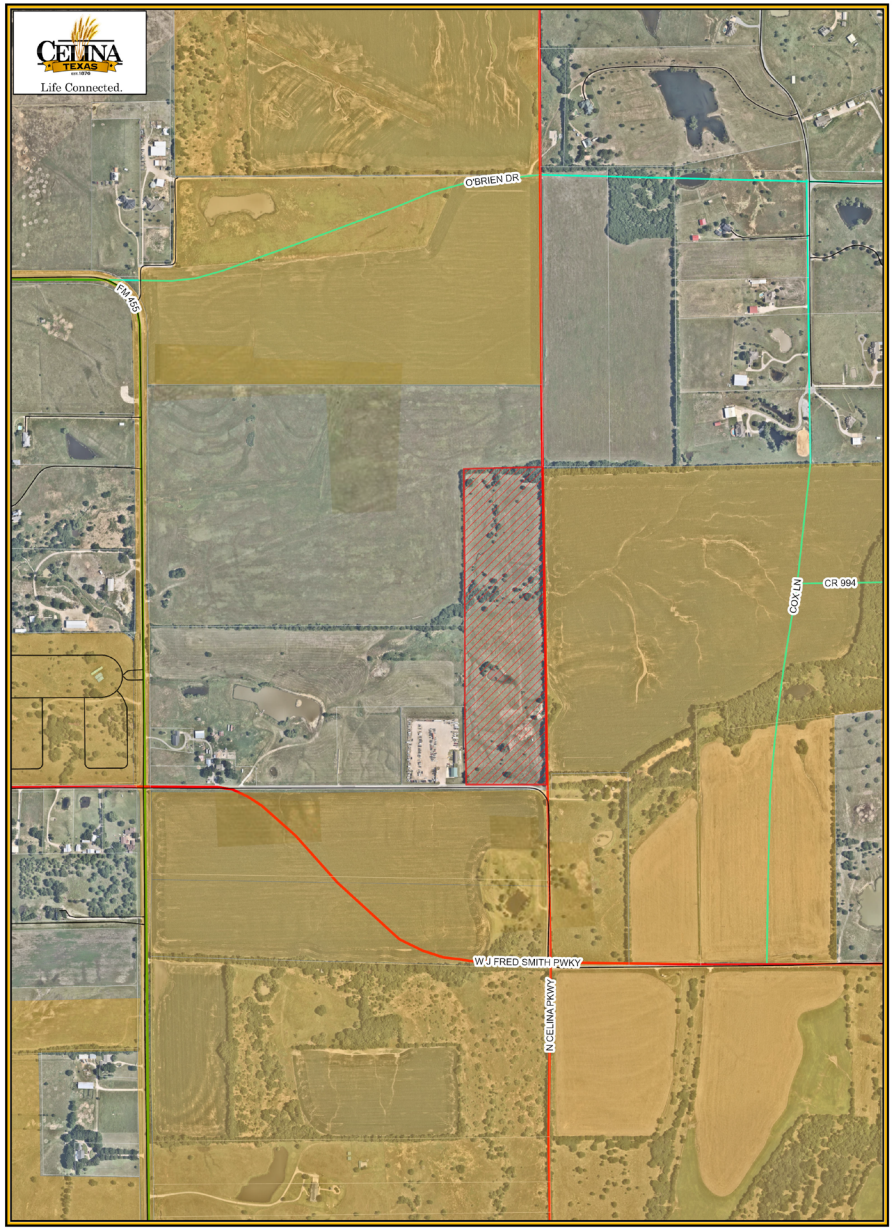
YOUNG TRACT

Annexation & Zoning

City Council
November 8, 2022



Attachment: Staff Presentation (Young Tract - C-3 Expedited Annexation)



LOCATION MAP

The subject property is generally located at the northwest corner of future Celina Parkway and County Road 57.

BACKGROUND

- The subject property is approximately 26 acres and within the Extraterritorial Jurisdiction (ETJ)
- A pre-annexation agreement exists on the property and expires in 2035
- The applicant is requesting to zone the property to Mixed-Use District (MU)
- The proposed zoning would allow for a mixture of land uses including restaurants, retail, single-family, and multi-family

Attachment: Staff Presentation (Young Tract - C-3 Expedited Annexation)

POLICY CONSIDERATIONS

- The property is in the ETJ but under a pre-annexation agreement, so City review (annexation and zoning) is required prior to development
- At this time, there isn't a known developer attached to this project, nor any specific plans for the site
- MU zoning would allow 40% of the tract to develop as Multi-Family, Urban Edge (MF-2) or 60% as Multi-Family, Urban Living (MF-3)
- The property is adjacent to Celina Parkway (a future 6-lane thoroughfare), but is located mid-block and not at a major intersection where MU is generally expected

Attachment: Staff Presentation (Young Tract - C-3 Expedited Annexation)

POLICY CONSIDERATIONS (CONT'D)

- One of the properties to the west is currently developed as a tow yard, the property to the south is under a PD with MU base zoning, the property to the east is under a PD with residential base zoning, and the remaining properties to the north and west are vacant with no immediate plans to develop
- The infrastructure required for development is lacking in this area
- Relatively small, long, narrow tracts such as these are typically assembled and incorporated into larger projects

Attachment: Staff Presentation (Young Tract - C-3 Expedited Annexation)

P&Z PUBLIC HEARING

- There were three speakers at the public hearing
- The applicant provided a short presentation to the Commission
- The owner indicated that the lot would be combined with the existing, high-density entitlements to the east as part of a comprehensive rezoning effort

Attachment: Staff Presentation (Young Tract - C-3 Expedited Annexation)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the item with a vote of 5-2 (with Commissioners Grumbles and Trigo dissenting) at its regular meeting in October
- Staff recommends denial

Attachment: Staff Presentation (Young Tract - C-3 Expedited Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
YOUNG TRACT C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 26 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CELINA PARKWAY AND COUNTY ROAD 57 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 8th day of November, 2022, 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 October, 2022, 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

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

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 8th day of November, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Being all that certain tract or parcel of land situated in the B. Brewton Survey, Abstract Number 125, Collin County, Texas, and being all of a called 25.017 acre tract of land described in the deed to Gayla Young, as recorded in Instrument Number 2004-0027921, of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

THENCE at a 1/2-inch iron rod found for corner at the northeast corner of said 25.017 acre tract, the southeast corner of a called 41.8762 acre tract of land described as Tract 1 in the deed to TA Properties, II, as recorded in Instrument Number 2004-0156916, of said Official Public Records, the southwest corner of a called 20.141 acre tract of land described in the deed to Douglas J. Barker and Saundra K. Barker, as recorded in Instrument Number 20200922001618120, of said Official Public Records, and for the northwest corner of a called 121.65 acre tract of land described as Tract IV in the deed to G BAR 7, LTD, as recorded in Instrument Number 2005-0015684, of said Official Public Records;

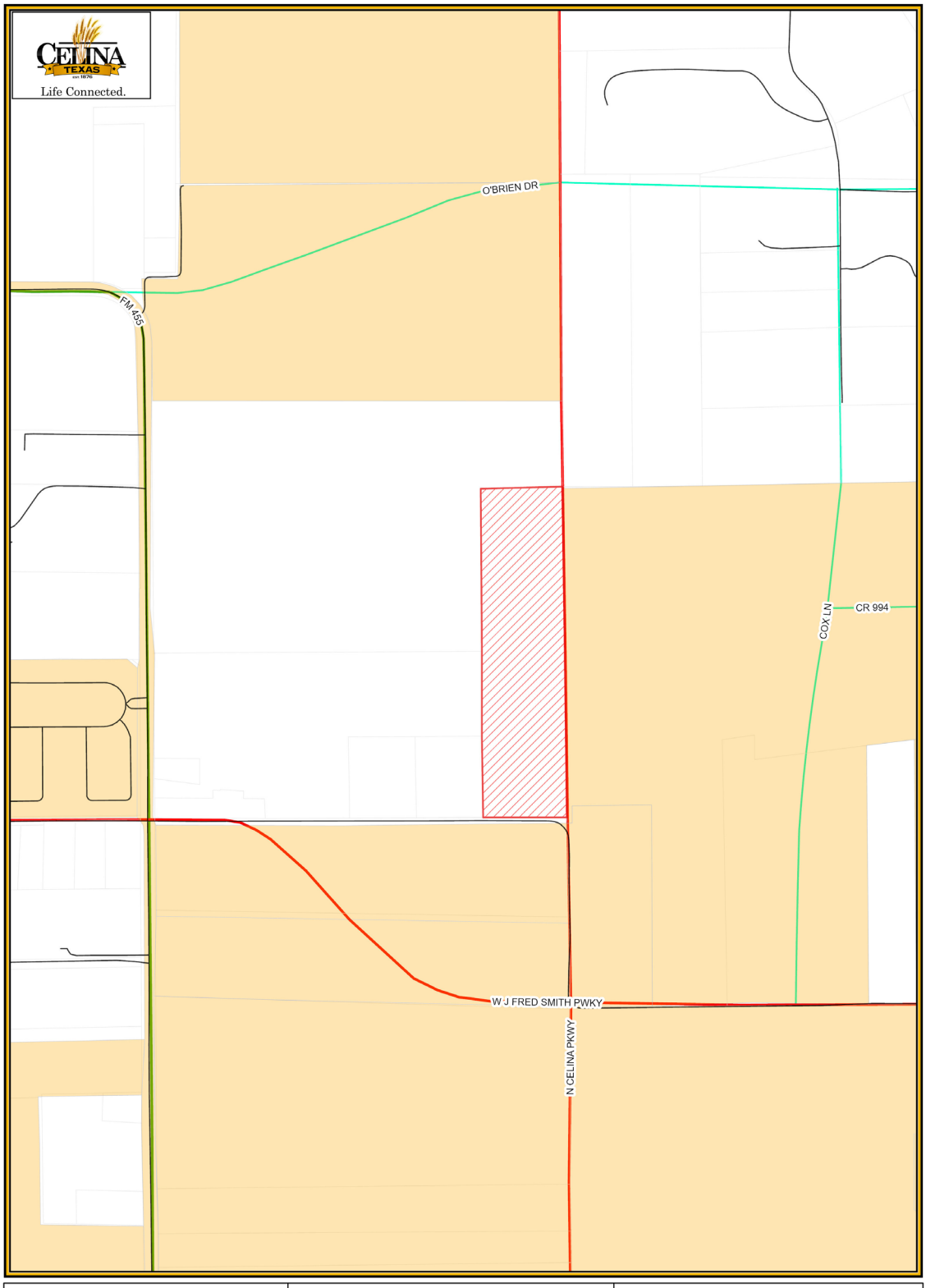
THENCE South 00°28'30" East with the east line of said 25.017 acre tract and the west line of said Tract IV, a distance of 2,072.02 feet to a metal fence corner post found in the north line of County Road 57 for the southeast corner of said 25.017 acre tract;

THENCE North 88°40'09" West, with the south line of said 25.017 acre tract and the north line of said County Road 57, a distance of 529.59 feet to a metal fence corner post found for the southwest corner of said 25.017 acre tract in the east line of a called 5.00 acre tract described in the deed to 5H Ventures, LLC, as recorded in Instrument Number 20181211001505820, of said Official Public Records, from which a 5/8-inch iron rod found with a cap stamped "Cox 4577" bears South 04°08'54" West, a distance of 12.44 feet;

THENCE North 00°31'18" West, with the west line of said 25.017 acre tract, a distance of 2,050.17 feet to a 4" metal fence corner post found for the northwest corner of said 25.017 acre tract and the northeast corner of a called 41.8762 tract of land described as Tract 2 in the deed to TA Properties II, and in the south line of said Tract 1;

THENCE North 89°01'55" East, with the north line of said 25.017 acre tract and the south line of said Tract 1, a distance of 531.01 feet to the place of beginning and containing 25.089 acres of land, more or less.

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)



Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

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

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

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

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

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.

Attachment: Draft Ordinance (Young Tract - C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	November 8, 2022
Re:	Young Tract - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 26 acres to Mixed-Use District (MU), generally located at the northwest corner of future Celina Parkway and County Road 57. (Young Tract – Zoning) (McAfee)

Background Information:
This item is for the zoning of approximately 26 acres to Mixed-Use District (MU), generally located at the northwest corner of future Celina Parkway and County Road 57. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends denial.

CELINA TEXAS EST. 1876
Life Connected.

O'BRIEN DR
FM 455
COX LN
CR 994
W J FRED SMITH PWKY
N CELINA PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Young Tract Location Map
City of Celina

9/27/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Young Tract – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
YOUNG TRACT

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 26 ACRES LOCATED IN THE B. BREWTON SURVEY, ABSTRACT NO. 125, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CELINA PARKWAY AND COUNTY ROAD 57; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO MIXED-USE DISTRICT (MU); 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

Attachment: Draft Ordinance (Young Tract – Zoning)

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 Mixed-Use District (MU).

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 Mixed-Use (MU) zoning.

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.

Attachment: Draft Ordinance (Young Tract – Zoning)

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.

Attachment: Draft Ordinance (Young Tract – Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of November, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Young Tract – Zoning)

Exhibit A
Legal Description

Being all that certain tract or parcel of land situated in the B. Brewton Survey, Abstract Number 125, Collin County, Texas, and being all of a called 25.017 acre tract of land described in the deed to Gayla Young, as recorded in Instrument Number 2004-0027921, of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

THENCE at a 1/2-inch iron rod found for corner at the northeast corner of said 25.017 acre tract, the southeast corner of a called 41.8762 acre tract of land described as Tract 1 in the deed to TA Properties, II, as recorded in Instrument Number 2004-0156916, of said Official Public Records, the southwest corner of a called 20.141 acre tract of land described in the deed to Douglas J. Barker and Saundra K. Barker, as recorded in Instrument Number 20200922001618120, of said Official Public Records, and for the northwest corner of a called 121.65 acre tract of land described as Tract IV in the deed to G BAR 7, LTD, as recorded in Instrument Number 2005-0015684, of said Official Public Records;

THENCE South 00°28'30" East with the east line of said 25.017 acre tract and the west line of said Tract IV, a distance of 2,072.02 feet to a metal fence corner post found in the north line of County Road 57 for the southeast corner of said 25.017 acre tract;

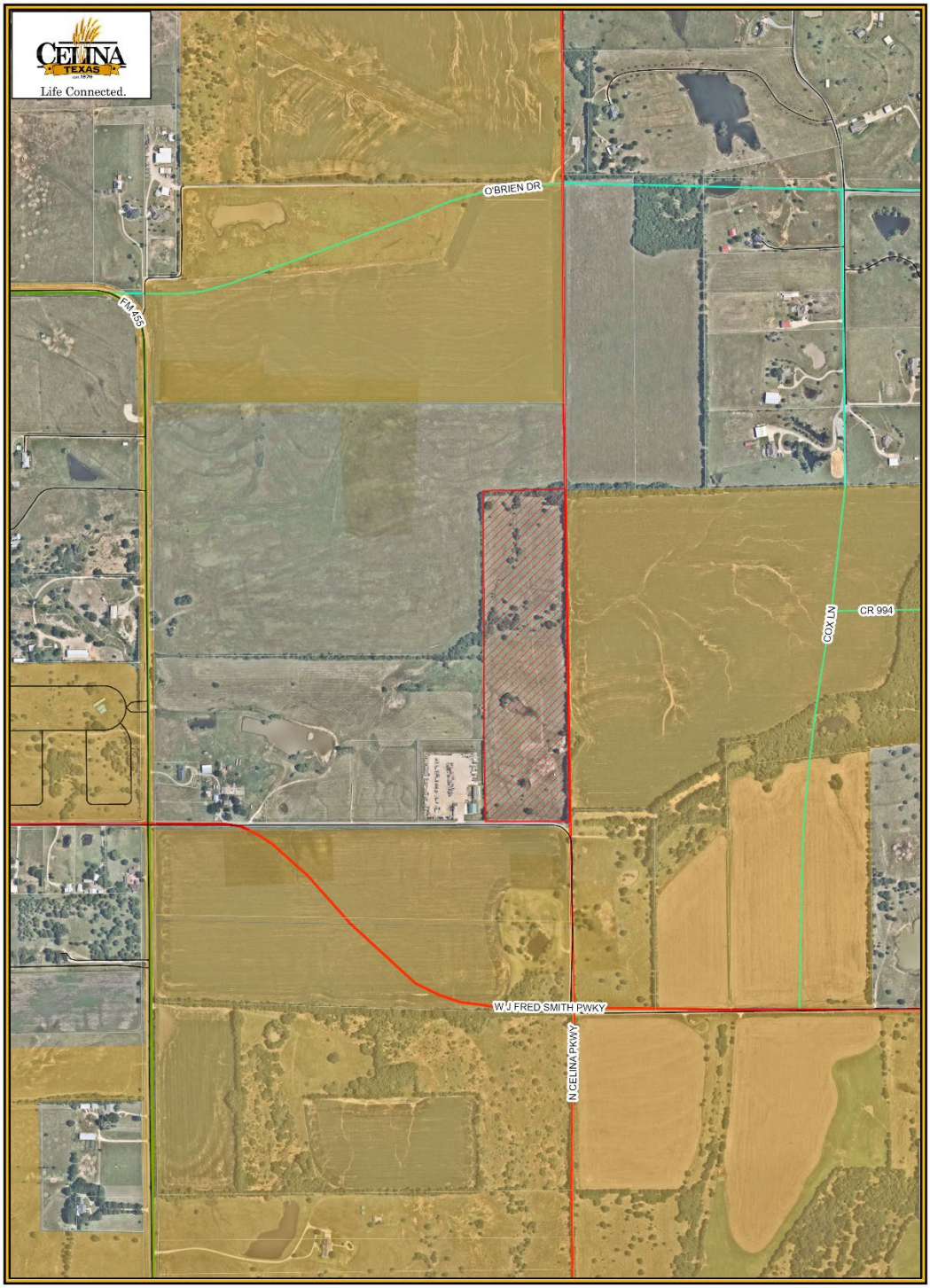
THENCE North 88°40'09" West, with the south line of said 25.017 acre tract and the north line of said County Road 57, a distance of 529.59 feet to a metal fence corner post found for the southwest corner of said 25.017 acre tract in the east line of a called 5.00 acre tract described in the deed to 5H Ventures, LLC, as recorded in Instrument Number 20181211001505820, of said Official Public Records, from which a 5/8-inch iron rod found with a cap stamped "Cox 4577" bears South 04°08'54" West, a distance of 12.44 feet;

THENCE North 00°31'18" West, with the west line of said 25.017 acre tract, a distance of 2,050.17 feet to a 4" metal fence corner post found for the northwest corner of said 25.017 acre tract and the northeast corner of a called 41.8762 tract of land described as Tract 2 in the deed to TA Properties II, and in the south line of said Tract 1;

THENCE North 89°01'55" East, with the north line of said 25.017 acre tract and the south line of said Tract 1, a distance of 531.01 feet to the place of beginning and containing 25.089 acres of land, more or less.

Attachment: Draft Ordinance (Young Tract – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Young Tract – Zoning)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Anthony Satarino, Strategic Services Director
Date:	November 8, 2022
Re:	Performance Measures for Police and Fire Departments

Action Requested:

Consider and act to award RFP 2022-0149 for Performance Measures for Police and Fire Departments to Center for Public Safety Management in an amount not to exceed $144,369.00. (Satarino)

Background Information:

The City is seeking to identify key performance metrics in each of the City's departments. This information will be used to advise Staff and City Council concerning budgetary items. Staff has chosen public safety (Police and Fire Departments) to begin the process of performance metrics as these functions are critical to the health and safety of the City and are most vulnerable to population growth and expansion. The use of a consultant to evaluate the current status of the these departments, as well as establish baseline metrics will ensure that the departments will strategically grow in the future.

On September 13, 2022, the City received responses to RFP 2022-0149 for Performance Measures for Police and Fire Departments. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred and eighty three vendors were notified. Two responses were received and included Center for Public Safety Management and Fitch & Associates.

Initial review was completed by Purchasing and forwarded to staff for evaluation. Staff reviewed the proposals and based on their final scores recommend award to the Center for Public Safety Management.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

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

Supporting Documents:

Scoring Summary

Staff Recommendation:
Award RFP # 2022-0149

Supplier Scoring Summary 2022-0149 Addendum 1 - Performance Measures for Police and Fire Dept.

Supplier	Rank	Score		Bid Evaluation	Overall Ability to Meet City's Objectives	Experience with Similar Projects	Experience of the Project Team	Cost
		100			50	30	10	10
Center for Public Safety Manag	1	84.48			43	28	8	6
Fitch & Associates LLC	2	81.75			43	22	7	10
		83.12			**42.50**	**24.88**	**7.63**	**8.12**

Attachment: Scoring Summary for Council (Performance Measures for Police and Fire Departments)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	November 8, 2022
Re:	Law Enforcement Center, GMP Amendment 2

Action Requested:

Consider and act to authorize the Guaranteed Maximum Price (GMP) Amendment 2 for the construction of the Law Enforcement Center Building, Phase 1 to Lee Lewis Construction in the amount of $23,306,708.00 for a guaranteed maximum amount not to exceed $31,321,873.00 (total project cost). (Berry)

Background Information:

On June 7, 2021 Council authorized the award of RFP 2021-0082 for construction manager at risk (CMAR) services for phase 1 of the Law Enforcement Center project to Lee Lewis Construction, Inc. On September 13, 2022 Council authorized GMP Amendment 1 in the amount of $8,015,165.00 for the earthwork and utilities. The building design is complete and the CMAR issued bids for the building construction. Lee Lewis presented the GMP Amendment 2 for the building construction to staff for review. Staff is requesting authorization to begin the building construction.

Alternatives:

Council may reject the amendment and direct staff.

Financial Considerations:

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

Legal Review:

Construction Documents have been previously reviewed and approved.

Supporting Documents:

GMP Amendment 2
Presentation

Staff Recommendation:

Authorize the GMP Amendment 2

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 2 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Lee Lewis Construction, Inc.**., (hereinafter referred to as the "Contractor/Construction Manager") for **the construction of the Law Enforcement Center (Police Bldg Phase 1)**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 2 modifies the following conditions to the original contract.

1. Article 1 Contract Documents, item 8 add:
    a. Amendment 2: GMP
2. Amended Guaranteed Maximum Price: **$31,321,873.00**

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

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

CITY OF CELINA	LEE LEWIS CONSTRUCTION
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: Binder1 - GMP Amendment 2 (CMAR - Law Enforcement Center Police Bldg - GMP Amendment 2)

Lee Lewis Construction, Inc.

October 28, 2022

City of Celina
405 W Walnut St.
Celina, TX 75009

Attn: Kimberly Brawner
Re: Celina Police Department

Ms. Brawner,

Please allow this letter to serve as our request for your acceptance of our Revised Guaranteed Maximum Price. Lee Lewis Construction proposes the GMP construction phase services to complete the base scope of Celina Police Department for the Revised Guaranteed Maximum Price as listed below per the construction documents prepared by Brinkley Sargent Wiginton Architects Dated September 2, 2022.

Total Revised GMP: $ 31,321,873.00
Alternate 1: Rejected

We appreciate the opportunity to work with the City of Celina. We commend the proactive teamwork taken to reduce the project's initial pricing of $34,689,221 to our current proposed Revised GMP amount. It is a testament to how our teamwork has brought this project to fruition. Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Devin Sherman
Chief Estimator – Vice President

Attachment: Exhibit B-GMP Summary

Attachment: Binder1 - GMP Amendment 2 (CMAR - Law Enforcement Center Police Bldg - GMP Amendment 2)

17177 Preston Road
Suite 160
P.O. Box 795037
Dallas, TX 75379
972-818-0700

Proj:	**Celina Police Department**	*Bldg Area:*	**38,081** sf		
Loc:	**S. Coit Rd. & Punk Carter Pkwy. Celina TX.**	*Site Area:*	**1,105,049** sf	**25.4** Acres	
Owner:	**City of Celina**	*Schedule:*	**14** mo		
Arch:	**BSW Architects**	*ADDENDA (1,2)*			
Bid Date:	**Tuesday, September 27 @ 2:00pm**	*ALTERNATES: 1*			

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/S
Div 1 Costs						0	0
	GENERAL CONDITIONS			182,127	423,335	605,462	15
	COST OF WORK		413,357			413,357	10
	PRECONSTRUCTION		5,000			5,000	0
	BUILDING PERMIT	BY OWNER	BY OWNER			0	0
	SURVEY AND LAYOUT		W/EARLY RELEASE			0	0
	TESTING LAB SERVICES	BY OWNER	BY OWNER			0	0
						0	0
Cont/Allow						0	0
						0	0
	SELECT FIT OF DRAWERS - SPECIALIZED STORAGE CABINET		300			300	0
	GLAZING FILM ALLOWANCE		15,000			15,000	0
	ALLOWANCE TO LABEL WALLS "FIRE AND/OR SMOKE BARRIER-PROTECT ALL OPENINGS		5,000			5,000	0
	1 INTEGRAL 'IN USE' SIGN @ MEETING & CONFERENCE ROOMS		5,000			5,000	0
	PAINTED LETTER SIGNAGE: 8 ADDITIONAL MESSAGES @ 10 LETTERS EACH		5,000			5,000	0
	PAINTED LETTER SIGNAGE: PERMANENTLY LABEL WALLS		5,000			5,000	0
						0	0
Site Costs						0	0
						0	0
31B	PEST CONTROL	Texoma Pest Management	2,700			2,700	0
32A	UNIT PAVERS	Arlington Pavers	8,680			8,680	0
32B	LANDSCAPING	A&A Landscape & Irrigation	632,748			632,748	16
32B.1	LIMESTONE BLOCK RETAINING WALLS		w/ masonry			0	0
32C	SYNTHETIC GRASS SURFACING	TurfPro	14,028			14,028	0
32D	PAVEMENT MARKINGS	ATC Lonestar Services	12,900			12,900	0
32E	FENCES & GATES	Backwater Fence	660,587			660,587	17
32F	DUMPSTER GATE ENCLOSURE FENCING/PANELS	Backwater Fence	w/Fencing			0	0
32F	ASPHALT PAVING	Colt Asphalt	35,004			35,004	0
33A	MISC UTILITY PIPING FOR LANDSCAPE	Pennington Utilities	203,015			203,015	5
						0	0
Bldg. Cost						0	0
						0	0
03A	CONCRETE	Texas Bluebonnet Concrete, Inc.	2,002,978			2,002,978	52
03B	CONCRETE FLOOR SEALING	Johnson & Sons	3,896			3,896	0
03C	POLISHED CONCRETE	Johnson & Sons	9,801			9,801	0
04A	MASONRY	Artisan Masonry	1,433,604			1,433,604	37
05A	STEEL	Russellville Steel Company,Inc	710,791			710,791	18
	MISC STEEL	LLCI	136,230			136,230	3
	STEEL ERECTION	S&D Erectors	W/STEEL			0	0
05B	ALUMINUM CORNER GUARD RAILS	Artisan Style Ironworks	2,840			2,840	0
06A	ROUGH CARPENTRY - In Wall Blocking	LLCI	166,017			166,017	4
06B	HEAVY TIMBER FRAMING	Timber Systems	2,099,957			2,099,957	55
06C	GLU-LAM FRAMING	Timber Systems	w/HEAVY TIMBER			0	0
06D	MILLWORK	Eureka Woodworks	277,683			277,683	7
07A	WATERPROOFING	Angel Waterproofing	153,867			153,867	4
07B	ROOFING	Anchor Roofing	35,384			35,384	0
07C	COMPOSITE METAL PANELS	NOW Specialties, Inc.	459,650			459,650	12
07D	EXPANSION JOINTS	TM Moytex	21,600			21,600	0
08A	DOORS, FRAMES, HARDWARE	Thornton Commercial Doors	427,069			427,069	11
08B	OVERHEAD COILING DOORS	Overhead Door	18,700			18,700	0
08C	GLASS AND GLAZING	Texas Industrial Glass	1,452,052			1,452,052	38
08D	SKYLIGHTS	NIC	NIC			0	0
08E	LOUVERS	Dallas Mechanical Group	w/HVAC			0	0
08F	ACCESS DOORS	LLCI	4,020			4,020	0
09A	DRYWALL	Triphase Interiors	850,900			850,900	22
09B	TILING	PDL Designs	315,829			315,829	8
09C	RESILIENT AND CARPET	PDL Designs	201,281			201,281	5
09D	RESILIENT ATHLETIC FLOORING	PDL Designs	W/Resilient			0	0
09E	PAINTING	Parrent's Painting, Inc.	220,057			220,057	5
10A	MARKERBOARDS	Texas Specialties	30,127			30,127	0
10B	SIGNAGE	Benchmark Signs	62,374			62,374	1
10C	TOILET PARTITIONS	Texas Specialties	62,702			62,702	1
10D	WIRE MESH PARTITIONS	interStor Design Associates	21,750			21,750	0
10E	WALL & DOOR PROTECTION	Texas Specialties	6,089			6,089	0
10F	CANOPIES	Avadek	170,162			170,162	4
	CANOPY AT COURTYARD	Infinity Canopy	68,540			68,540	1
10G	LOCKERS	Texas Specialties	29,875			29,875	0
10H	EVIDENCE & SPECIALTY LOCKERS	Spacesaver/ Texas Specialties	413,917			413,917	10
	LONG GUN LOCKERS	Texas Specialties	w/Evidence Lockers			0	0
10I	FLAGPOLES	Spectrum	45,361			45,361	1
10J	ROOF EQUIPMENT SCREENS	RoofScreen Mfg.	856,982			856,982	22
10K	KNOX BOX	Texas Specialties	4,075			4,075	0
10L	DEAL TRAY'S	Texas Industrial Glass	w/Glass			0	0
10M	SPECIALTY STORAGE CABINET	Alpha Material Handling	4,356			4,356	0
10N	BIKE RACKS	Dero	1,148			1,148	0

Attachment: Binder1 - GMP Amendment 2 (CMAR - Law Enforcement Center Police Bldg - GMP Amendment 2)

Proj:	**Celina Police Department**	*Bldg Area:*	**38,081** sf		
Loc:	**S. Coit Rd. & Punk Carter Pkwy. Celina TX.**	*Site Area:*	**1,105,049** sf	**25.4** Acres	
Owner:	**City of Celina**	*Schedule:*	**14** mo		
Arch:	**BSW Architects**	*ADDENDA (1,2)*			
Bid Date:	**Tuesday, September 27 @ 2:00pm**	*ALTERNATES: 1*			

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/S
10O	DETENTION EQUIPMENT	Spacesaver/Armag	49,030			49,030	1
10P	TRANSACTION WINDOW INTERCOM	Texas Industrial Glass	w/Glass			0	0
11A	RESIDENTIAL APPLIANCES	Expressions Home Gallery	52,160			52,160	1
	AIR SCRUBBER - ATMOS AIR	Texas Air Systems	960			960	0
11B	LABORATORY EQUIPMENT & CASEWORK	Hallmark Casework	171,169			171,169	4
12A	WINDOW TREATMENT	Kenmark Interiors	141,111			141,111	3
12B	STAINLESS STEEL COUNTERTOPS	GST Manufacturing	23,970			23,970	0
21A	FIRE SPRINKLER	Service Fire	321,198			321,198	8
22A	PLUMBING	Burdett Plumbing	938,450			938,450	24
	FUEL STORAGE SYSTEM	The Hill Company	w/Plumbing			0	0
23A	MECHANICAL	Dallas Mechanical Group	1,484,735			1,484,735	38
	HVAC CONTROLS	Climatec	199,418			199,418	5
	TEST & BALANCE	Dallas Mechanical Group	NEBB-w/HVAC			0	0
26A	ELECTRICAL	Able Electric	3,015,721			3,015,721	79
27A	DATA	Advanced Connections	228,707			228,707	6
27B	AUDIO - VISUAL	Visionality	311,458			311,458	8
	SPEAKERS	Visionality	w/AV			0	0
28A	SECURITY	Enterprise Security Solutions	274,026			274,026	7
28B	FIRE ALARM	Firetronix Systems of Texas	32,595			32,595	0
	EMERGENCY RESPONDER RADIO	SpeakEZ	44,450			44,450	1
						0	0
		Owner OK	22,094,138	182,127	423,335	22,699,600	596
		Percent Cost:	97.3%	0.8%	1.9%		
		(MISC)	LAB BURDEN		42.00%	42.00%	177,801	4
			Sales Tax		EXEMPT	0.00%	0	0
			Sub Total				22,877,401	600
			B.R./G.L.				120,747	3
			Owner Contingency			3.0%	689,944	18
			Contractor Contingency			2.0%	459,963	12
			Fee			2.5%	603,701	15
						Total	24,751,756	649
						P & P Bond (Time Adjusted)	180,424	4
						Total With Bond	24,932,180	654
						Early Release GMP	8,015,165	210
						Total GMP	32,947,345	865
						Accepted VE	(1,625,472)	(42
						Total GMP	31,321,873	822

Alt. #	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/S
1	Provide Shade Structure and Canopy Over the Work-Out Yard West of the Asset					0	0
	Shade Structure #2 - Workout yard	Infinity Canopy	43,340			43,340	0
	Concrete	Texas Blue Bonnet	5,036			5,036	0
						0	0
						0	0
		Owner OK	48,376	0	0	48,376	0
		Percent Cost:	100.0%	0.0%	0.0%		
		(MISC)	LAB BURDEN		42.00%	42.00%	0	0
		Bldrs. Risk $52	Sales Tax			0.00%	0	0
		Gen. Liab. $203	Sub Total				48,376	0
		OPL $164	B.R./G.L./OPL				420	0
			AGC Fee				1,348	0
		P&P Bond 0.72%	Fee			2.5%	1,220	0
						Total	51,364	0
						P & P Bond (Time Adjusted)	372	
						Total With Bond	51,736	

Attachment: Binder1 - GMP Amendment 2 (CMAR - Law Enforcement Center Police Bldg - GMP Amendment 2)

Proj:	**Celina Police Department**	*Bldg Area:*	**38,081** sf		
Loc:	**S. Coit Rd. & Punk Carter Pkwy. Celina TX.**	*Site Area:*	**1,105,049** sf	**25.4** Acres	
Owner:	**City of Celina**	*Schedule:*	**14** mo		
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Bid Date:	**Tuesday, September 27 @ 2:00pm**	*ALTERNATES: 1*			

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/S
Div 1 Costs						0	0
	GENERAL CONDITIONS			182,127	423,335	605,462	15
	COST OF WORK		413,357			413,357	10
	PRECONSTRUCTION		5,000			5,000	0
	BUILDING PERMIT	BY OWNER	BY OWNER			0	0
	SURVEY AND LAYOUT		W/EARLY RELEASE			0	0
	TESTING LAB SERVICES	BY OWNER	BY OWNER			0	0
						0	0
Cont/Allow						0	0
						0	0
	SELECT FIT OF DRAWERS - SPECIALIZED STORAGE CABINET		300			300	0
	GLAZING FILM ALLOWANCE		15,000			15,000	0
	ALLOWANCE TO LABEL WALLS "FIRE AND/OR SMOKE BARRIER-PROTECT ALL OPENINGS		5,000			5,000	0
	1 INTEGRAL 'IN USE' SIGN @ MEETING & CONFERENCE ROOMS		5,000			5,000	0
	PAINTED LETTER SIGNAGE: 8 ADDITIONAL MESSAGES @ 10 LETTERS EACH		5,000			5,000	0
	PAINTED LETTER SIGNAGE: PERMANENTLY LABEL WALLS		5,000			5,000	0
						0	0
Site Costs						0	0
						0	0
31B	PEST CONTROL	Texoma Pest Management	2,700			2,700	0
32A	UNIT PAVERS	Arlington Pavers	8,680			8,680	0
32B	LANDSCAPING	A&A Landscape & Irrigation	632,748			632,748	16
32B.1	LIMESTONE BLOCK RETAINING WALLS		w/ masonry			0	0
32C	SYNTHETIC GRASS SURFACING	TurfPro	14,028			14,028	0
32D	PAVEMENT MARKINGS	ATC Lonestar Services	12,900			12,900	0
32E	FENCES & GATES	Backwater Fence	660,587			660,587	17
32F	DUMPSTER GATE ENCLOSURE FENCING/PANELS	Backwater Fence	w/Fencing			0	0
32F	ASPHALT PAVING	Colt Asphalt	35,004			35,004	0
33A	MISC UTILITY PIPING FOR LANDSCAPE	Pennington Utilities	203,015			203,015	5
						0	0
Bldg. Cost						0	0
						0	0
03A	CONCRETE	Texas Bluebonnet Concrete, Inc.	2,002,978			2,002,978	52
03B	CONCRETE FLOOR SEALING	Johnson & Sons	3,896			3,896	0
03C	POLISHED CONCRETE	Johnson & Sons	9,801			9,801	0
04A	MASONRY	Artisan Masonry	1,433,604			1,433,604	37
05A	STEEL	Russellville Steel Company,Inc	710,791			710,791	18
	MISC STEEL	LLCI	136,230			136,230	3
	STEEL ERECTION	S&D Erectors	W/STEEL			0	0
05B	ALUMINUM CORNER GUARD RAILS	Artisan Style Ironworks	2,840			2,840	0
06A	ROUGH CARPENTRY - In Wall Blocking	LLCI	166,017			166,017	4
06B	HEAVY TIMBER FRAMING	Timber Systems	2,099,957			2,099,957	55
06C	GLU-LAM FRAMING	Timber Systems	w/HEAVY TIMBER			0	0
06D	MILLWORK	Eureka Woodworks	277,683			277,683	7
07A	WATERPROOFING	Angel Waterproofing	153,867			153,867	4
07B	ROOFING	Anchor Roofing	35,384			35,384	0
07C	COMPOSITE METAL PANELS	NOW Specialties, Inc.	459,650			459,650	12
07D	EXPANSION JOINTS	TM Moytex	21,600			21,600	0
08A	DOORS, FRAMES, HARDWARE	Thornton Commercial Doors	427,069			427,069	11
08B	OVERHEAD COILING DOORS	Overhead Door	18,700			18,700	0
08C	GLASS AND GLAZING	Texas Industrial Glass	1,452,052			1,452,052	38
08D	SKYLIGHTS	NIC	NIC			0	0
08E	LOUVERS	Dallas Mechanical Group	w/HVAC			0	0
08F	ACCESS DOORS	LLCI	4,020			4,020	0
09A	DRYWALL	Triphase Interiors	850,900			850,900	22
09B	TILING	PDL Designs	315,829			315,829	8
09C	RESILIENT AND CARPET	PDL Designs	201,281			201,281	5
09D	RESILIENT ATHLETIC FLOORING	PDL Designs	W/Resilient			0	0
09E	PAINTING	Parrent's Painting, Inc.	220,057			220,057	5
10A	MARKERBOARDS	Texas Specialties	30,127			30,127	0
10B	SIGNAGE	Benchmark Signs	62,374			62,374	1
10C	TOILET PARTITIONS	Texas Specialties	62,702			62,702	1
10D	WIRE MESH PARTITIONS	interStor Design Associates	21,750			21,750	0
10E	WALL & DOOR PROTECTION	Texas Specialties	6,089			6,089	0
10F	CANOPIES	Avadek	170,162			170,162	4
	CANOPY AT COURTYARD	Infinity Canopy	68,540			68,540	1
10G	LOCKERS	Texas Specialties	29,875			29,875	0
10H	EVIDENCE & SPECIALTY LOCKERS	Spacesaver/ Texas Specialties	413,917			413,917	10
	LONG GUN LOCKERS	Texas Specialties	w/Evidence Lockers			0	0
10I	FLAGPOLES	Spectrum	45,361			45,361	1
10J	ROOF EQUIPMENT SCREENS	RoofScreen Mfg.	856,982			856,982	22
10K	KNOX BOX	Texas Specialties	4,075			4,075	0
10L	DEAL TRAY'S	Texas Industrial Glass	w/Glass			0	0
10M	SPECIALTY STORAGE CABINET	Alpha Material Handling	4,356			4,356	0
10N	BIKE RACKS	Dero	1,148			1,148	0

Attachment: Binder1 - GMP Amendment 2 (CMAR - Law Enforcement Center Police Bldg - GMP Amendment 2)

Proj:	**Celina Police Department**	*Bldg Area:*	**38,081** sf		
Loc:	**S. Coit Rd. & Punk Carter Pkwy. Celina TX.**	*Site Area:*	**1,105,049** sf	**25.4** Acres	
Owner:	**City of Celina**	*Schedule:*	**14** mo		
Arch:	**BSW Architects**	*ADDENDA (1,2)*			
Bid Date:	**Tuesday, September 27 @ 2:00pm**	*ALTERNATES: 1*			

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/S
10O	DETENTION EQUIPMENT	Spacesaver/Armag	49,030			49,030	1
10P	TRANSACTION WINDOW INTERCOM	Texas Industrial Glass	w/Glass			0	0
11A	RESIDENTIAL APPLIANCES	Expressions Home Gallery	52,160			52,160	1
	AIR SCRUBBER - ATMOS AIR	Texas Air Systems	960			960	0
11B	LABORATORY EQUIPMENT & CASEWORK	Hallmark Casework	171,169			171,169	4
12A	WINDOW TREATMENT	Kenmark Interiors	141,111			141,111	3
12B	STAINLESS STEEL COUNTERTOPS	GST Manufacturing	23,970			23,970	0
21A	FIRE SPRINKLER	Service Fire	321,198			321,198	8
22A	PLUMBING	Burdett Plumbing	938,450			938,450	24
	FUEL STORAGE SYSTEM	The Hill Company	w/Plumbing			0	0
23A	MECHANICAL	Dallas Mechanical Group	1,484,735			1,484,735	38
	HVAC CONTROLS	Climatec	199,418			199,418	5
	TEST & BALANCE	Dallas Mechanical Group	NEBB-w/HVAC			0	0
26A	ELECTRICAL	Able Electric	3,015,721			3,015,721	79
27A	DATA	Advanced Connections	228,707			228,707	6
27B	AUDIO - VISUAL	Visionality	311,458			311,458	8
	SPEAKERS	Visionality	w/AV			0	0
28A	SECURITY	Enterprise Security Solutions	274,026			274,026	7
28B	FIRE ALARM	Firetronix Systems of Texas	32,595			32,595	0
	EMERGENCY RESPONDER RADIO	SpeakEZ	44,450			44,450	1
						0	0
		Owner OK	22,094,138	182,127	423,335	22,699,600	596
		Percent Cost:	97.3%	0.8%	1.9%		
		(MISC)	LAB BURDEN	42.00%	42.00%	177,801	4
			Sales Tax	EXEMPT	0.00%	0	0
			Sub Total			22,877,401	600
			B.R./G.L.			120,747	3
			Owner Contingency		3.0%	689,944	18
			Contractor Contingency		2.0%	459,963	12
			Fee		2.5%	603,701	15
					Total	24,751,756	649
					P & P Bond (Time Adjusted)	180,424	4
					Total With Bond	24,932,180	654
					Early Release GMP	8,015,165	210
					Total GMP	32,947,345	865
					Accepted VE	(1,625,472)	(42
					Total GMP	31,321,873	822

Alt. #	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total	$/S
1	Provide Shade Structure and Canopy Over the Work-Out Yard West of the Asset					0	0
	Shade Structure #2 - Workout yard	Infinity Canopy	43,340			43,340	0
	Concrete	Texas Blue Bonnet	5,036			5,036	0
						0	0
						0	0
		Owner OK	48,376	0	0	48,376	0
		Percent Cost:	100.0%	0.0%	0.0%		
		(MISC)	LAB BURDEN	42.00%	42.00%	0	0
		Bldrs. Risk $52	Sales Tax		0.00%	0	0
		Gen. Liab. $203	Sub Total			48,376	0
		OPL $164	B.R./G.L./OPL			420	0
			AGC Fee			1,348	0
		P&P Bond 0.72%	Fee		2.5%	1,220	0
					Total	51,364	0
					P & P Bond (Time Adjusted)	372	
					Total With Bond	51,736	

Attachment: Binder1 - GMP Amendment 2 (CMAR - Law Enforcement Center Police Bldg - GMP Amendment 2)

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CELINA POLICE HEADQUARTERS

November 8, 2022

Kimberly Brawner, P.E. – ACM
Chief John Cullison – Chief of Police

Attachment: 9 - D -- Police Headquarters GMP - 11.8.2022 CC - Brawner (CMAR - Law Enforcement Center

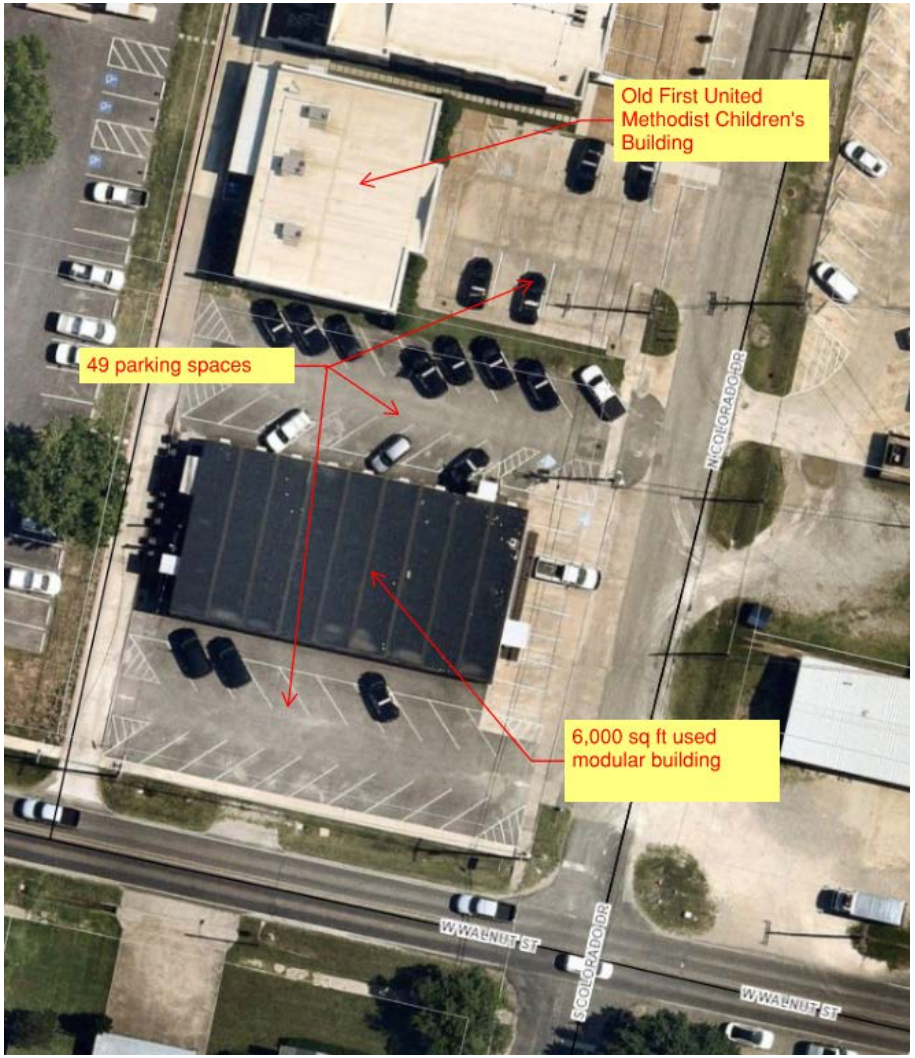
Slide 1

A0 [Mention was removed] [Mention was removed] This will be moved to the August, but we can all edit here
Author, 2022-06-08T13:37:10.231

Attachment: 9 - D -- Police Headquarters GMP - 11.8.2022 CC - Brawner (CMAR - Law Enforcement Center

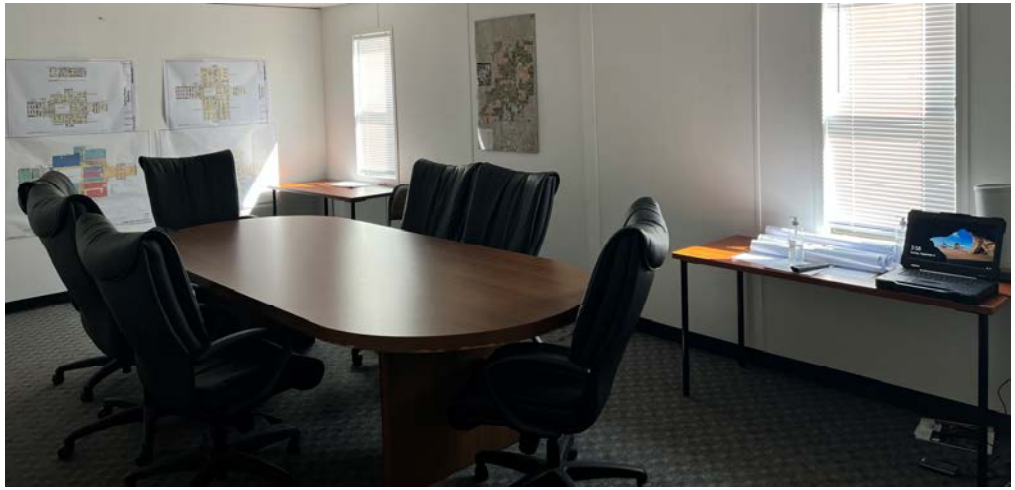
CELINA
104 N. COLORADO ST.

CELINA POLICE DEPARTMENT
110


Old First United Methodist Children's Building
49 parking spaces
6,000 sq ft used modular building
N COLORADO DR
W WALNUT ST
S COLORADO DR
W WALNUT ST

EXIT

EXIT



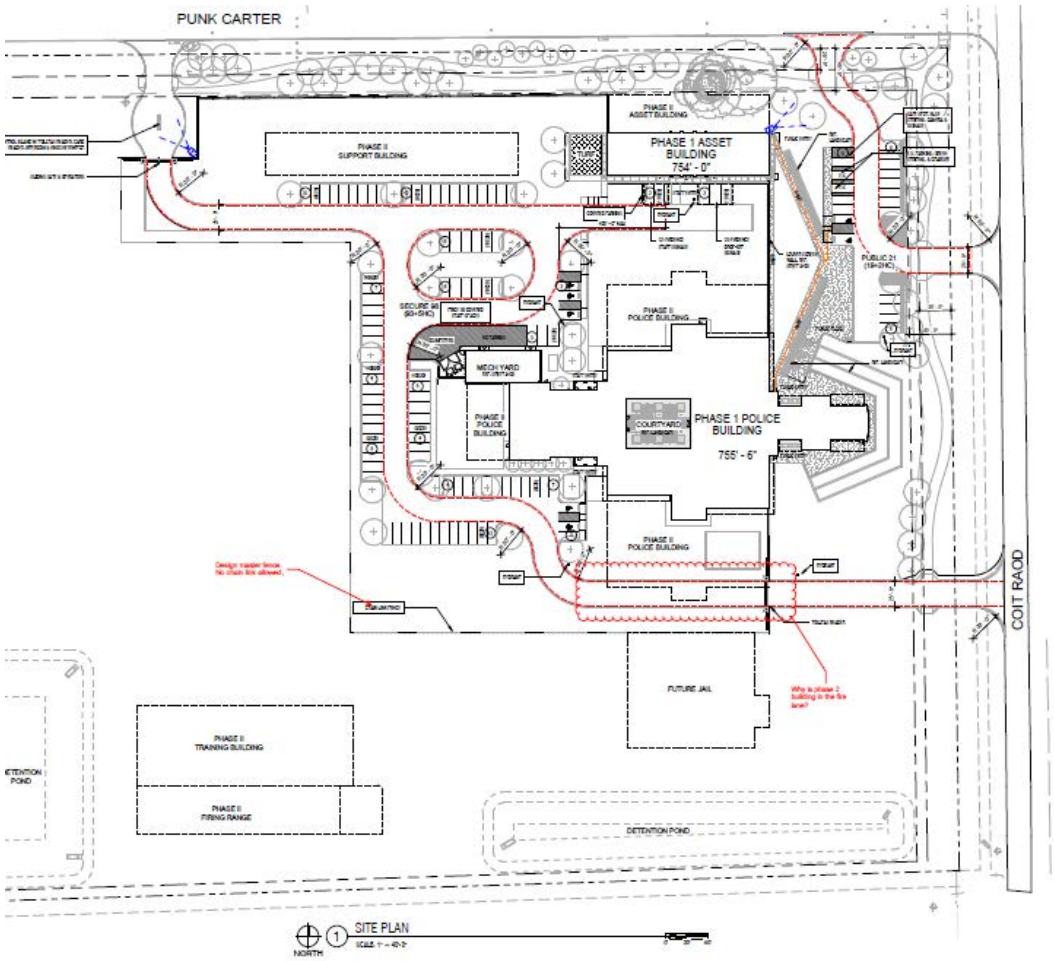
POLICE
CELINA
TEXAS

CELINA POLICE DEPARTMENT

COST ESCALATION

Provided by Lee Lewis

Date	Bid	Final
Phase 1 (Civil)		$8,015,165
Phase 2 (Building)	$34,659,221	$31,321,873



VALUE ENGINEERING

- Replaced RCP with PPE for storm water
- Removed Crime lab finish out
- Reduced landscaping to developed area only
- Modified Roof Screening
- Modify Tubbesing (IT)
- Earthwork modification to utilize existing rock as base material
- Reduced contingency from 10% to 5%

VE LOG

Lee Lewis Construction, Inc.

Item #	Initiation Date	Status	Design Package	Discipline	Location	General Item Description	Documented Meeting Discussion [Author / Date]	Cost Impact	ROM ($)	Cost Impact for Design?	Ball in Court (BIC)	Due Date
19	10/19/22		CD	Millwork	Interior	Line Bore w/ HD Dual Pin Shelf Clips	Eureka indicated that this was already in their base bid.		APPLIED TO BASE		Architect	10/21/2
21	10/12/22		CD	Waterproofing	Exterior	Remove anti-graffiti coating from masonry. Masonry sealing will still be included.		Deduct	$ (17,079)		Architect	10/21/2
22	09/27/22		CD	Composite Panels	Exterior	2-coat finish in lieu of 3-coat @ MP2 panels	Per Now-Warranty perior on color is 20 years and color will stay the same as specified.	Deduct	$ (24,202)		Architect	10/21/2
23	09/27/22		CD	Composite Panels	Exterior	2-coat finish in lieu of 3-coat @ MP1 & MP3 panels	Per Now-Warranty perior on color is 20 years and color will stay the same as specified.	Deduct	$ (3,421)		Architect	10/21/2
24c	10/26/22		CD	Roof Screen	Exterior	Change from specified Morin U-24B Panel to RoofScreen Mfg 3" Deep Rib Panel	Per Roof Screen, we can get custom color at no additional cost.		$ (175,993)			
26b	10/18/22		CD	Glass	Interior	Replace the laminated spandrel glass and associated rigid insulation/back pans with 1" insulated aluminum panels. Deduct was generated using a non-textured, painted dark bronze panel to match the framing system. Actual deduct value may vary depending on final finish selection.	Locations sent 10-25 Verify that 27a and 27b can't both be taken.	Deduct	$ (40,555)		Architect	10/21/2
29	09/27/22		CD	Drywall	Interior	To use USG #220 for ceiling tile in lieu of the Armstrong #770.	Sent to BSW & Celina @11:40am on 10/24 Accepted per Greg at 1:39pm on 10/24	Deduct	$ (4,270)			10/21/2
30R	10/13/22		CD	Acoustical Wrapped Panels	Interior	AWP panels to just above door height in lieu of full height (9') panels in rooms Acoustical wrapped panels (AWP1)-room 1311, 1313, 1314, 1315, 1405. Wall carpet to be from floor to door head height	Waiting on subs to modify pricing.	Deduct	$ (45,464)	Would save ($2,278) in Wall Carpet	Architect	10/22/2
31b	10/24/22		CD	Flooring	Interior	PT7 base in lieu of ES1 base where shown on drawings	Reached out to PDL	Deduct	$ (9,921)		Architect	10/27/2
33a	10/19/22		CD	Flooring	Interior	Lobby, Corridors and Break Room - Interface A001 and A002 high performance Luxury Vinyl Tile 9 x 39 planks.	BSW talking with supplier to verify discount for specified material.	Deduct	$ (20,886)		Architect	10/21/2
34	10/14/22		CD	Lockers	Interior	ASI Phenolic Class A Z-Tier Lockers in lieu of Columbia A Z-Tier lockers		Deduct	$ (2,557)		Architect	10/21/2
36	09/27/22		CD	Audio Visual	Interior	Alt. to Video Wall in room 1016: 100" Display x1, 85" Displays x2, 75" Display x1		Deduct	$ (13,342)		Architect	10/21/2
37	10/18/22		CD	Plumbing	Interior	Alternate plumbing fixtures and flush valves	Sent to BSW & Celina @12:00pm on 10/24 Accepted by Greg at 3:46pm on 10/24	Deduct	$ (9,382)		Architect	10/21/2
38	10/20/22		CD	Electrical/Dat a	Interior	Tubbesing Alt Design			$ (227,917)			
39	10/19/22		CD	Utilities	Exterior	City to puchase all utility meters.		Deduct	$ -		Owner	
41	10/24/22		CD	Electrical/Ligh ting	Interior	Alternate Lighting Package		Deduct	$ (58,568)		Architect	
42	10/24/22		CD	Flooring	Interior	Ceramic tile in showers in lieu of Concept Surfaces panels shown on drawings		Deduct	$ (16,277)		Architect	10/27/2
43	10/25/22		CD	Earthwork	Exterior	Crush onsite rock to utilize as flex base.	Waiting on soil analysis.	Deduct	$ (113,324)			
44	10/25/22		CD	Tile	Lobby Tile	Continue lobby tile to entry doors on each side of Reception area		ADD	$ 5,980			
46	10/25/22		CD	Resilient Athletic Flooring	Asset Building	Ultiflex EcoFit, color Blue Mood in lieu of DinoFlex at weight room in Asset building.		Deduct	$ (11,247)			
47	10/26/22		CD	Lab Equipment/Finishes	Asset Building	Remove lab equipment and casework. Remove lab finishes and have as shell at Asset Building.	Reached out to Hallmark @ 9:50am 10/26 PDL working on it	Deduct	$ (157,055)			
48	10/27/22		CD	Canopy Shade	Courtyard	Defer courtyard sunshade.		Deduct	$ (71,376)			
49	10/28/22		CD	Electrical	Interior	Change from copper to aluminum feeders inside building.	Get submission from ME to send to BSW. Get pricing.	Deduct	$ (78,686)			
50	10/29/22		CD	GC/OWNER	Project	Reduce GC Contingecy to 2% and Owner Contingency 3% based on a projected total project cost of $28,000,000 for a total of $1,400,000 in contingencies		Deduct	$ (469,508)			
53	10/26/22		CD	Fencing	Exterior	Change Ameristar Impasse II fencing to Ameristar Montage II Plus at all locations.		Deduct	$ (60,424)			

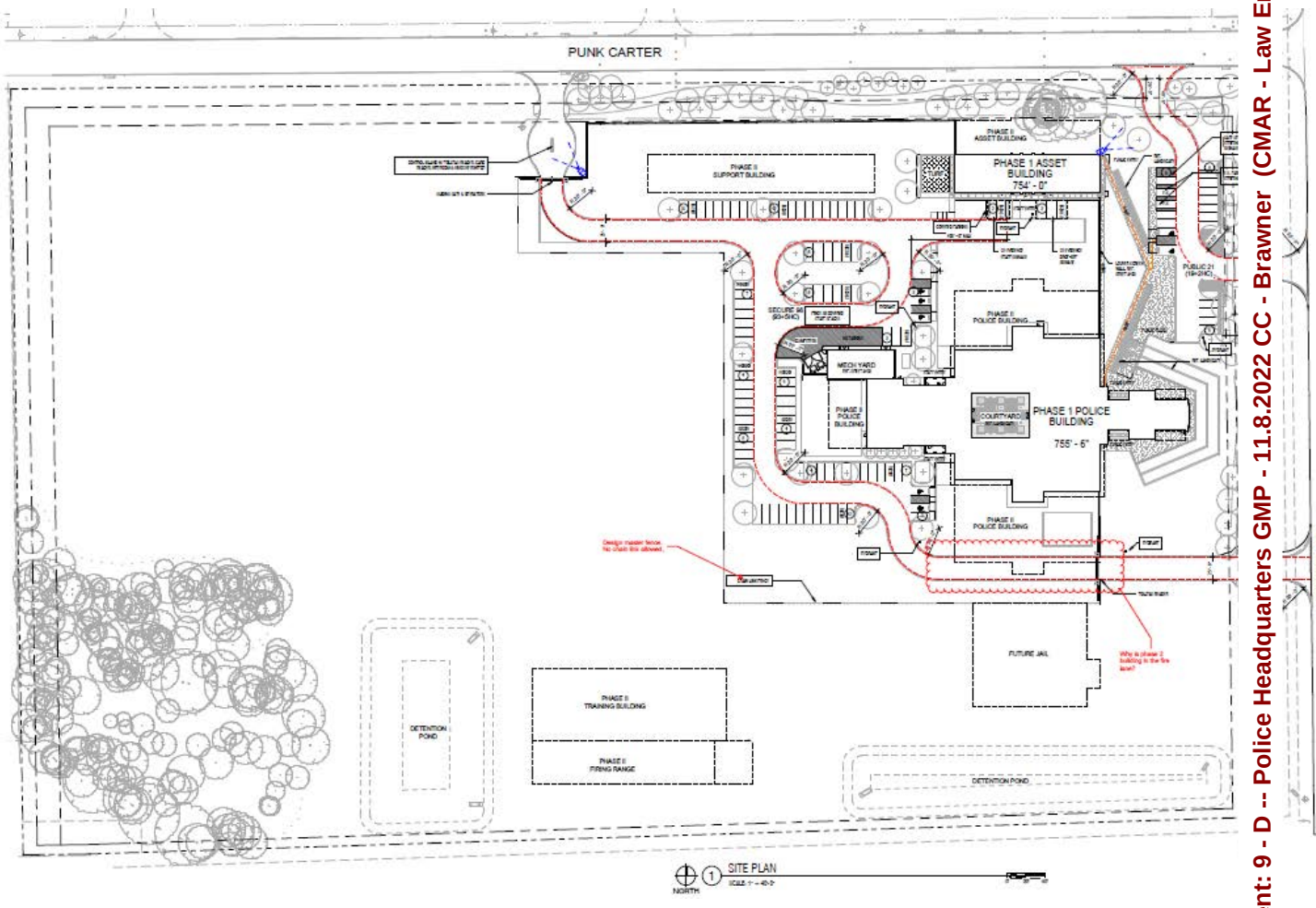
Total Pending VE	$ (686,013)
Total Rejected VE	$ (1,148,363.29)
Total Accepted VE	$ (1,625,472.32)
GMP 1-Early Release	8,015,165
GMP 2-Final Package	24,932,180
GMP 1 & 2 Total w/ Accepted VE	$ 31,321,873.07

Meeting: 10/21- 32,258,703

Attachment: 9 - D -- Police Headquarters GMP - 11.8.2022 CC - Brawner (CMAR - Law Enforcement Center

SCHEDULE

- 11/2022 – GMP Phase 1 Award
- 9/2022 – Groundbreaking
- 9/2023 – Construction Start
- 11/2023 – Phase 2 Award
- 1/2024 – Station operational



Attachment: 9 - D -- Police Headquarters GMP - 11.8.2022 CC - Brawner (CMAR - Law Enforcement Center

Life Connected.

Attachment: 9 - D -- Police Headquarters GMP - 11.8.2022 CC - Brawner (CMAR - Law Enforcement Center

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	November 8, 2022
Re:	Bid 2023-001 Legacy Hills WRF

Action Requested:

Consider and act to award bid 2023-001 for Legacy Hills Water Reclamation Facility (WRF) to Bar Constructors Inc., in an amount not to exceed $33,051,795.00. (Berry)

Background Information:

In July 2022, the City issued solicitation 2022-0175 for pre-qualifications statements for the bid for Legacy Hills Water Reclamation Facility (WRF). Two Hundred ninety-one vendors and plan rooms were sent notifications.

A pre-qualification and site visit meeting was held on July 18, 2022. Submittals were received on August 5, 2022, and were reviewed by Purchasing and the assigned engineer, Garver.

Contractors had to meet the minimum requirements that included:

1. Five years' experience in wastewater treatment plant (WWTP) or water treatment plant projects (WTP).
2. At least ten of the contractor's key personnel must have a minimum of five years' experience in WTP or WWTP construction projects.
3. Contractor must demonstrate successful completion of at least three WWTP or WTP projects with a dollar value of at least $15,000,000 and where one WWTP had a capacity of 1.0 MGD and all within the past ten years.
4. The contractor must demonstrate it has an experienced employee who will serve as the scheduler and who is dedicated to the project.
5. Contractor must have four key personnel for the project who have completed at least three WWTP projects as an employee of the firm submitting.

In addition, contractors had to provide financial and safety program information as well as the safety officer assigned.

Five contractors submitted and all five were deemed qualified to submit on the upcoming bid for the WRF.

Bid 2023-001 for the Legacy Hills Water Reclamation Facility project was issued on September 15, 2022, and responses were received and opened on October 24, 2022. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which five selected vendors from the pre-qualification package

vendors were notified.

An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittals and submitted a recommendation to award the bid to Bar Constructors, Inc. Staff concurs and is requesting award of the base bid and alternate item B.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available from bond, impact, and escrow funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Agreement has been previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement
Presentation

Staff Recommendation:
Award Bid # 2023-001

A0

LEGACY HILLS WATER RECLAMATION FACILITY

November 8, 2022

Andy Glasgow, P.E. – Director of Engineering

Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

Slide 1

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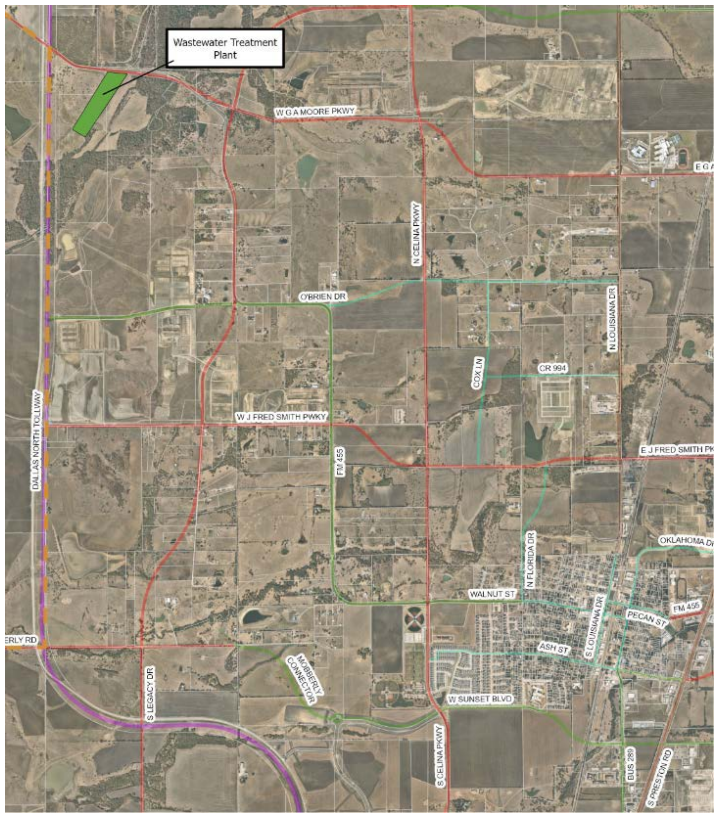
Author, 2022-06-08T13:37:10.231

Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

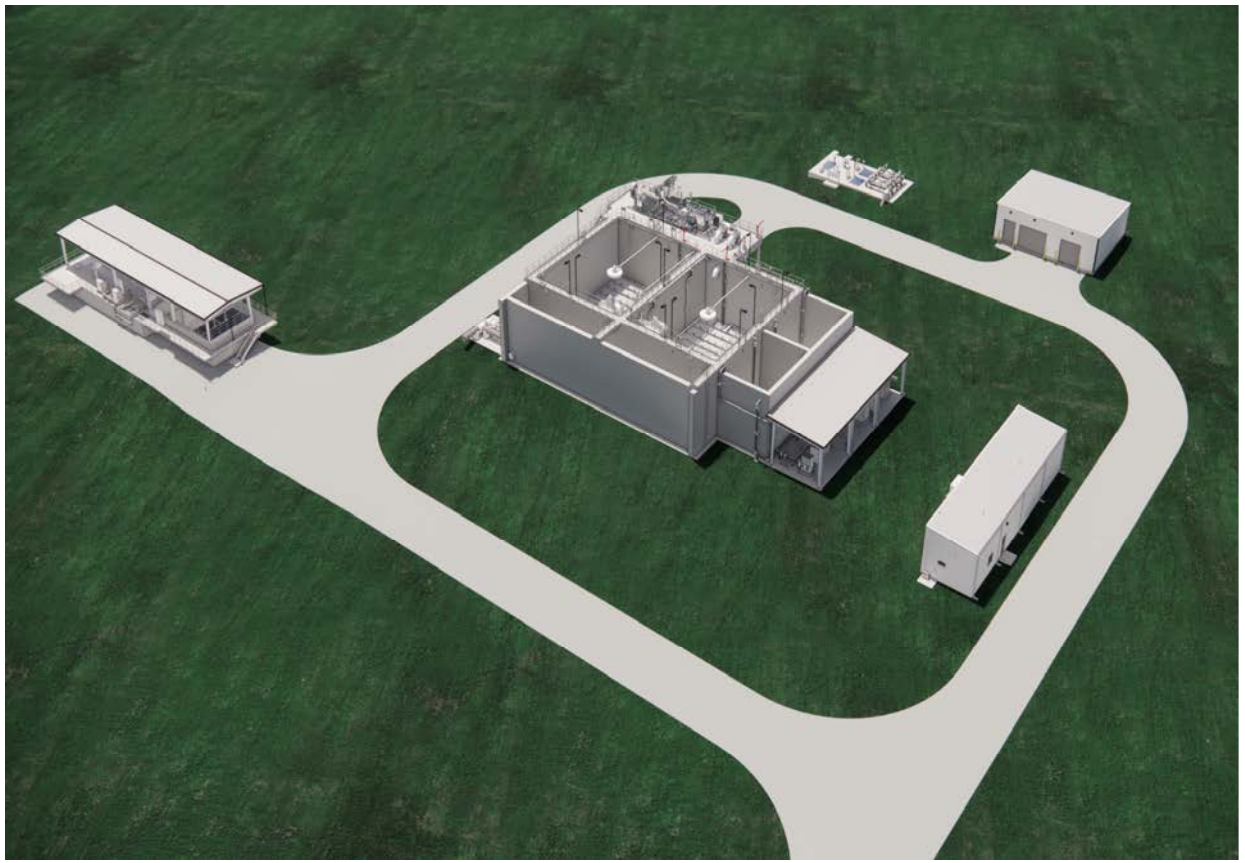
LOCATION & SITE MASTER PLAN



Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

PHASE I

- .95 MGD
- Bid - $33,051,795
- Construction Duration – 540 calendar days (18 mths)

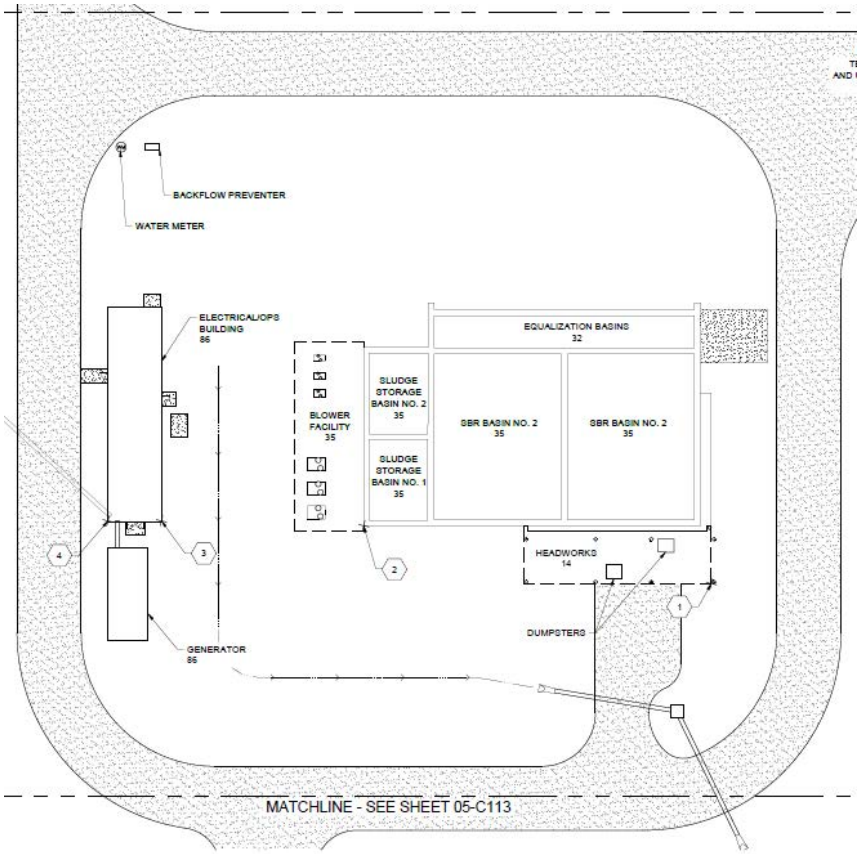


Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

COST ESCALATION

Market Volatility:

- 5/2021 - Design Kick-off Estimate: $15-$20 million
- 10/2021 - $20.8 million
- 2/2022 - $25 million
- 7/2022 - 100% Bid Estimate - $27.2 million



Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

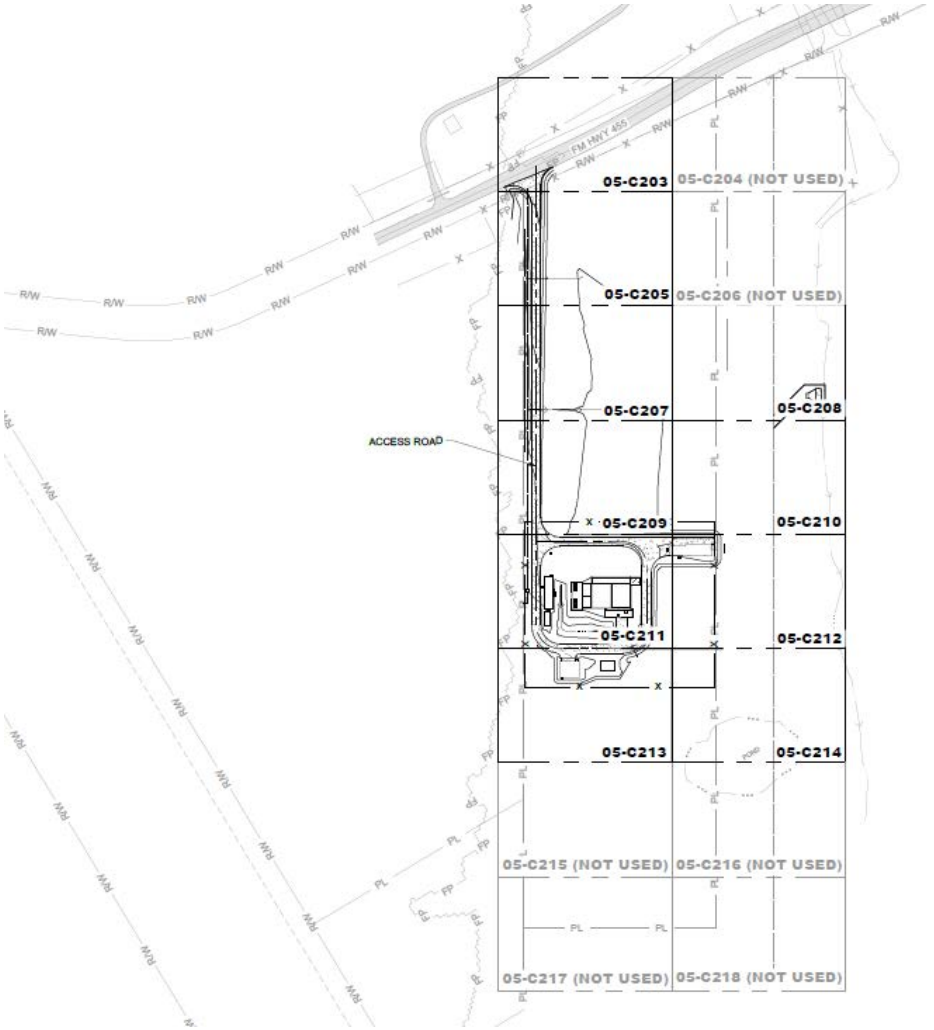
VALUE ENGINEERING

- Headworks - $500K million
- (Sequencing Batch Reactors) to be phased in future construction - $8 million
- Combined the operations and electrical buildings into 1 structure - $380K
- Site work only done for current phase only - $170K
- Gravel Driveways - $461K
- Security Fencing around Phase I only, not entire Master Planned site - $240K
- Deductive Alternate for process water - $472K
- Worked with Legacy Hills developer to secure fill for the site.
- Total estimated Value Engineering Savings - $10.2 million

Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

SCHEDULE

- TCEQ Permit received – 10/2022
- Council Award – 11/8/2022
- Construction Start – 12/2022
- Construction End – 5/2024
- Duration – 540 days



Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

QUESTIONS?

Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

Attachment: 9 - E -- Legacy Hills WRP - 11.8.2022 CC - AG KB (2023-001 Legacy Hills WRF)

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **CITY OF CELINA** ("Owner") and

Bar Constructors, Inc. ("Contractor").

Owner and Contractor 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:

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

The City of Celina's Legacy Hills Water Reclamation Facility Phase 1 Improvements include an influent pumping facility, influent flow metering facilities, headworks facility including influent screening with screenings transport and processing facilities together with grit removal with grit pumping and grit processing facilities, sequential batch reactor (SBR) facilities with SBR aeration blower facilities and post equalization with flow control station. Tertiary filtration facilities together with pumped backwashing facilities, are followed by ultraviolet disinfection facilities with an effluent metering facility. A non-potable water pump station and liquid hypochlorite handling and metering system are provided. An electrical distribution with adjoining office/laboratory facilities is provided together with a standby power generator unit. An effluent pipeline transports the treated flow to an outfall discharge structure located on an unnamed tributary of the Little Elm Creek. A waste activated sludge (WAS) pump station directs waste solids to sludge holding tanks, that is complete with aeration blowers. Sludge transfer pumps direct solids from the sludge holding tanks to a sludge dewatering facility that uses belt press technology to dewater the solids. Dewatered solids are transported to an enclosed temporary sludge holding bin. The bin is then hauled offsite for emptying and final sludge disposal. The project includes an associated array of piping enhancements, site development enhancements and civil/yard enhancements, together with electrical, instrumentation, and control enhancements to develop a complete and functional facility capable of treating 0.95 MGD permitted design flow.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, 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 *Contract Times: Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06

Attachment: Agreement (2023-001 Legacy Hills WRF)

of the General Conditions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion	Final Completion
WWTP Improvements	480 calendar days	540 calendar days

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $**2,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**2,500** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently. However, if the achieved substantial completion date falls after the specified final completion date, liquidated damages as specified in Completion of Remaining Work will immediately begin accruing from the date of substantial completion until final completion is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment. If the achieved substantial completion date falls after the specified final completion date, these costs will begin accruing immediately from the date of achieved substantial completion.

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 paragraph 5.01.A:

A. For all Work a Lump Sum of:

Thirty-three million fifty-one thousand seven hundred ninety-five (in words) $ 33,051,795.00 (in figures)

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All specific cash allowances, unit price work totals, and deductive bid alternatives are included in the above price in accordance with Article 13 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 15 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 may elect to make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Owner holds the right to withhold any payment in accordance with Paragraph 15.01 of the General Conditions. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage); and

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

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not applicable.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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.

Attachment: Agreement (2023-001 Legacy Hills WRF)

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.

G. 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.

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.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.

2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Executed Agreement

2. Addenda (if any)

Attachment: Agreement (2023-001 Legacy Hills WRF)

3. Advertisement for Bids
4. Instructions to Bidders
5. Bid Form/Proposal
6. Statement of Bidders Qualifications
7. List of Manufacturers
8. List of Proposed Subcontractors
9. General Conditions
10. Supplementary Conditions
11. Division 01 General Requirements
12. Any other funding agency documentation required
13. Technical Specifications as listed in the Table of Contents
14. Drawings
15. Standard Details
16. Performance Bond
17. Payment Bond
18. Maintenance Bond
19. Certificates of Insurance
20. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
21. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as 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 the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in 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, money that may become due and money that is 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

Attachment: Agreement (2023-001 Legacy Hills WRF)

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 successors, assigns, and legal representatives to the other party hereto, its 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 or 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.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Attachment: Agreement (2023-001 Legacy Hills WRF)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on November 8, 22 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Celina	Bar Constructors, Inc.
By:	By:
Title: Jason Laumer, City Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title: Lauren Field, City Secretary	Title:
Address for giving notices:	Address for giving notices:
	License No.: *(where applicable)*

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Attachment: Agreement (2023-001 Legacy Hills WRF)

2023-001 Addendum 4
Legacy Hills WRF

				BAR Constructors, Inc		Gracon Construction Inc.	
				Total Price	$33,002,795.00	Total Price	$41,262,795.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	BASE BID						
1.1	Legacy Hills WRF	1	LS	$31,563,000.00	$ 31,563,000.00	$38,580,000.00	$ 38,580,000.00
1.2	Trench Safety	1	LS	$12,500.00	$ 12,500.00	$25,000.00	$ 25,000.00
1.3	Contingency Allowance 1	1	LS	$1,080,000.00	$ 1,080,000.00	$1,080,000.00	$ 1,080,000.00
1.4	Bollards	20	EA	$580.00	$ 11,600.00	$1,000.00	$ 20,000.00
1.5	Gravel Roadway	1000	SF	$4.00	$ 4,000.00	$8.00	$ 8,000.00
1.6	Sidewalk	150	LF	$46.00	$ 6,900.00	$130.00	$ 19,500.00
1.7	Cash Allowance 1	1	LS	$845,295.00	$ 845,295.00	$845,295.00	$ 845,295.00
					$ 33,523,295.00		$ 40,577,795.00
2	ALTERNATES						
2.1	Alternate A	1	LS	-$49,000.00		$55,000.00	
2.2	Alternate B	1	LS	-$471,500.00		$630,000.00	

Base Bid Total	$ 33,523,295.00
Alternate B	$ (471,500.00)
Award Total	**$ 33,051,795.00**

Attachment: Bid Tabulation by Line (2023-001 Legacy Hills WRF)