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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 11, 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. Recognition of outgoing Board and Commission Members (Terry)

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

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

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

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

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

G. Presentation of Gift from Kimley Horn

H. Presentation by Methodist Hospital

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)

C. Staff Reports

V. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign the "Speaker List" with the City Secretary. 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 Ariana Development Agreement

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

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

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

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. 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)

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)

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

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

IX. ACTION ITEM:

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

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)

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)

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)

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: October 6, 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
City Secretary

Date Notice Removed

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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:	October 11, 2022
Re:	Upper Trinity Regional Water District Board Discussion

Action Requested:

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

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 in May 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.

City Council can choose to allow Mr. Howard to finish his term through May 2025 or, through the passing of a resolution, can remove Mr. Howard from his seat on the UTRWD Board and appoint a new representative. If a new representative is appointed, they would carry out the remainder of Mr. Howard's term through May 2025.

Supporting Documents:

N/A

Staff Recommendation:

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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:	October 11, 2022
Re:	Zayo Dededicated Internet Access

Action Requested:

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)

Background Information:

Staff requests authorization to purchase a Dedicated Internet Access connection from Zayo. This purchase will become the primary internet connection for new Law Enforcement Center. The term of the contract is three (3) years. This internet connection will support the needs of both Public Safety systems and applications that support day-to-day operations.

The City has completed an extensive review of all available fiber optic carriers able to service the new facility. Zayo was identified as having the lowest cost, path diversity, and peer diversity from the selected backup internet provider. We are requesting the contract be executed now to allow Zayo to complete necessary fiber optic construction to reach the new facility.

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:	$29,978.00 ($2419/mo + $950.00 one time fee)
Year 2:	$29,028.00
Year 3:	$29,028.00

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase as recommended.

Order Form

Order Information

Contracting Entity	City of Celina	**Billing Account**	City of Celina	**Account Number**	
Representative	Laila Rodriguez	**Phone**		**Email**	laila.rodriguez@zayo.com

New Order - 2135494

Order Details

Order Details	
Order ID	2135494
Order Type	New
Order Term	36 months
Product	DIA

Product Details	
Product Category	DIA
Bandwidth	10G

Protection and Feature Details	
Burstable IP Service	No

Order Component(s)

SOC Type	Term	Address	Port Handoff Sp	Bandwidth	Lateral A	Handoff	Loc Fib Path Div	Local Network Protection	Rate Limit	Rate Limit to	Initials
New	36	Under Construction: 3025 S Coit Road/Fl-1/Rm-MPOE Celina, TX 75009	10GigE	10G		2-Fiber(Optical SMF)				N/A	

Order Component(s)

Address	In-Building Charges	Conduit	Riser Cable	Cross Connect	Customer LOC Space & Power	New Customer Loc Device	CFA Provided by	Initials
Under Construction: 3025 S Coit Road/Fl-1/Rm-MPOE Celina, TX 75009	Customer Responsibility							

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
DIA	Interface Port Charge	SOC-0004797736	Under Construction: 3025 S Coit Road/Fl-1/Rm-MPOE Celina TX 75009	MRC	Pending Install	1	USD 2,419.00	USD 2,419.00
DIA	Installation Fee	SOC-0004797736	Under Construction: 3025 S Coit Road/Fl-1/Rm-MPOE Celina TX 75009	NRC	Pending Install	1	USD 950.00	USD 950.00
	Monthly Recurring Charges Total:							USD 2,419.00
	Non Recurring Charges Total:							USD 950.00

Contract Details

Details	
Schedule	Zayo Group, LLC Customer Schedule Ethernet, IP & WANs 2022-04-13
Governing MSA	Zayo Group, LLC Standard Master Customer Agreement 2021-10-22

Order Notes

Expiration Date Pricing on this Order Form expires if Order is not signed prior to September 29, 2022

Attachment: City of Celina 10G SOF (Dark Fiber - Zayo)

Order ID(s): 2135494

Grand Total Costs

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 2,419.00
Non Recurring Charges Total:	USD 950.00
Taxes and impositions As Invoiced[2]	

Customer Contact Information:

Role(s)	Name	Phone	Email
Billing Contact	Dawn Berry	+19723822682	dberry@celina-tx.gov
Primary	Dawn Berry	+19723822682	dberry@celina-tx.gov

Signatures

Zayo Group LLC	City of Celina
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
Title:	Title:

Terms and Conditions

1. Customer acknowledges that Customer is ordering the access and service(s) described above ("Offering") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo's Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer's signatory represents that he/she is authorized to sign this Customer Order on Customer's behalf.

2. If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at https://www.zayo.com/disconnectservice/. For notice of disconnect to be effective, all information necessary for Zayo to complete the disconnect must be provided at time of request such as; Circuit ID, Customer ordered 3rd Party Cross Connect Vendor's Disconnect Firm Order Commitment ("FOC") or the 3rd Party Cross Connect Vendor's Disconnect Order Number. Failure to provide complete and accurate information may delay or impact Zayo's ability to process the disconnection request. Customers will be responsible for outstanding amounts due for Services through the actual date of termination, inclusive of any early termination charges, if applicable.

Proprietary and Confidential

Attachment: City of Celina 10G SOF (Dark Fiber - Zayo)

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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:	October 11, 2022
Re:	Astound Dedicated Internet Access/Dark Fiber

Action Requested:
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)

Background Information:
Staff requests authorization to purchase a dedicated internet access connection, dark fiber lease, and video services from Astound Business Solutions. This purchase will become the backup internet connection for new Law Enforcement Center as well at the City's enterprise system. Additionally Astound will provide a dark fiber connection required to support Fire Station 3, video services for Fire Stations 1 and 3, Senior Center, and the Law Enforcement Center. The term of the contract is three (3) years. This internet connection will support the needs of both Public Safety systems and applications that support day-to-day operations.

The City has completed an extensive review of all available fiber optic carriers able to service the new facility. Astound was identified as having the lowest cost, path diversity, and peer diversity from the selected primary internet provider. Staff requests the contract be executed now to allow Astound (Grande) to complete necessary fiber optic construction to reach the facilities prior to the move in schedule.

All items will be purchased through the following cooperative agreements.

- Cooperative Agency: The Interlocal Purchasing System
- Cooperative Contract #: 200105

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.

Year 1:	$74,428.20
Year 2:	$81,600.00
Year 3:	$81,600.00

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

Astound Business Solutions Powered by RCN | GRANDE | wave

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER (TEXAS)

This Master Services Agreement for Enterprise Services (this "**MSA**") is entered into as of this 20th day of September, 2022 (the "**Effective Date**"), by and between GRANDE COMMUNICATIONS NETWORKS, LLC, acting on behalf of itself and as agent for its Affiliates (collectively, "**Provider**"), and City of Celina, Texas, a governmental entity established pursuant to the Constitution of the State of Texas ("**Customer**"). (For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Grande Communications Networks, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Astound Business Solutions, LLC, and (iii) Wave Business Solutions, LLC.) Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties**."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders**," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement**." Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://www.astound.com/business/aup. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://www.astound.com/business/service-terms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "**MSA Term**") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the "**Renewal Term**"). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days' advance written notice of termination to the other Party. Written notice of termination by Customer must be given to Provider by completing and submitting the online "Change of Service" form on the

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

Astound Business Solutions website located at http://www.astound.com/business/support/macd or (by email) to the Account Manager assigned to Customer. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve

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any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

4.4 Texas Prompt Payment Act Compliance. Payment for Services provided to Customer under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the performance of the Service under the Agreement is completed; or (2) the date Customer receives an invoice for the Services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination

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for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Provider by completing the online "Change of Service" form on the Astound Business Solutions website (located at http://www.astound.com/business/support/macd) or by contacting (by email) Customer's Account Manager. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified

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as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Texas Public Information Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Texas Public Information Act, Chapter 552, Tex. Gov't Code (the "Act"), or other similar public disclosure law. In the event that Customer receives a request pursuant to the Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. To the extent allowed by applicable law, except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC

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received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel

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and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 9A - INSURANCE

9A.1 Provider shall provide and maintain for the duration of this Agreement the following minimum insurance coverages.

(a) Workers' Compensation insurance at Texas statutory limits and Employer's Liability Insurance Coverage of $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy, and $1,000,000 bodily injury by disease each employee;

(b) Commercial General Liability Insurance with a minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage; and

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, included owned, non-owned, and hired-car coverage;

9A.2 Provider shall specifically endorse applicable insurance policies as follows:

(a) Customer shall be named as an additional insured with respect to General Liability and Automobile Liability.

(b) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of Customer shall be contained in the Workers Compensation, and all liability policies.

(d) [INTENTIONALLY OMITTED.]

(e) All insurance policies shall be endorsed to the effect that Customer will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

(f) All insurance policies, which name Customer as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Provider may maintain reasonable and customary deductibles.

(i) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

(1) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

(2) Shall specifically set forth the notice-of-cancellation or termination provisions to Customer.

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ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for Denton County, or in the Federal District Court for the Eastern District of Texas, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:
Grande Communications Networks, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

With a Copy to:

If to Customer:
City of Celina
142 N. Ohio St.
Celina, Texas 75009-6201
ATTN: Director of Information Technology

With a Copy to:

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Grande Communications Networks, LLC 650 College Road East, Suite 3100 Princeton, NJ 08540 ATTN: Legal Department	Messer, Fort & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 ATTN: Julie Fort

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver; Governmental Powers; Waivers of Immunity.

(a) No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

(b) By its execution of this Agreement, Customer does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that Customer waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of services to Customer under Section 271.151 et seq. of the Texas Local Government Code.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

EXHIBIT A - Service Level Agreement for Lit Fiber Services
EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

[Signatures on following page.]

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:	**PROVIDER:**
City of Celina, Texas	Grande Communications Networks, LLC (for itself and on behalf of its Affiliates)
By_____	By_____
Name: _____	Name: _____
Title: _____	Title: _____

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Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

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EXHIBIT A to Master Services Agreement for Enterprise Services
Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

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Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- **For "Local Market" distances of ≤ 75 miles = 10 ms**
- **For "Inter-Market" distances of between 76 – 750 miles = 20 ms**
- **For "Long-Haul" distances of > 750 miles = 50 ms**

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	**Target Inter-Market Latency**	**Target Long-Haul Latency**	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	**20 ms or less**	**50 ms or less**	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- **For Local Market distances of ≤ 75 miles = 2 ms**
- **For Inter-Market distances of between 76 – 750 miles = 5 ms**
- **For Long-Haul distances of > 750 miles = 15 ms**

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

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EXHIBIT B to Master Services Agreement for Enterprise Services
Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

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5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

Service Order

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This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between GRANDE COMMUNICATIONS NETWORKS, LLC, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services by and between Provider and Customer dated September 20, 2022 (the "MSA"), which is incorporated by reference into this Service Order. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Grande Communications Networks, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Astound Business Solutions, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
City Of Celina		Alden Gleason	Office: Mobile: Email: agleason@celina-tx-gov
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
1413 S Preston Rd, Celina, TX, 75009, USA			
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
0 -		OP327624	Chris Cox - 2618

INITIAL SERVICE TERM	SEGMENT
36 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
IPTV Converter	1413 S Preston Rd, Celina, TX, 75009, USA	Cust Prem			4	$13.49	$53.96	$0.00	$0.00
Non-Entertainment Expanded	1413 S Preston Rd, Celina, TX, 75009, USA	Cust Prem			1	$50.00	$50.00	$0.00	$0.00
IPTV Converter	3025 S Coit Rd, Celina, TX, 75009, USA	Cust Prem			4	$13.49	$53.96	$0.00	$0.00
Non-Entertainment Expanded	3025 S Coit Rd, Celina, TX, 75009, USA	Cust Prem			1	$50.00	$50.00	$0.00	$0.00

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

IPTV Converter	4600 FM-1380, Celina, TX, 75009, USA	Cust Prem			4	$13.49	$53.96	$0.00	$0.00
Non-Entertainment Expanded	4600 FM-1380, Celina, TX, 75009, USA	Cust Prem			1	$50.00	$50.00	$0.00	$0.00
IPTV Converter	503 E Pecan St, Celina, TX, 75009, USA	Cust Prem			3	$13.49	$40.47	$0.00	$0.00
Non-Entertainment Expanded	503 E Pecan St, Celina, TX, 75009, USA	Cust Prem			1	$50.00	$50.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$402.35**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES
Grande Communications Networks LLC - The Interlocal Purchasing System - 200105 (TIPS#)

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

Service Order

Astound Business Solutions Powered by RCN | GRANDE | wave

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between GRANDE COMMUNICATIONS NETWORKS, LLC, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services by and between Provider and Customer dated September 20, 2022 (the "MSA"), which is incorporated by reference into this Service Order. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Grande Communications Networks, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Astound Business Solutions, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
City Of Celina		Alden Gleason	Office: 972-725-4247 Mobile: 469-215-3046 Email: agleason@celina-tx.gov
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
3025 S Coit Rd, Celina, TX, 75009, USA			
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
0 -		OP319152	Chris Cox - 2618

INITIAL SERVICE TERM	SEGMENT
36 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
/29 Static IP Block (5 Usable)	112 N Colorado St, Celina, TX, 75009, USA	Cust Prem			1	$0.00	$0.00	$0.00	$0.00
DIA 10 Gb	112 N Colorado St, Celina, TX, 75009, USA	Cust Prem			1	$2,400.00	$2,400.00	$0.00	$0.00
/29 Static IP Block (5 Usable)	3025 S Coit Rd, Celina, TX, 75009, USA	Cust Prem			1	$0.00	$0.00	$0.00	$0.00
DIA 10 Gb	3025 S Coit Rd, Celina, TX, 75009, USA	Cust Prem			1	$2,400.00	$2,400.00	$0.00	$0.00

PROPRIETARY AND CONFIDENTIAL

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

Dark Fiber Pair	3025 S Coit Rd, Celina, TX, 75009, USA	Cust Prem	4600 FM-1380, Celina, TX, 75009, USA	Cust Prem	1	$1,000.00	$1,000.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$5,800.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Grande Communications Networks LLC-The Interlocal Purchasing System - 200105 (TIPS#)
Astound and the City of Celina will establish a Fiber meet point at the NW Corner of E Frontier Pkwy and Coit Rd.
City of Celina will provide 5 strands of Fiber from this meet point to the new Police Department at 3025 S Coit Rd Celina, TX 75009.

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

Attachment: Binder1 (Dark Fiber - Astound/Grande Communications)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, City Secretary
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	FY2022 Jail Services Agreement

Action Requested:

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)

Background Information:

Please note that the daily rate for FY 2023 will be $76.54. This is $17.74 per day increase from FY 2022. The increase is due to a large portion of Public Safety Salaries being moved to the CARES Act grant for FY 2022.

Financial Considerations:

$76.54 per day per inmate

Supporting Documents:

Contract amendment and housing fee chart

Staff Recommendation:

Staff recommends approval

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio
Celina, TX 75009

Contract No. 2020-366
Contract: Jail Services, City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Charges for fiscal year 2023: $76.54 per day, per inmate

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 2 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No._____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent

DATE:

Attachment: FY23 Jail Services Amendment 2 - City of Celina (Jail Services - Collin County)

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-711-08-10

Amendment	No. 1	Court Order No.	2021-777-08-16	Summary	Renewal 1
Amendment	No. 2	Court Order No.		Summary	Agreement extended and fees

Attachment: FY23 Jail Services Amendment 2 - City of Celina (Jail Services - Collin County)

Proposed Inmate per day Expense Entity Impact

Entity	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2021 Inmate Days Utilizing FY 2023 Adopted Rate
Anna	$ 3,489.50	$ 3,768.66	$ 4,606.14	$ 4,395.09	$ 4,543.88	$ 4,296.27	$ 3,597.61
Anna ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Baylor Scott & White	-	-	-	-	-	-	$ -
Celina	1,674.96	3,210.34	1,674.96	3,589.86	2,271.94	822.69	$ 688.90
Collin Co. Community College	-	-	139.58	-	-	274.23	$ 229.63
Community ISD	-	-	-	-	-	-	$ -
DART	-	-	209.37	-	188.94	-	$ -
Fairview	1,186.43	1,326.01	1,256.22	188.94	98.78	639.87	$ 535.81
Farmersville	5,443.62	3,140.55	3,000.97	3,873.27	1,284.14	1,462.56	$ 1,224.72
Farmersville ISD	-	-	-	-	-	-	$ -
Josephine	69.79	209.37	-	-	98.78	-	$ -
Lavon	907.27	348.95	837.48	1,133.64	790.24	-	$ -
Lucas	348.95	-	-	94.47	-	-	$ -
McKinney	88,005.19	73,349.29	63,090.16	70,285.68	36,977.85	33,090.42	$ 27,709.22
Melissa	5,024.88	2,512.44	3,768.66	3,495.39	3,457.30	5,119.06	$ 4,286.59
Murphy	2,652.02	4,885.30	3,419.71	3,400.92	4,642.66	1,279.74	$ 1,071.63
Parker	139.58	209.37	418.74	-	395.12	-	$ -
Princeton	5,652.99	12,283.04	5,304.04	7,935.48	5,926.80	4,753.32	$ 3,980.33
Prosper	1,884.33	1,954.12	2,372.86	3,684.33	4,247.54	914.10	$ 765.45
Prosper ISD	-	-	-	-	-	-	$ -
St Paul	-	-	-	-	-	-	$ -
Westminister	-	-			-	-	$ -
Wylie	-	2,931.18	3,978.03	7,179.72	2,271.94	91.41	$ 76.54
	$ 116,479.51	$ 110,128.62	$ 94,076.92	$ 109,256.79	$ 67,195.91	$ 52,743.67	$ 44,166.43
Rates	$ 69.79	$ 69.79	$ 69.79	$ 94.47	$ 98.78	$ 91.41	$ 76.54
# City Days	1,669	1,578	1,348	1,157	680	577	
Federal Inmate Housing	$ 905,525.25	$ 919,901.99	$ 821,360.10	$ 952,492.33	$ 1,179,869.74	$ 510,154.19	$ 510,154.19
# Federal Days	12,975	13,181	11,769	13,648	11,944	4,859	
Facility Utilization							
% County	95.54%	95.99%	96.41%	96.16%	96.39%	98.41%	
% City	0.51%	0.43%	0.37%	0.30%	0.19%	0.17%	
% Federal	3.95%	3.58%	3.22%	3.54%	3.41%	1.42%	

NOTE: CARES Act funding was used in FY 2020 to cover a portion of Public Safety salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.

Attachment: FY2023 Inmate Housing Fees 4-19-22 (Jail Services - Collin County)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, City Secretary
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	Library Services Agreement - Collin County

Action Requested:

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

Background Information:

The County agrees to fund the City for benefit of the library in the amount of $21,462.00 for the 2023 fiscal year. The City agrees to provide full library services for residents of Collin County within or without of an incorporated area of the county.

Financial Considerations:

$21,462.00 to the City of Celina from Collin County.

Supporting Documents:

Annual Interlocal Agreement

Staff Recommendation:

THE STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF CELINA
REGARDING THE CELINA PUBLIC LIBRARY

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "**COUNTY"** and the City of Celina, a political subdivision of the State of Texas; hereinafter referred to as the **"CITY".**

II.

The **COUNTY** and **CITY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **CITY** is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens and residents of the City of Celina.

The Celina Public Library, hereinafter referred to as the "**Library**", is a department of the City established by the City Council for administering and providing library services for the general public in Celina and Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **CITY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of the **COUNTY** and **CITY** and that any necessary resolutions or orders extending said authority has been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **CITY** for the benefit of the **LIBRARY** in the amount of $21,462.00 for the 2023 fiscal year (October 1, 2022 through September 30, 2023) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2023:

Attachment: FY23 City of Celina Library Agreement (Library Services Agreement - Collin County)

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county. "Full library services" shall mean access to all library materials made available to Celina residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Celina residents and non-residents. City may promulgate rules regarding general access to library materials, including Internet access, in its sole discretion.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **CITY** by the **COUNTY** under the terms of this agreement shall be used solely for library services to the public.

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the **LIBRARY** and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

The **CITY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of $21,462.00, in four quarterly installments of $ 5,365.50 during the term hereof. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed herby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **CITY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **CITY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY.**

Attachment: FY23 City of Celina Library Agreement (Library Services Agreement - Collin County)

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

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

COLLIN COUNTY

SIGNATURE: _____ _____
Chris Hill, Collin County Judge Date

CITY OF CELINA

SIGNATURE: _____ _____
Date

PRINT NAME: _____

TITLE: _____

Attachment: FY23 City of Celina Library Agreement (Library Services Agreement - Collin County)

FY 2023 Libraries	Exact Amounts for each Quarterly Report				
City	Q1	Q2	Q3	Q4	FY Total
Celina	$ 5,365.50	$ 5,365.50	$ 5,365.50	$ 5,365.50	**$ 21,462.00**
Farmersville	$ 8,585.00	$ 8,585.00	$ 8,585.00	$ 8,585.00	**$ 34,340.00**
Princeton	$ 7,512.00	$ 7,512.00	$ 7,512.00	$ 7,512.00	**$ 30,048.00**
Total:	$ 21,462.50	$ 21,462.50	$ 21,462.50	$ 21,462.50	**$ 85,850.00**

Attachment: FY 23 Library Quarterly Breakdown (Library Services Agreement - Collin County)

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:	October 11, 2022
Re:	Meter Van Replacements

Action Requested:

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)

Background Information:
Staff requests authorization to procure (3) new Ford F150 trucks to replace units 1622, 1624, and 1627 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: CHRIS COX 469.631.9612 **Phone:** 409.300.1385

Email: CCOX@CELINA-TX.GOV **Email:** RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F150 REGULAR CAB **Date:** September 14, 2022

A. Bid Item: 19 **A. Base Price:** $ 26,690.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F1C	F150 REG CAB 6.5' BED	$ 1,795.00		CRUISE	$ -
YZ	EXTERIOR WHITE	$ -		REVERSE SENSING	$ -
AS	INTERIOR GRAY VINYL	$ -	96S	SPRAY IN BEDLINER	$ 595.00
99B	3.3L V6 GAS	$ -			
101A	MID LEVEL PKG	$ 1,530.00			
	POWER EQUIPMENT GROUP	$ -			
	VINYL FLOORING	$ -			
	BLUETOOTH	$ -			

Total of B. Published Options: $ 3,920.00

Published Option Discount (5%) $ (196.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
PF1C UPGRADE	$ 7,700.00		
DIAMOND BACK 270 TONNEAU COVER W/ 8"	$ 2,550.00		
CROSSBIN			
CARGOGLIDE CG1000 BED SLIDE	$ 1,195.00		
AMBER/BLUE LEDS 4 CORNERS	$ 500.00		
THOR 2500 WATT POWER INVERTER	$ 915.00		
INSTALLATION 14.5 HOURS	$ 1,087.50		

Total of C. Unpublished Options: $ 13,947.50

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 $ 475.50

H. Subtotal: $ 44,837.00

I. Quantity Ordered 3 **x H =** $ 134,511.00

J. Trade in: $ -

K. Total Purchase Price $ 134,511.00

Attachment: CELINA F1C EQUIP TIPS 091422 (Meter Van Replacements)

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:	October 11, 2022
Re:	John Deere Gator, Replaces unit 3003

Action Requested:

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)

Background Information:
Staff requests authorization to procure a new Gator to replace unit 3003 through the following cooperative agreement.

- Cooperative Agency: Sourcewell
- Cooperative Contract #: 031121-DAC (PG BT CG23)

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 vehicle & equipment replacement Fund (VERF). 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.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
214-544-2900
MckinneyJD@unitedagt.com

Quote Summary

Prepared For:
CITY OF CELINA CELINA CITY HALL
142 N OHIO ST
CELINA, TX 75009

Delivering Dealer:
United Ag & Turf
Curtis Abel
875 S Henry Hynds
Van Alstyne, TX 75495
Phone: 214-544-2900
curtisabel@unitedagt.com

Sourcewell Member 115658
Make Payments Payable to:
United Ag and Turf

Quote ID: 27494030
Created On: 23 September 2022
Last Modified On: 23 September 2022
Expiration Date: 21 October 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE GATOR™ XUV825M S4 (Model Year 2023) **Contract:** Sourcewell Turf 031121-DAC (PG BT CG 23) **Price Effective Date:** September 22, 2022	$ 23,034.53	X	1	=	$ 23,034.53
Equipment Total					**$ 23,034.53**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 23,034.53
Trade In	
SubTotal	**$ 23,034.53**
Est. Service Agreement Tax	$ 0.00
Total	$ 23,034.53
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 23,034.53**

Salesperson : X _____

Accepted By : X _____

Confidential

Attachment: John Deere Gator 825MS4 - Unit 3003 (John Deere Gator, Replaces 3003)

Selling Equipment

Quote Id: 27494030 **Customer Name:** CITY OF CELINA CELINA CITY HALL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
214-544-2900
MckinneyJD@unitedagt.com

JOHN DEERE GATOR™ XUV825M S4 (Model Year 2023)

Hours:
Stock Number:
Contract: Sourcewell Turf 031121-DAC (PG BT CG 23)
Price Effective Date: September 22, 2022

Selling Price *
$ 23,034.53

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57EAM	GATOR™ XUV825M S4 (Model Year 2023)	1	$ 19,949.00	14.00	$ 2,792.86	$ 17,156.14	$ 17,156.14
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0512	PR - G&Y w/Roof	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1008	27” Maxxis Bighorn 2.0 extreme terrain radial tires on 14” Yellow Alloy Wheels	1	$ 448.00	14.00	$ 62.72	$ 385.28	$ 385.28
2007	Bench Seat - Black	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2350	Park Position in Transmission	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2500	Green and Yellow	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3101	Cargo Box Power Lift	1	$ 1,048.00	14.00	$ 146.72	$ 901.28	$ 901.28
4000	OSR Nets	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4030	Black Roof	1	$ 755.00	14.00	$ 105.70	$ 649.30	$ 649.30
4199	Less Rear Bumper	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4201	Front Brush Guard	1	$ 315.00	14.00	$ 44.10	$ 270.90	$ 270.90
	Standard Options Total		**$ 2,566.00**		**$ 359.24**	**$ 2,206.76**	**$ 2,206.76**
	Dealer Attachments/Non-Contract/Open Market						
BM24561	Occupant Protective Structure (OPS) Rear Panel	1	$ 679.46	14.00	$ 95.12	$ 584.34	$ 584.34
BUC10210	Occupant Protective Structure (OPS) Glass Windshield with Wiper	1	$ 1,448.79	14.00	$ 202.83	$ 1,245.96	$ 1,245.96
BM25103	Occupant Protective Structure (OPS) Windshield Washer Kit	1	$ 400.19	14.00	$ 56.03	$ 344.16	$ 344.16

Attachment: John Deere Gator 825MS4 - Unit 3003 (John Deere Gator, Replaces 3003)

Confidential

Selling Equipment

Quote Id: 27494030 **Customer Name:** CITY OF CELINA CELINA CITY HALL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
875 S Henry Hynds
Van Alstyne, TX 75495
214-544-2900
MckinneyJD@unitedagt.com

BM22767	Rear Bumper	1	$ 260.01	14.00	$ 36.40	$ 223.61	$ 223.61
BM21392	Winch Accessories Kit	1	$ 174.41	14.00	$ 24.42	$ 149.99	$ 149.99
BUC10682	Winch Kit 4500lb, Winch	1	$ 890.24	14.00	$ 124.63	$ 765.61	$ 765.61
BUC10694	Winch Kit, Bumper Mount 4500 lb	1	$ 323.14	14.00	$ 45.24	$ 277.90	$ 277.90
BM24089	Occupant Protective Structure (OPS) Switch Bank	1	$ 93.09	14.00	$ 13.03	$ 80.06	$ 80.06
	Dealer Attachments Total		**$ 4,269.33**		**$ 597.70**	**$ 3,671.63**	**$ 3,671.63**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 26,784.33**		**$ 3,749.80**	**$ 23,034.53**	**$ 23,034.53**

Attachment: John Deere Gator 825MS4 - Unit 3003 (John Deere Gator, Replaces 3003)

Confidential

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : September 23, 2022

Machine/Use Information		Plan Description		Price	
Manufacturer	**JOHN DEERE**	Plan Type:		Deductible:	
Equipment Type	GATOR, 825M S4	Coverage:		Quoted Price	$ 0.00
Model	GATOR, 825M S4	Total Months:			
		Total Hours:			

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles)."Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this coverage and

☐ **I ACCEPT** the Residential plan

☑ **I DECLINE** the Residential plan

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty.It is available on all riding lawn equipment,zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors.Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage,and limitations and conditions under the program.

Attachment: John Deere Gator 825MS4 - Unit 3003 (John Deere Gator, Replaces 3003)

Confidential

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
  - No deductibles and no out-of-pocket costs on covered repairs.
  - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
  - Low deductibles on covered repairs
  - Do not provide transportation coverage

Attachment: John Deere Gator 825MS4 - Unit 3003 (John Deere Gator, Replaces 3003)

Confidential

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:	October 11, 2022
Re:	Caterpillar Excavator, Replaces 1205

Action Requested:

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)

Background Information:
Staff requests authorization to procure a new mini excavator with an eighteen inch bucket and angle blade for the replacement of unit 1205 through the following cooperative agreement.

- Cooperative Agency: Sourcewell
- Cooperative Contract #: 032119

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 vehicle & equipment replacement Fund (VERF). 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.

DATE: Sep 28, 2022
QUOTE #:307743-03

CITY OF CELINA
Chris Cox
142 N OHIO ST
CELINA, TEXAS 75009-6201

Pemberton, Brent
817.219.6187

One (1) New Caterpillar Inc Model: 304 Mini-Excavator
Cab/Air, Hydraulic Thumb, 18" Bucket, **ANGLE Blade**

SALE PRICE	$85,639

Quote Through Sourcewell Contract 032119 – member 115658

WARRANTY

Standard Warranty:	24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty:	60 MO/3000 HR POWERTRAIN + HYDRAULICS

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP4/CAB AC/LG STK/ANG BLD (Cab/Air + ANGLE Blade)	610-5465
STICK, LONG, 1- AUX, ANGLE BLD	596-7607
LINES, BOOM	542-6682
LINES, STICK	584-3655
TRACK, 14", RUBBER BELT	542-6699
LIGHTS, STANDARD	579-8867
BELT, SEAT, 3" RETRACTABLE	510-6085
INTEGRATED RADIO	579-8873
MONITOR NEXT GEN, CAMERA READY	579-8876
PRODUCT LINK, CELLULAR PL243	579-8887
CAT KEY, WITH PASSCODE OPTION	522-6460
REAR MIRROR, CAB	601-7747
BLADE, ANGLE, BOCE (Angle Blade)	597-0754
COUNTERWEIGHT, STANDARD	586-1368
THUMB, HYDRAULIC, 3-4T 452-2740	
COUPLER, PG, MAN.D.LOCK, 3-4T 444-7494	
BUCKET-HD, 18", 2.9 FT3, 3T	464-9902
586-5942 BUCKET-TRENCH,13", 2.8FT3, S40 . w/Pins (NOT a Standard 12" Digging Bucket)	

610-5465 304 07A MHE CFG14A
INCLUDES:
577-9914 304 07A MINI EXCAVATOR
611-2419 ENGINE, EPA TIER 4 FINAL
595-9912 HYDRAULIC OIL
579-8852 ALARM, TRAVEL
579-8858 ELECTRICAL ARR, C1.7 HRC
584-4307 LINKAGE BUCKET W/LIFTING EYE
542-6690 CAB, WITH HEAT AND A/C
542-6668 BOOM, SWING
557-1713 SOFTWARE, CODED START
557-1709 SOFTWARE, PROPORTIONAL CONTROL
557-1711 SOFTWARE, 2 WAY CONTROL
557-1710 SOFTWARE, STICK STEER CONTROL

Attachment: Replaces unit 1205 - Excavator Mini -EX w-ANGLE BLADE (Caterpillar Excavator, Replaces 1205)

Here is the Trenching Bucket Style Quoted…. NO TEETH, + DEEPER BOTTOM



STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7T diesel engine
-U.S. EPA tier 4 final
-EU stage V
-ISO 9249/EEC 80/1270
-Rated net power 34.1kW
-2,400 rpm - ISO 9249/EEC 80/1269
-Electronic engine, turbo, DOC (diesel oxidation catalyst)
Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel and water separator with indicator
Radial seal, double element air filter with restrictions indicator

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing & flow sharing hydraulics
Power on demand
Hydraulic temperature monitoring
Accumulator - certified

ELECTRICAL

12 volt electrical system
85 ampere alternator
650 CCA maintenance free battery
Battery disconnect
Circuit breaker
Ignition key stop switch
Signalling/warning horn
Work lights
-Cab, boom left
-Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized unitized cab
Operator sound pressure 72 dB(A) ISO6396
Integrated lower front window
Rear window emergency exit
Radio - bluetooth, USB, aux, mic
12V power socket
Ergonomic joystick control levers
Adjustable wrist rests
Pattern changer
Color LCD monitor
-Fuel level, coolant temperature and warning indicator
-Maintenance and machine monitoring
-Performance & machine adjustments
-Numeric security code
-Multiple languages
-Hour meter
-Jog dial control interface
Coat hook
Cup holder
Hydraulic lockout controls
Literature holder
Molded footrests
Removable washable floormat
Retractable flourescent "high visibility" seat belt
Travel control pedals with hand levers
Utility space for mobile phone skylight
mounting bosses for top & front guards

FLUIDS

Extended life coolant - 37C
Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Cat key with passcode option
Locks on external enclosure doors
Lockable fuel cap
Beacon socket
Ecology drain - engine oil
Roll-over protective structure (ROPS) (ISO 12117-2)
Product Link PL243 (regulations apply)
Auxiliary hydraulic lines
1-way and 2-way (combined function)

Side by side engine & hydraulic oil cooler
Stick steer mode
Cruise control mode
Power on demand
Rear reflectors

-Auxiliary line quick disconnects
-Adjustable auxiliary flow
-Continuous flow
-Adjustable auxiliary relief
Thumb ready stick

Attachment: Replaces unit 1205 - Excavator Mini -EX w-ANGLE BLADE (Caterpillar Excavator, Replaces 1205)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Karla Stovall, Assistant City Manager
Date:	October 11, 2022
Re:	Legal Services

Action Requested:

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

Background Information:

On July 21, 2022, the City received responses to bid 2022-0167 for Legal Services. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which eight local firms were invited to participate. Three responses were received. Staff reviewed and completed an initial review of the proposals. Interviews by City Council were conducted on September 9, 2022 for all three respondents.

Council recommended Messer, Fort & McDonald at the completion of the interviews.

The selected firm will be tasked with providing general municipal counsel, basic legal services, guidance on special projects, and advising the City Council. The initial term of the agreement is for five years from November 1, 2022 to October 31, 2027 and contains the option to renew the agreement for an additional five year period.

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:

Fee Schedule
Agreement

Staff Recommendation:

Award Bid # 2022-0167

Life Connected.

FEE SCHEDULE

THE MUNICIPAL LAW FIRM

NORTH TEXAS | AUSTIN | ABILENE

certified WBENC WOMEN'S BUSINESS ENTERPRISE

Messer, Fort & McDonald, PLLC

6371 Preston Road
Suite 200
Frisco, Texas 75034
(972) 668-6400

Fee Schedule

MFM will bill Celina monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. MFM shall separate invoices as requested by Celina. Attorney's fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by MFM due to acceptance of the matters identified herein, time limitations imposed by Celina, travel time or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and MFM's hourly rates. Hourly rates for transactional Interim City Attorney services and for non-litigation services in which Celina does not anticipate being reimbursed for any fees by a developer or other third party, will be billed at the following rates:

$225.00	per hour for transactional attorney services
$325.00	per hour for litigation services
$195.00	per hour for prosecution services
$150.00	per hour for law clerks
$ 95.00	per hour for paralegals

Time for legal work and travel is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.6 = 36 minutes
.2 = 12 minutes	.7 = 42 minutes
.3 = 18 minutes	.8 = 48 minutes
.4 = 24 minutes	.9 = 54 minutes
.5 = 30 minutes	1.0 = 60 minutes

Opinion letters for bonds or certificates of obligation are a flat fee paid from the instrument proceeds. Market rates, which are higher, are charged when the Developer or special district is funding the services. Celina understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. Celina further understands that MFM hourly rates may be modestly increased on an annual basis, but that any annual increase will not be applied until after the first year of the Firm's service to the City. Any costs charged to Celina will be at actual cost, and without markup, such as filing and recording fees, litigation costs, and online research services.

MESSER ★ FORT ★ McDONALD
THE MUNICIPAL LAW FIRM
FRISCO | DALLAS | AUSTIN | ABILENE

October 11, 2022

Via email at sterry@celina-tx.gov
and jlaumer@celina-tx.gov
Mayor Terry and City Council
Jason Laumer, City Manager
Celina City Hall
142 N. Ohio Street
Celina, Texas 75009

Dear Mayor, Council and Jason:

We are honored to submit this addendum to that certain "Law Firm/Client Engagement Agreement", which was effective March 4, 2013, and updated effective January 1, 2017, May 26, 2020, and May 31, 2022, for legal services to amend the agreement to expand the scope of work to include legal services as City Attorney for the City of Celina and update the hourly rates (the "Agreement").

Client. Our client will be the City of Celina ("City"). Our representation in this matter is for City Attorney services, including but not limited to all city departments, litigation, municipal court prosecution and other legal services as requested in writing or by email and the term "Client" does not include, and we do not represent, any other entities or individuals.

Scope of Work. The City hereby engages Messer, Fort, McDonald, PLLC ("MFM") to perform City Attorney legal services, including but not limited to support of the City Council and all city departments and litigation, but will only include municipal court prosecution services if specifically requested in writing by the City. In addition, the firm agrees to perform any other services mutually agreed upon by the City and MFM; however, either party may request an amendment to this Agreement in a form mutually agreeable to the parties prior to the provision of additional services.

Conflicts. MFM represents that it has reviewed its records and has no conflicts of interest involving the City. MFM will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, MFM shall promptly advise the City of such, in writing, and shall notify the City of MFM's proposal to resolve the conflict. The firm serves as the City Attorney for the nearby cities of Aubrey, Gunter and Pilot Point, and we will notify you if any conflicts arise with such cities.

Personnel: Julie Fort is a partner in the Frisco office and MFM has over twenty attorneys, including six partners, in its Frisco office. Julie Fort will fulfill the duties of the

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

City Attorney and have the primary responsibility for providing or supervising services to the City. Cameron Saenz will provide primary back-up for Julie Fort. Other MFM lawyers (including less experienced lawyers or contract lawyers selected by MFM) and legal assistants may be involved when MFM believes it would be beneficial or is necessary to serve the City. Attorney resumes can be viewed at www.txmunicipallaw.com.

Results. Any views MFM expresses about a likely outcome are only expressions of judgment, we do not make representations or guarantees to the City as to the probability of ultimate success or any particular result.

The City acknowledges and agrees that MFM's entitlement to payment for fees and expenses shall not be contingent upon the results obtained or the final disposition of the services for which MFM has been retained.

Records. The City should retain all originals and copies of documents the City desires for future reference. MFM will retain most of its file(s) for a certain period of time, but ultimately the file will be destroyed in accordance with our record retention schedule. MFM does not contact the client prior to such destruction.

The City recognizes that working papers shall be assembled and accumulated by MFM in connection with this representation, and that same shall belong to and remain the property of MFM.

Litigation Matters. MFM will represent the City with respect to the causes of action alleged against the City, its officers, employees or agents in a lawsuit only upon the request of the City. Likewise, we will initiate litigation only at the request of the City.

Fees. MFM will bill the City monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has been terminated. MFM shall separate invoices as requested by the City. Attorney's fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by MFM due to acceptance of the matters identified herein, time limitations imposed by the City, travel time or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and MFM's hourly rates. Hourly rates for City Attorney services and for non-litigation services in which Celina is not anticipating being reimbursed for any fees by a developer or other third party, and for litigation services will be billed at the following rates:

$225.00	per hour for transactional attorney services
$325.00	per hour for litigation services
$195.00	per hour for prosecution services
$150.00	per hour for law clerks
$ 95.00	per hour for paralegals

Time for legal work and travel is billed in tenth of an hour increments, as follows:

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

.1 = 6 minutes	.6 = 36 minutes
.2 = 12 minutes	.7 = 42 minutes
.3 = 18 minutes	.8 = 48 minutes
.4 = 24 minutes	.9 = 54 minutes
.5 = 30 minutes	1.0 = 60 minutes

Opinion letters for bonds or certificates of obligation are a flat fee paid from the instrument proceeds. Market rates, which are higher, are charged when a developer or special district are expected to fund the services. The City understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. The City further understands that MFM hourly rates may be modestly increased on an annual basis, but that any annual increase will not be applied until after the first year of the MFM's service to the City. Any costs charged to Celina will be at actual cost, and without markup, such as filing and recording fees, litigation costs, and online research services.

Billing Practices and Payment: It is our practice to bill for matters on a monthly basis and we would generally expect payment within thirty days of receipt of the bill regardless of the status of any professional services agreement.

In addition to reflecting the charges for attorneys' time, our statement will reflect out-of-pocket expenses incurred by the firm in the rendition of its services, including photocopying expenses, research databases, and messenger and special delivery services. These are billed at the actual cost of the expenses.

If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon the City's consent. The City will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of the third-party invoice or MFM's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of the City and that the City is responsible for payment of their fees.

If the City has a question about MFM's billing procedures or statements, please ask Julie Fort. MFM prefers that questions be raised as soon as possible so that we can address the concerns and be certain that the City understands our procedures and our statements and is fully satisfied with them.

Independent Legal Review. MFM has written this engagement agreement on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter. MFM wishes to provide you

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

ample opportunity to consult with independent counsel, we do not require that you return a signed copy of this letter immediately.

Attorney Complaint Information. MFM intends to maintain the high standard of ethical conduct towards the City and others as set out and enforced by the State Bar of Texas. If for any reason the City believes an attorney in MFM has violated the written rules of professional conduct for lawyers and/or has questions prior to filing a grievance, the City may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P. O. Box 12487, Austin, Texas 78711-2487. Please note that by signing the grievance form any attorney-client privilege which would otherwise keep discussions between your attorney and you confidential will be waived.

Press Inquiries. From time to time, we may receive media inquiries concerning the City. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, MFM will abide by your instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our best judgment, revealing non-confidential information when it is ethical to do so and appears to advance the City's interests.

Electronic Mail. In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

Termination. Either party may terminate our representation at any time by notifying the other in writing. In either case, MFM's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, the City will be obligated to pay for all services rendered and expenses incurred to the date of termination.

Miscellaneous. Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each such executed copy or counterpart shall have the full force and effect of an original executed instrument.

Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, or (c) pre-paid facsimile, addressed as follows:

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

If to the City:
Attn: Jason Laumer, City Manager
Celina City Hall
142 N. Ohio Street
Celina, Texas 75009
(972) 382 2682 (phone)

If to MFM:
Messer, Fort & McDonald, PLLC
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
(972) 668 6400 (Phone)

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein, or, in the case of facsimile, upon receipt. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above for giving the other party two (2) days' advance, written notice of such change of address.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

This Agreement is executed by the authorized agent of the City and MFM, effective as of the date first above written.

This Agreement replaces the May 26, 2020 and May 31, 2022 agreements in their entirety. To the extent of any conflict between this Agreement and the March 4, 2013, as updated January 1, 2017, this Agreement shall control.

Pursuant to Section 2270.002, Texas Government Code, we hereby (i) represent that we do not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agree we will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

We further represent that (i) we do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) we are not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

All signatories below represent and warrant that they have the authority to execute this agreement and bind their respective entities.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

Texas Lawyer's Creed: On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is enclosed. We intend to abide by the Creed.

I hope this information will provide you with sufficient information as to our billing practices and procedures I will be happy to discuss these matters further. Again, we appreciate you're your trusting Messer, Fort, McDonald, PLLC to represent the City of Celina and we very much look forward to working with you.

Sincerely yours,
Messer, Fort & McDonald, PLLC

Julie Fort

Julie Fort

ACCEPTED AND AGREED FOLLOWING COUNCIL APPROVAL:

City of Celina

By:_____
Jason Laumer, City Manager

Date:_____, 2022

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

PRIVACY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their individual clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with advice, we receive significant personal financial information from our clients and from others. If you are a client of Messer, Fort & McDonald, PLLC, you should know that all information that we receive from you or obtain in the course of representing you is held in confidence, and is not released to people outside the firm, except as expressly or implicitly authorized by you in the course of representing you, or as required under applicable law. We maintain physical, electronic, and procedural safeguards that comply with professional standards to protect your personal information.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

THE TEXAS LAWYER'S CREED—
A MANDATE FOR PROFESSIONALISM

Adopted November 7, 1989

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THE TEXAS LAWYER'S CREED–A MANDATE FOR PROFESSIONALISM

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ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed–A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

THE TEXAS LAWYER'S CREED–A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party-

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

STANDARDS FOR APPELLATE CONDUCT

Lawyers are an indispensable part of the pursuit of justice. They are officers of courts charged with safeguarding, interpreting, and applying the law through which justice is achieved. Appellate courts rely on counsel to present opposing views of how the law should be applied to facts established in other proceedings. The appellate lawyer's role is to present the law controlling the disposition of a case in a manner that clearly reveals the legal issues raised by the record while persuading the court that an interpretation or application favored by the lawyer's clients is in the best interest of the administration of equal justice under law.

The duties lawyers owe to the justice system, other officers of the court, and lawyers' clients are generally well-defined and understood by the appellate bar. Problems that arise when duties conflict can be resolved through understanding the nature and extent of a lawyer's respective duties, avoiding the tendency to emphasize a particular duty at the expense of others, and detached common sense. To that end, the following standards of conduct for appellate lawyers are set forth by reference to the duties owed by every appellate practitioner.

Use of these standards for appellate conduct as a basis for motions for sanctions, civil liability or litigation would be contrary to their intended purpose and shall not be permitted Nothing in these standards alters existing standards of conduct under the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure or the Code of Judicial Conduct.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

LAWYERS' DUTIES TO CLIENTS

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by a real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. The lawyer's duty to a client does not militate against the concurrent obligation to treat with consideration all persons involved in the legal process and to avoid the infliction of harm on the appellate process, the courts, and the law itself.

1. Counsel will advise their clients of the contents of these Standards of Conduct when undertaking representation.

2. Counsel will explain the fee agreement and cost expectation to their clients. Counsel will then endeavor to achieve the client's lawful appellate objectives as quickly, efficiently, and economically as possible.

3. Counsel will maintain sympathetic detachment, recognizing that lawyers should not become so closely associated with clients that the lawyer's objective judgment is impaired.

4. Counsel will be faithful to their clients' lawful objectives, while mindful of their concurrent duties to the legal system and the public good.

5. Counsel will explain the appellate process to their clients. Counsel will advise clients of the range of potential outcomes, likely costs, timetables, effect of the judgment pending appeal, and the availability of alternative dispute resolution.

6. Counsel will not foster clients' unrealistic expectations.

7. Negative opinions of the court or opposing counsel shall not be expressed unless relevant to a client's decision process.

8. Counsel will keep clients informed and involved in decisions and will promptly respond to inquiries.

9. Counsel will advise their clients of proper behavior, including that civility and courtesy are expected.

10. Counsel will advise their clients that counsel reserves the right to grant accommodations to opposing counsel in matters that do not adversely affect the client's lawful objectives. A client has no right to instruct a lawyer to refuse reasonable requests made by other counsel.

11. A client has no right to demand that counsel abuse anyone or engage in any offensive conduct.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

12. Counsel will advise clients that an appeal should only be pursued in a good faith belief that the trial court has committed error or that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.

13. Counsel will advise clients that they will not take frivolous positions in an appellate court, explaining the penalties associated therewith. Appointed appellate counsel in criminal cases shall be deemed to have complied with this standard of conduct if they comply with the requirements imposed on appointed counsel by courts and statutes.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

LAWYERS' DUTIES TO THE COURT

As professionals and advocates, counsel assist the Court in the administration of justice at the appellate level. Through briefs and oral submissions, counsel provide a fair and accurate understanding of the facts and law applicable to their case. Counsel also serve the Court by respecting and maintaining the dignity and integrity of the appellate process.

1. An appellate remedy should not be pursued unless counsel believes in good faith that error has been committed, that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.

2. An appellate remedy should not be pursued primarily for purposes of delay or harassment.

3. Counsel should not misrepresent, mischaracterize, misquote, or miscite the factual record or legal authorities.

4. Counsel will advise the Court of controlling legal authorities, including those adverse to their position, and should not cite authority that has been reversed, overruled, or restricted without informing the court of those limitations.

5. Counsel will present the Court with a thoughtful, organized, and clearly written brief.

6. Counsel will not submit reply briefs on issues previously briefed in order to obtain the last word.

7. Counsel will conduct themselves before the Court in a professional manner, respecting the decorum and integrity of the judicial process.

8. Counsel will be civil and respectful in all communications with the judges and staff.

9. Counsel will be prepared and punctual for all Court appearances, and will be prepared to assist the Court in understanding the record, controlling authority, and the effect of the court's decision.

10. Counsel will not permit a client's or their own ill feelings toward the opposing party, opposing counsel, trial judges or members of the appellate court to influence their conduct or demeanor in dealings with the judges, staff, other counsel, and parties.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

LAWYERS' DUTIES TO LAWYERS

Lawyers bear a responsibility to conduct themselves with dignity towards and respect for each other, for the sake of maintaining the effectiveness and credibility of the system they serve. The duty that lawyers owe their clients and the system can be most effectively carried out when lawyers treat each other honorably.

1. Counsel will treat each other and all parties with respect.

2. Counsel will not unreasonably withhold consent to a reasonable request for cooperation or scheduling accommodation by opposing counsel.

3. Counsel will not request an extension of time solely for the purpose of unjustified delay.

4. Counsel will be punctual in communications with opposing counsel.

5. Counsel will not make personal attacks on opposing counsel or parties.

6. Counsel will not attribute bad motives or improper conduct to other counsel without good cause, or make unfounded accusations of impropriety.

7. Counsel will not lightly seek court sanctions.

8. Counsel will adhere to oral or written promises and agreements with other counsel.

9. Counsel will neither ascribe to another counsel or party a position that counsel or the party has not taken, nor seek to create an unjustified inference based on counsel's statements or conduct.

10. Counsel will not attempt to obtain an improper advantage by manipulation of margins and type size in a manner to avoid court rules regarding page limits.

11. Counsel will not serve briefs or other communications in a manner or at a time that unfairly limits another party's opportunity to respond.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

THE COURT'S RELATIONSHIP WITH COUNSEL

Unprofessionalism can exist only to the extent it is tolerated by the court. Because courts grant the right to practice law, they control the manner in which the practice is conducted. The right to practice requires counsel to conduct themselves in a manner compatible with the role of the appellate courts in administering justice. Likewise, no one more surely sets the tone and the pattern for the conduct of appellate lawyers than appellate judges. Judges must practice civility in order to foster professionalism in those appearing before them.

1. Inappropriate conduct will not be rewarded, while exemplary conduct will be appreciated.

2. The court will take special care not to reward departures from the record.

3. The court will be courteous, respectful, and civil to counsel.

4. The court will not disparage the professionalism or integrity of counsel based upon the conduct or reputation of counsel's client or co-counsel.

5. The court will endeavor to avoid the injustice that can result from delay after submission of a case.

6. The court will abide by the same standards of professionalism that it expects of counsel in its treatment of the facts, the law, and the arguments.

7. Members of the court will demonstrate respect for other judges and courts.

STANDARDS OF PRACTICE TO BE OBSERVED BY ATTORNEYS APPEARING IN CIVIL ACTIONS

Adopted in *Dondi Properties Corp. v. Commerce Sav. and Loan Assn*, 121 F.R.D. 284 (N.D. Tex., July 14, 1988)

A. In fulfilling his or her primary duty to the client, a lawyer must be ever conscious of the broader duty to the judicial system that serves both attorney and client.

B. A lawyer owes, to the judiciary, candor, diligence and utmost respect.

C. A lawyer owes, to opposing counsel, a duty of courtesy and cooperation, the observance of which is necessary for the efficient administration of our system of justice and the respect of the public it serves.

D. A lawyer unquestionably owes, to the administration of justice, the fundamental duties of personal dignity and professional integrity.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

E. Lawyers should treat each other, the opposing party, the court, and members of the court staff with courtesy and civility and conduct themselves in a professional manner at all times.

F. A client has no right to demand that counsel abuse the opposite party or indulge in offensive conduct. A lawyer shall always treat adverse witnesses and suitors with fairness and due consideration.

G. In adversary proceedings, clients are litigants and though ill feeling may exist between clients, such ill feeling should not influence a lawyer's conduct, attitude, or demeanor towards opposing lawyers.

H. A lawyer should not use any form of discovery or the scheduling of discovery, as a means of harassing opposing counsel or counsel's client.

I. Lawyers will be punctual in communications with others and in honoring scheduled appearances and will recognize that neglect and tardiness are demeaning to the lawyer and to the judicial system.

J. If a fellow member of the Bar makes a just request for cooperation, or seeks scheduling accommodation, a lawyer will not arbitrarily or unreasonably withhold consent.

K. Effective advocacy does not require antagonistic or obnoxious behavior and members of the Bar will adhere to the higher standard of conduct which judges, lawyers, clients, and the public may rightfully expect.

Attachment: Celina Engagement Letter - City Attorney v2 2022 (Legal Services)

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:	October 11, 2022
Re:	Push Camera, Replaces 1620

Action Requested:

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

Background Information:

Staff requests authorization to procure a new Pearpoint Flexiprobe model 542 Push Camera with a 200 foot standard reel and a self leveling color camera system for replacement of unit 1620 through the following cooperative agreement.

- Cooperative Agency: Buyboard
- Cooperative Contract #: 676-22

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 vehicle & equipment replacement Fund (VERF). Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quote
Award Letter

Staff Recommendation:

Authorize the purchase as recommended.

Green Equipment Company
2563 Gravel Dr, Fort Wort
TX, US, 761
817-589-27

QUOTE

4441694000009618009

Issued Date	Sep 12, 2022 09:29 AM
Valid Until	Oct 12, 2022
Sales Manager	Jimmy Fougerousse
Email	jimmyfougerousse@greenequipco.com
Phone	817-247-5039
Amount	$ 10,028.45

Bill To
City of Celina
Steven Silco
AP Email:
AP Phone #: (972) 382-9886
10165 CR 106
Celina, TX, 75009

Ship To
Contact Email: ssilco@celina-texas.gov
Contact Phone: (972) 382-9886
302 W. Walnut
Celina, TX, 75009

Qty	Part Number	Item & Description	Unit Price	Amount
1	R10/542NTS C2-60-US	**Pearpoint Flexiprobe 542 - 200' Standard Reel w/2" Self Leveling Color Camera System to include the following:** Pearpoint Flexiprobe 542 - 200' Standard Reel w/2" Self Leveling Color Camera & Digital Monitor. Also includes a full set of skids for centering camera head, And 2 power supplies.	$ 10,351.00	$ 10,351.00
1	Miscellaneous	**Miscellaneous** Loyalty Discount	$ -517.55	$ -517.55
1	S&H	**Shipping** Shipping	$ 195.00	$ 195.00

Buy Board Contract # 676-22

Authorized By:_____

Sub Total **$ 10,028.4**

Attachment: PUSH CAM Unit 1620 (Push Camera, Replaces 1620)

Terms and Conditions: Pricing may not include local or state sales tax, freight, or other shipping charges that will be payed by customer. Please contact us if you need exact freight and tax charges. Pricing is valid for 10 days unless otherwise noted. All orders pre-pay, CO 10 days if qualified. We accept all major credit cards.

August 9, 2022

Sent Via Email: Zanesmith@greenequipco.com

Zane Smith
Green Equipment Company
2563 Gravel Drive
Fort Worth, TX 76118

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 676-22, Sewer Inspection and Cleaning Products

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/01/2022 through 9/30/2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 676-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

Attachment: PUSH CAM- Unit 1620 Buyboard (Push Camera, Replaces 1620)

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:	October 11, 2022
Re:	Pump Station, Ground Storage Tank & Transmission Pipeline

Action Requested:

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)

Background Information:

Design services include a new 25 MGD Pump Station, 8 MG Ground Storage Tank (GST), and approximately 25,500 linear feet of 54-inch transmission pipeline will be constructed to meet the growing demand in the High Pressure Plane. The proposed storage tank and pump station will be located within a purchased property between Glendenning Blvd and County Rd 90, east of County Rd 89. This contract will develop the Preliminary Design for the pump station, ground storage tank and transmission pipeline.

The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering 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:

Agreement

Staff Recommendation:
Authorize Design Services

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

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

Consultant:	Freese and Nichols, Inc.		
Consultant Project #:			
Project Name:	Glendenning Pump Station, Ground Storage Tank and Transmission Pipeline		
Purchase Order#		**Project #(s)**	N/A

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: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **Attached as Exhibit B**
3. **Timeline:** **Attached as Exhibit C**

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

ACCEPTANCE:

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

CITY OF CELINA	**CONSULTANT**
	Signature
Dawn Berry, Purchasing Manager	Clayton C. Barnard, PE, Principal/ Vice President
Date	September 26, 2022 Date

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

EXHIBIT A
SCOPE OF SERVICES

Project Understanding:

The City of Celina (Owner) continues to experience projected growth throughout the City. To continue to meet the population growth additional water infrastructure is necessary. A new 25 MGD Glendenning Pump Station (PS), 8 MG Ground Storage Tank (GST), and approximately 25,500 LF of 54-inch Transmission Pipeline will be constructed to meet the growing demand in the High Pressure Plane. The proposed Glendenning GST and PS will be located within a purchased property between Glendenning Blvd and County Rd 90, east of County Rd 89. This contract will develop the Preliminary Design for the pump station, ground storage tank and transmission pipeline.

The City purchases potable drinking water whole sale from the Upper Trinity River Water District (UTRWD). UTRWD delivers the water to the City's Celina Road Pump Station along the western boundary of the city limits, north of FM 428. Water is then distributed throughout the Low Pressure Plane and boosted by the Downtown Pump Station into the High Pressure Plane. The proposed Glendenning GST will receive water from the Celina Road Pump Station through a proposed 54-inch Transmission Pipeline that will generally follow FM 428 and Glendenning Parkway. FM 428 is planned for expansion and an existing 18-inch line will be removed with the widening. This project will not develop TxDOT submittals but will consider the roadway improvements within the alignment selection.

This project will select the final alignment for the transmission pipeline and determine the parameters for the final design for the pump station. Those include the sizing and layout of the pump station building and equipment, electrical room and equipment, utility transformer, backup generator, GST, including the overflow elevation, yard piping, flow meter and identify the location for the future fleet center.

Basic Services:

Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

Project Management

1. Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner; and to develop design criteria.

2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.

3. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.

4. Prepare monthly reporting including status report, recent activities, schedule updates, and scope changes. Prepare monthly invoices.

Task 1 – Study Phase: FNI shall provide professional services in this phase as follows:

1. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others and assist Owner in connection with any such services, such as proposed Celina ISD facilities, or TxDOT improvement plans. Collect and review existing data, reports, mapping, and records from Owner. Review documents associated with the project. Provide analyses of Owner's requirements for the Project, including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

2. Determine pump station system capacity and head requirements over the study period. Utilize the hydraulic model developed as part of the recent Water Master Plan for hydraulic analyses. Utilize existing 2025, 2030 and buildout peak day model runs to develop peak day system curves. FNI will develop 2025, 2030 and buildout minimum day and average day steady state model runs and utilize these model runs to develop system curves. FNI will assume that projected minimum day demands will be 60% of average day demands. Water demands including demand allocation from the recent Water Master Plan will be utilized. Determine size and capacity of pump stations, pipelines, tanks, and related facilities.

3. Conduct a workshop with Owner's staff to consider site facilities, piping and pumping options in consideration with the layout of the pump station site with consideration of the ultimate 75 MGD build out of the site.

4. Prepare a desktop route study for the pipelines. Obtain GIS mapping of the route corridors, where available. Up to three routes will be evaluated with the primary route being along FM 428 and Glendenning Pkwy. Study shall include analysis of hydraulics, pump station and delivery point location, construction costs, existing utilities, conflicts with existing infrastructure, land costs (to be provided by Owner), environmental considerations, accessibility, proximity to power sources for pumping stations and permitting requirements. Study will include site visits to points of public access. Furnish exhibits indicating proposed alignment options gathered GIS information to determine final alignment.

5. Prepare a technical memorandum (TM) containing recommended pipeline route, facility locations, pipeline and pump station schematic layouts, pump station floor plan conceptual layouts, and conceptual design criteria with appropriate exhibits to indicate the considerations involved and alternative solutions (where indicated) and setting forth FNI's findings and recommendations with opinions of probable construction costs (OPCC) for the Project. FNI will provide the pump station layout to Celina ISD for coordination.

6. Furnish 3 copies of the TM and present and review it in person with Owner. Receive and address Owner's comments and issue the final Report

7. Deliverables for the Study Phase include

    a. Draft Copy of Study Technical Memorandum

    b. Final Copy of Study Technical Memorandum

    c. Alignment Study Map Exhibits in GIS and pdf format

Task 2 – Preliminary Design Phase: After Owner has accepted the Study Phase Reports and has issued written authorization to proceed with the Preliminary Design Phase, FNI shall:

1. Based upon final location of facilities, prepare the final hydraulic design basis of the system, including pipe diameters, pump station capacity, tank capacity, phasing, preliminary pump selection, preliminary design of flow control valves, pipe and valve selection, flowmeter selection, conceptual surge control method and miscellaneous appurtenances.

2. Conduct a workshop with Owner's staff to discuss layouts, equipment selection, construction materials, operation and maintenance criteria, Owner's preferences, and alternatives to be studied. Those include pump type and architectural considerations. FNI will bring lead designers from the major disciplines to the workshop. FNI will attend site trips with Owner's staff to view similar pump stations.

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

3. Prepare preliminary floor plan layouts and sections for pump stations, tanks, pond and flow control structures. Include conceptual design and layout of structural, electrical, HVAC, and architectural components.

4. FNI will coordinate with Celina ISD regarding the architectural features of the pump station. Architectural renderings are included as a special service and can be prepared if requested..

5. Prepare preliminary one-line diagrams of power systems and an electrical room floor plan and equipment layout. Determine preliminary motor loads. Evaluate starting restrictions provided by the utility and determine options for meeting the limits. Determine if VFDs will be used. Determine soft-starters for any constant speed pumps. Determine the motor voltage. Determine preliminary generator size requirements for a diesel generator. Determine general cable routing within the building. Determine the instrumentation required at the facility. Coordinate with the local electric utility company to determine their requirements for power for the pump station project. Attend a meeting with the utilities and other representatives. We have assumed one (1) meeting during the preliminary engineering phase with the local utility.

6. Conceptual Architectural Design

    a. Design criteria will be established for the architectural design of the pump station.

    b. Review and apply Owner's preferences for roof system, sound attenuation, access, lighting, control room, storage rooms, restrooms, office and other features for the pump station building.

    c. Provide three draft sets of conceptual elevations for the building exterior to follow design patterns outlined. Any additional concepts will be an additional service.

    d. Identify materials of construction for the building following selection of conceptual design.

7. Prepare preliminary overall process diagram.

8. Prepare preliminary site layout for pump station, tank, pond and flow control facilities, including facilities, roads, sidewalk, parking, fencing, site piping, and drainage structures.

9. Based on upon desktop pipeline route study from the Study Phase, proceed with final pipeline alignment selection

    a. Provide GIS alignment to surveyor to prepare property boundary information in GIS format. FNI will obtain Right of Entry with use of Owner letterhead.

    b. FNI will review alignment in the field and make modifications to avoid conflicts and determine the final pipeline alignment. Final alignment will be based upon property considerations, constructability, hydraulics, pump station and delivery point locations, construction costs, conflicts with existing infrastructure, land costs (to be provided by Owner), environmental considerations, accessibility, proximity to power sources for pumping stations and permitting requirements.

    c. FNI will meet with third party road, TxDOT, and railroad authorities, utility owners, development review and approval departments, and other agencies having jurisdiction over alignment approval. Meetings will be to coordinate the third-party requirements and seek approval of the final alignment. FNI will gather mapping of existing utilities to assist in route selection and pipeline design.

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

d. FNI will update GIS mapping based upon the field alignment selection and provide copies to Owner. FNI will receive comments from Owner and finalize the pipeline alignment, update GIS Mapping and issue three (3) copies of final alignment map books to Owner and Surveyor.

10. Prepare preliminary design report (PDR) consisting of final design criteria, codes and standards, permitting requirements, evaluation of alternatives, equipment selection, project phasing and bid packages, updated project schedule, opinion of probable construction cost (OPCC), preliminary drawings and outline specifications.

11. Furnish three (3) copies of the PDR and present PDR to Owner. Receive Owner comments, make modifications to the PDR, and issue three (3) copies of the final draft of PDR.

12. Deliverables for the Preliminary Design Phase include:

    a. Draft Copy of Preliminary Design Report

    b. Final Copy of Preliminary Design Report

    c. Draft Copy of Pipeline Alignment Map Books

    d. Final Copy of Pipeline Alignment Map Books

Task 3 – Detention Pond Analysis: FNI will expand upon a previous preliminary hydrologic study and shall provide professional services in this phase as follows:

1. Expand the preliminary evaluation for the potential use of an existing pond as a detention facility to mitigate runoff increase from the Glendenning PS and Celina ISD site.

2. Revise modeling assumptions from previous hydrologic study to reflect pertinent changes in proposed project concept, land use assumptions, and proposed drainage patterns assumptions.

3. Revise modeling assumptions from previous hydrologic study to reflect existing pond storage capacity and outlet works. This data will be based on the topographic and bathymetric surveys to be performed under Task 5.

4. Perform existing conditions hydrologic simulations in HEC-HMS incorporating survey data for the existing pond. The calculated peak discharge values from the existing pond will set the upper limit for the proposed conditions detention pond outflows. Simulations will be performed for the 2-, 10-, 25-, and 100-year annual-chance design storm events.

5. Perform hydrologic simulations based on proposed conditions on the Glendenning PS and Celina ISD site but keeping the existing pond characteristics. This intermediate simulation will be used to determine the volume differential between existing and proposed conditions for the 2-, 10-, 25-, and 100-year annual-chance design storm events. FNI will coordinate with Celina ISD on assumptions for their site.

6. Develop a preliminary detention pond concept

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

a. Develop proposed detention pond footprint and preliminary grading using AutoCAD Civil 3D. Preliminary detention pond concept will adhere to the requirements set forth under Section 3.09 of the City of Celina Engineering Standards (Sep/2019).

b. Develop detention pond elevation-area-volume relationship.

c. Pond footprint will consider environmental constraints as defined under Task 6.

7. Perform post-project hydrologic simulations based on proposed conditions on the Glendenning PS and Celina ISD site and proposed detention pond characteristics. The proposed outlet works concept will be simulated in HEC-HMS based on a hypothetical set of weirs to achieve the desired maximum outflow for each storm event. Detailed outlet works design will be performed at a later stage.

8. Revise preliminary detention pond concept in AutoCAD Civil 3D based on HEC-HMS simulation results. FNI will perform this task one (1) time to refine simulation results.

9. Update post-project hydrologic simulations based on refined detention pond characteristics.

10. Create exhibit illustrating conceptual detention pond layout. The layout will include a layout of sidewalk along the perimeter.

11. Update previous hydrologic study to incorporate methodology and results from preliminary detention pond analysis (Task 3). Submit Draft technical memo (pdf document) to City and Celina ISD for review.

12. FNI will address one (1) round of City and Celina ISD comments and submit Final technical memo.

Task 4 – Pipeline Abstract Map: Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided:

1. Ownership Data – Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed pipeline alignment. All properties shall be numbered to match the corresponding list of landowners in the Excel spreadsheet.

2. Property Map – Research, abstract and create a preliminary partial map along the proposed pipeline alignment with owner information.

Task 5 – Environmental Services:

Environmental Desktop Review

1. Consultant's environmental scientist will conduct a desktop review of up to three route alternatives to identify potential environmental permitting issues. Consultant's environmental scientists will coordinate with the design team on potential issues identified and develop an environmental constraints map to assist with alignment selection.

Data Compilation and Pedestrian Survey

1. Consultant's environmental scientists will compile existing study information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps,

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.

2. Consultant's environmental scientists will conduct a pedestrian survey along the chosen route alternative, the proposed pump station site, and associated stormwater detention pond expansion to document existing conditions within the proposed project limits and identify potential pre-construction notification (PCN) triggers. This investigation will include the following:

    a. Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers (USACE) regulations. Waters of the U.S. are regulated by the USACE, and activities conducted within the jurisdictional boundaries of waters of the U.S require a permit under Section 404 of the Clean Water Act. FNI environmental scientists will document the presence of jurisdictional waters such as streams, wetlands, or open water bodies, and will GPS the boundaries of these features. Wetlands will be delineated per the Corps of Engineers 1987 Wetlands Delineation Manual and the applicable Regional Supplement.

    b. Identification of potential habitat for any federally listed threatened or endangered species.

THC Coordination

1. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, and in accordance with NWP General Condition 20 Historic Properties, coordination with THC will be required. Once the Area of Potential Effects (APE) has been defined, FNI will prepare a letter describing the project, including maps, requesting review by the THC to determine if a cultural resources survey will be required. This task does not include a cultural resources survey, if required, but can be provided as an additional service.

Environmental Permitting Memorandum

1. Consultant's environmental scientists will prepare a technical memorandum documenting the findings of the pedestrian survey, an estimate of potential impact to waters of the U.S., and a discussion of potential Section 404 permitting options.

2. This scope assumes that the proposed pipeline, pump station, and associated stormwater detention pond expansion can be designed to meet the terms and conditions of a Nationwide Permit without requiring the submittal of a PCN to the USACE. In the event a PCN is required, consultant can prepare PCN as an additional service.

3. This scope assumes that mitigation services will not be required by the project since a PCN would be avoided. If mitigation services are required, they will be considered additional service.

4. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction.

5. Consultant will coordinate with the Project Team (City and Design Team) to discuss the findings of the site visit, potential ways to avoid PCN triggers, and comments to the draft technical memorandum.

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

SPECIAL SERVICES:

Special Services to be performed by FNI include the following:

Task 6 – Topographic Survey (Pump Station Site): Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided:

1. Topographical/Design Survey – Survey and prepare a detailed design/topographical and bathometric survey of the Southern Portion of the Glendenning Blvd Pump Station site. The survey will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, lot lines, drainage structures, fences, trees 6-inches and larger, visible utilities and will be based upon the Texas Coordinate System NAD/83 and NAVD/88 Vertical Datum and will be delivered in an electronic AutoCAD format.

Task 7 – Architectural Renderings: FNI will prepare renderings based on the approved architectural concepts:

1. FNI will prepare up to three renderings showing various perspective of the pump station and grounds storage tanks.
2. Upon receipt of City comments on the renderings, FNI will make the agreed upon changes and resubmit electronic versions of the renderings.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

A. Field surveying required for the preparation of designs and drawings. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance with these services.

B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.

C. Providing renderings, model, and mock-ups requested by the Owner other than those listed within the scope of work.

D. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

G. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

H. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

I. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

J. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

K. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

L. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

M. Provide Geotechnical investigations, studies and reports.

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

EXHIBIT B

ENGINEERING FEE SUMMARY:

FNI proposes to furnish services as described herein for a total fee of Five Hundred Twelve Thousand Eighty Dollars ($512,080). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the CLIENT before proceeding.

BASIC SERVICES (LUMP SUM)		AMOUNT
Task 1	Study Phase	$128,800
Task 2	Preliminary Design Phase	$277,850
Task 3	Detention Pond Analysis	$45,900
Task 4	Pipeline Abstract Map	$12,300
Task 5	Environmental Services	$15,400
	Subtotal	**$480,250**
SPECIAL SERVICES (HOURLY NOT-TO-EXCEED)		**AMOUNT**
Task 6	Topographic Survey	$11,980
Task 7	Architectural Renderings	$19,850
	Subtotal	**$31,830**
	TOTAL	**$512,080**

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

EXHIBIT C
TIMELINE

PROJECT SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

1. Submit Draft Study Phase TM: 90 days after Notice to Proceed
2. Submit Final Study Phase TM: 30 days after Draft Review comments from City.
3. Submit Draft Preliminary Design Report: 120 days after Study Phase approval
4. Submit Final Preliminary Design Report: 45 days after Draft Review comments from City.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CLIENT:

Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the plans and specifications.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Client shall make or arrange to have made all subsurface investigations, including, but not limited, to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

Attachment: 2022 Work Order_Glendenning PS GST and PL PDR (Glendenning Pump Station Design)

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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:	October 11, 2022
Re:	Downtown Inner Loop, CO 6

Action Requested:

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)

Background Information:

On December 14, 2021 Council authorized the award of Bid 2021-0102 for the Downtown Inner Loop Project to Quality Excavation. The award authorized and included ten percent contingency funds. Change Order 6, exceeds $50,000 and by statute requires Council authorization.

The additional work is requested to add conduit for future fiber installation to the future City Hall on Beech Street.

Alternatives:

Council may reject the change order and direct staff.

Financial Considerations:

Funding is available in the current budget.

Supporting Documents:

Change Order 6

Staff Recommendation:

Authorize the Change Order 6

CELINA TEXAS est. 1876
Life Connected.

CCO #006

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

Project: R20, D20, W20, S20 - Downtown Inner Loop Phase I
142 N. Ohio Street
Celina, Texas 75009
Phone: 972-382-2682

Subcontract Change Order #006: Modified Joint Trench

CONTRACT COMPANY:	**Quality Excavation** 5580 US Hwy 377 Aubrey , Texas 76227	**CONTRACT FOR:**	SC-R20, D20, W20, S20-001 :Downtown Inner Loop Improvements Phase 1
DATE CREATED:	8/30/2022	**CREATED BY:**	Andy Glasgow **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:	09/01/2022	**REVIEW DATE:**	08/30/2022
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	3 days	**EXECUTED:**	No
SIGNED CHANGE ORDER RECEIVED DATE:		**TOTAL AMOUNT:**	$60,928.00

DESCRIPTION:
Addition of 2" PVC conduits for City Fiber to future City Hall location on Beech Street.

ATTACHMENTS:
JOINT TRENCH_2022_08_24.pdf, PCO#10_06-07-22_Jnt_Trench_Change.pdf

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
009	Modified Joint Trench	3 days	$60,928.00
		Total:	$60,928.00

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
009	CE #007 - Joint Trench Conduits & Pull Boxes	3 days	$60,928.00
		Total:	$60,928.00

CHANGE ORDER LINE ITEMS:

PCO # 009: CE #007 - Joint Trench Conduits & Pull Boxes

#	Budget Code	Description	Amount
1	26-05-33-11-02.CS Joint Use Trench (12" wide, 36" deep).Construction Sewer	Joint Use Trench (12" Wide, 36" Deep)	$(236,600.00)
2	26-05-33-11-03.CR Modified Joint Use Trench (12" wide, 36" deep).Construction Road	Modified Joint Use Trench (12" Wide, 36" Deep)	$266,110.00
3	26-05-34-12.CR Pull Box, Buried Type.Construction Road	Pull Box (243624) - Colorado Type	$31,418.00
		Grand Total:	**$60,928.00**

The original (Contract Sum)	$ 8,940,624.66
Net change by previously authorized Change Orders	($117,228.60)
The contract sum prior to this Change Order was	$ 8,823,396.06
The contract sum will be increased by this Change Order in the amount of	$ 60,928.00
The new contract sum including this Change Order will be	$ 8,884,324.06
The contract time will be increased by this Change Order by 3 days.	

Attachment: CO 6 (Downtown Inner Loop, CO 6)

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CCO #006

Attachment: CO 6 (Downtown Inner Loop, CO 6)

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Gabrielle Milam

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Andy Glasgow

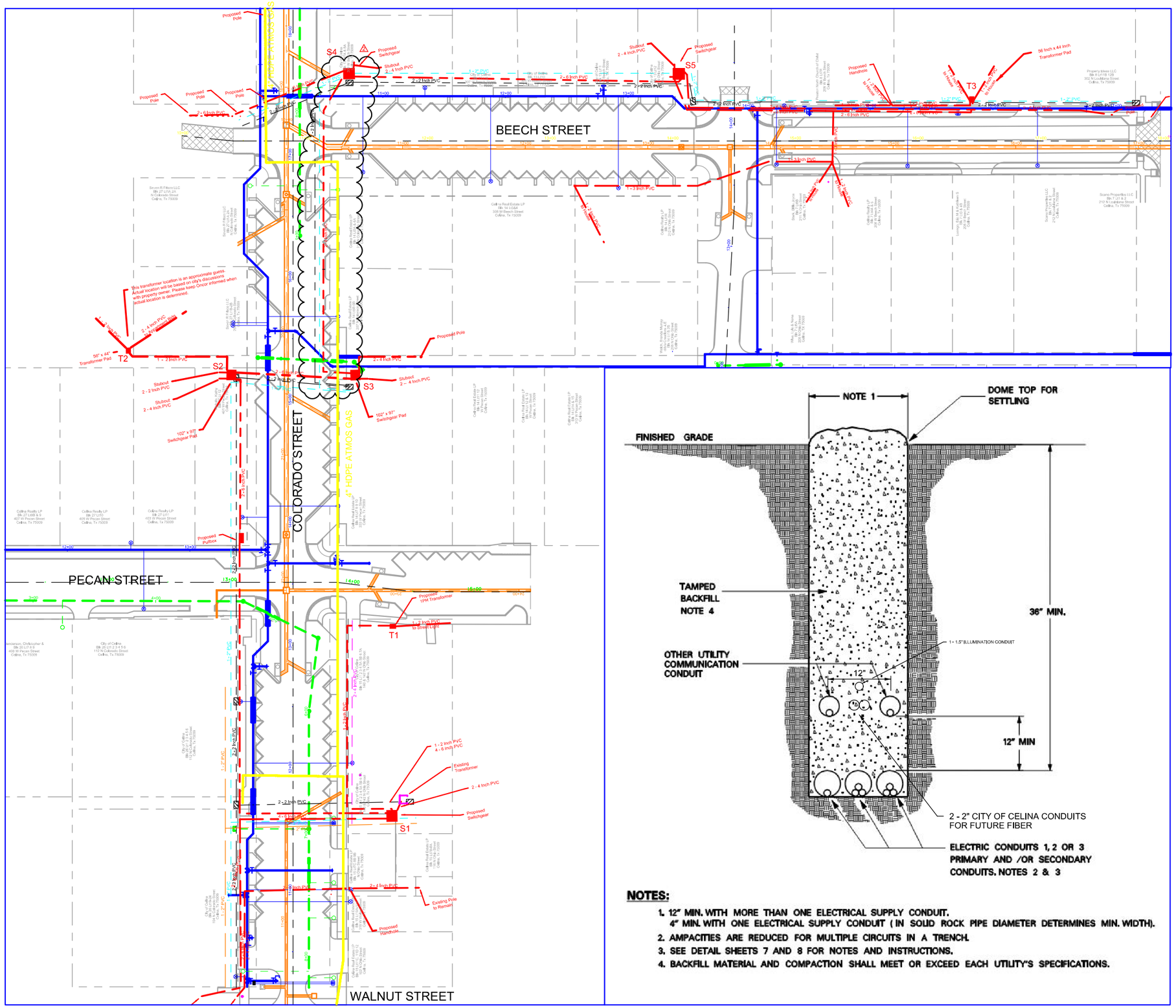
City of Celina
142 N. Ohio Drive
Celina, Texas 75009

SIGNATURE **DATE**
Dawn Berry

Quality Excavation
5580 US Hwy 377
Aubrey , Texas 76227

DocuSigned by:
Douglas E. Murphy
AA418EA3BD2740C...
8/31/2022

SIGNATURE **DATE**
Douglas E. Murphy


BEECH STREET
COLORADO STREET
PECAN STREET
WALNUT STREET
4" HDPE ATMOS GAS
S1
S2
S3
S4
S5
T1
T2
T3
Proposed Pole
Proposed Switchgear
Proposed Handhole
Proposed Pullbox
Proposed 1PH Transformer
Existing Transformer
Existing Pole to Remain
Stubout 2 - 4 Inch PVC
Stubout 2 - 2 Inch PVC
102" x 97" Switchgear Pad
56" x 44" Transformer Pad
56 Inch x 44 Inch Transformer Pad
This transformer location is an approximate guess. Actual location will be based on city's discussions with property owner. Please keep Oncor informed when actual location is determined.
1 - 2 Inch PVC to Street Light
1 - 2 Inch PVC 4 - 6 Inch PVC
2 - 4 Inch PVC
2 - 2 Inch PVC
1 - 3 Inch PVC
1 - 2" PVC
2 - 6 Inch PVC
1 - 6 Inch PVC
2 - 2 Inch PVC
1 - 2 Inch PVC
2 - 4 Inch PVC
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2 - 2 Inch PVC
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2 - 2

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Joe Monaco, Director of Marketing and Communications
Date:	October 11, 2022
Re:	2023-003 Event Cleanup

Action Requested:

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)

Background Information:

On 9/27/2022, the City received responses to bid 2023-003 for Event Cleanup. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred and thirty eight (138) vendors were notified. One (1) bid was received. The contracted vendor will perform janitorial duties before, during, and after the following City events: Cinco De Mayo, Cajun Fest, Splash & Blast, Beware! Of the Square, Oktoberfest, and Christmas on the Square.

An initial review was completed by Purchasing and forwarded to the using department for evaluation. Staff completed the evaluation and recommends award to B-Weiss Entertainment Group, LLC.

The contract period is for one (1) year with the option to renew for up to four (4) one (1) year periods.

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:

Tab Sheet
Agreement

Staff Recommendation:

Award Bid # 2023-003

Event Number	2023-003	Organization	City of Celina eBid
Event Title	Event Cleanup	Workgroup	Purchasing
Event Description	The City of Celina is requesting quotes for an annual contract for event cleanup before, during, and after City events.	Event Owner	Ryan Quigley
Event Type	RFP	Email	rquigley@celina-tx.gov
Issue Date	9/12/2022 08:00:01 AM (CT)	Phone	
Close Date	9/27/2022 10:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
B-Weiss Entertainment Group, LLC	Dallas	TX	9/24/2022 03:51:12 PM (CT)	6	$ 28,500.0

Attachment: Bid Tabulation for Council (2023-003 Event Cleanup)

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 **B-Weiss Entertainment Group LLC** (hereinafter referred to as the "Provider") for **Event Cleanup Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Event Cleanup, Bid # 2023-003** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

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

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

4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from October 12, 2022 to October 12, 2023. 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 B-Provider Bid Response**, attached hereto and incorporated herein by reference.

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

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

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

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

10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit A.** Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS,**

Attachment: 2023-003 Agreement with B-Weiss (2023-003 Event Cleanup)

ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

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

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

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

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions

Attachment: 2023-003 Agreement with B-Weiss (2023-003 Event Cleanup)

exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

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

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

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

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

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

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

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

Attachment: 2023-003 Agreement with B-Weiss (2023-003 Event Cleanup)

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	**Provider**
Attn: Contracts	B-Weiss Entertainment Group LLC
142 N. Ohio	831 4th Ave
Celina, TX 75009	Dallas, TX 75226
contracts@celina-tx.gov	Matt.Stacks@bweissent.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 _____ day of October, 2022.

CITY OF CELINA	**PROVIDER**
_____	_____
Jason Laumer, City Manager	_____
	Type/Print Name and Title
_____	_____
Date	Date

Attachment: 2023-003 Agreement with B-Weiss (2023-003 Event Cleanup)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andy Figueroa, Director of Public Works
Date: October 11, 2022
Re: 2022-0184 Sand, Gravel, and Flexbase

Action Requested:

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)

Background Information:

On 09/22/2022, the City received responses to bid 2022-0184 for Sand, Gravel and Flexbase. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which six hundred and twenty four vendors were notified. Five responses were received. Quantities listed in the solicitation were estimates only and not a guarantee of future purchases.

An initial review was completed by Purchasing and forwarded to Public Works for further evaluation. Staff recommends awarding a primary and secondary award as follows.

Vendor	Primary	Secondary
CJA	1.1, 1.2, 1.5, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12	1.3, 1.4
P&K Stone	1.3	1.6, 1.7, 1.8, 1.9, 1.11
David Copeland Sand & Gravel	1.4	1.1, 1.2, 1.10, 1.12
Site One Landscape Supply	No Award	1.5
Green Dream International	1.6	No Award

The contract period is for one (1) year with the option to renew for up to four (4) additional one (1) year periods.

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:
Tab Sheet

Staff Recommendation:
Award Bid # 2022-0184

	Award
Primary	
Secondary	

1.1	TOPDRESSING SAND					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	P&K Stone LLC	300	TON		$0.00	$0.00
	CJA Enterprises LLP	300	TON		$28.75	$8,625.00
	DAVID COPELAND SAND & GRAVEL, INC.	300	TON		$40.00	$12,000.00
	SiteOne Landscape Supply	300	TON		$46.00	$13,800.00
	Green Dream Internationl	300	TON		$51.19	$15,357.00
1.2	Cushion Sand					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	P&K Stone LLC	2000	TON		$0.00	$0.00
	CJA Enterprises LLP	2000	TON		$13.25	$26,500.00
	DAVID COPELAND SAND & GRAVEL, INC.	2000	TON		$24.00	$48,000.00
	Green Dream Internationl	2000	TON		$30.53	$61,060.00
	SiteOne Landscape Supply	2000	TON		$35.00	$70,000.00
1.3	Limestone 3/4 Rock Utility					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	DAVID COPELAND SAND & GRAVEL, INC.	100	TON		$0.00	$0.00
	Green Dream Internationl	100	TON		$0.00	$0.00
	P&K Stone LLC	100	TON		$37.54	$3,754.00
	CJA Enterprises LLP	100	TON		$39.25	$3,925.00
	SiteOne Landscape Supply	100	TON		$60.00	$6,000.00
1.4	#57 Limestone Utility Rock					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	P&K Stone LLC	1000	TON		$43.56	$43,560.00
	DAVID COPELAND SAND & GRAVEL, INC.	1000	TON		$39.00	$39,000.00
	CJA Enterprises LLP	1000	TON		$39.25	$39,250.00
	Green Dream Internationl	1000	TON		$50.33	$50,330.00
	SiteOne Landscape Supply	1000	TON		$60.00	$60,000.00
1.5	TOP SOIL (Screened)					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	P&K Stone LLC	500	TON		$0.00	$0.00
	CJA Enterprises LLP	500	TON		$20.25	$10,125.00
	SiteOne Landscape Supply	500	TON		$28.00	$14,000.00
	DAVID COPELAND SAND &	500	TON		$35.00	$17,500.00
	Green Dream Internationl	500	TON		$36.22	$18,110.00
1.6	Flexbase (TXDOT#247					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	P&K Stone LLC	1000	TON		$32.67	$32,670.00
	Green Dream Internationl	1000	TON		$28.66	$28,660.00
	CJA Enterprises LLP	1000	TON		$32.75	$32,750.00
	DAVID COPELAND SAND & GRAVEL, INC.	1000	TON		$36.00	$36,000.00
	SiteOne Landscape Supply	1000	TON		$55.00	$55,000.00
1.7	Rip Rap 12 inch X 8 inch					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	Green Dream Internationl	50	TON		0	0
	P&K Stone LLC	50	TON		$49.00	$2,450.00
	CJA Enterprises LLP	50	TON		$48.55	$2,427.50
	DAVID COPELAND SAND & GRAVEL, INC.	50	TON		$54.00	$2,700.00
	SiteOne Landscape Supply	50	TON		$64.50	$3,225.00

Attachment: Bid Tabulation by Line Item Highlighted for Council (2022-0184 Sand, Gravel, and Flexbase)

1.8	**Rip Rap 12 inch X 18 inch**					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	Green Dream Internationl	50	TON		$0.00	$0.00
	P&K Stone LLC	50	TON		$51.30	$2,565.00
	CJA Enterprises LLP	50	TON		$48.55	$2,427.50
	DAVID COPELAND SAND & GRAVEL, INC.	50	TON		$56.00	$2,800.00
	SiteOne Landscape Supply	50	TON		$66.00	$3,300.00
1.9	**Rip Rap 18 inch X 24 inch**					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	Green Dream Internationl	50	TON		$0.00	$0.00
	P&K Stone LLC	50	TON		$52.44	$2,622.00
	CJA Enterprises LLP	50	TON		$48.55	$2,427.50
	DAVID COPELAND SAND & GRAVEL, INC.	50	TON		$60.00	$3,000.00
	SiteOne Landscape Supply	50	TON		$69.00	$3,450.00
1.10	**3/8 inch Pea Gravel**					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	P&K Stone LLC	50	TON		$0.00	$0.00
	Green Dream Internationl	50	TON		$0.00	$0.00
	CJA Enterprises LLP	50	TON		$28.75	$1,437.50
	DAVID COPELAND SAND & GRAVEL, INC.	50	TON		$44.00	$2,200.00
	SiteOne Landscape Supply	50	TON		$55.00	$2,750.00
1.11	**Decomposed Granite**					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	Green Dream Internationl	50	TON		$0.00	$0.00
	P&K Stone LLC	50	TON		$38.40	$1,920.00
	CJA Enterprises LLP	50	TON		$27.00	$1,350.00
	DAVID COPELAND SAND & GRAVEL, INC.	50	TON		$44.00	$2,200.00
	SiteOne Landscape Supply	50	TON		$62.00	$3,100.00
1.12	**Manufactured Sand (Ice**					
	Supplier	**QTY**	**UOM**	**Estimated**	**Unit Price**	**Extended**
	Green Dream Internationl	200	TON		$0.00	$0.00
	P&K Stone LLC	200	TON		$36.11	$7,222.00
	CJA Enterprises LLP	200	TON		$31.00	$6,200.00
	DAVID COPELAND SAND & GRAVEL, INC.	200	TON		$36.00	$7,200.00
	SiteOne Landscape Supply	200	TON		$46.00	$9,200.00

Attachment: Bid Tabulation by Line Item Highlighted for Council (2022-0184 Sand, Gravel, and Flexbase)

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Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kristina Peters, Human Resources Director
Date:	October 11, 2022
Re:	NeoGov

Action Requested:
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)

Background Information:

The purchase of a human resource information system (HRIS) will allow staff to integrate the employee life cycle starting with the application through onboarding and extend through file maintenance, performance reviews, self service employee options and can feed to payroll and finance.

The software will accelerate time to hire by centralizing the process of attracting applicants, screening them, and landing a qualified hire that's productive on day one, while ensuring compliance. The system allows for a branded online career portal that accommodates complex applications and is accessible from our website. It will modernize communication with text messaging, electronic offer letters, and a self-service portal. It will generate reports for EEO, diversity and inclusion initiatives, and analyze time-to-hire while integrating with background checks and assessment providers.

Additionally, it will centralize all personnel data in one place with Core HR and will maintain compliance and increase efficiency across the organization, leaving behind tedious manual processes and moving forward with an efficient system that allows for employee self-service information updates that automatically trigger's approval workflows while maintaining compliance.

The system allows managers to track employee performance and provide continuous feedback and to be able to establish individual employee goals, measure progress, and identify areas for improvement. It will set reminders for managers to schedule check-ins and evaluations and track the status of completion and generate reports and analytics on how employees and managers across the organization are performing, and where training may be required. The capability to support traditional one-on-one performance reviews, employees who report to multiple managers, and employee self-rating

Staff reviewed three other HRIS systems. They include UKG, Workday, and Tyler. UKG had a recent major security breach and did not meet the security controls required by Information Technology. Workday did not properly integrate with finance and payroll. Tyler was not a fully built out HRIS system

and did not meet the needs of the City.

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.

Year 1:	$27,735.00
Year 2:	$62,242.00
Year 3:	$65,594.50

Supporting Documents:
Tab Sheet
Services Agreement

Staff Recommendation:
Award the purchase as recommended.

NEOGOV™

NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 2120 Park Pl. El Segundo, CA 90245 billing@neogov.net		Customer Name & Address: Celina, City of (TX) 142 N. Ohio St. Celina, TX 75009	
Quote Creation Date:	Aug 12th, 2022	Contact Name:	Shannon Gartner
Quote Expiration Date:	Oct. 31st, 2022	Contact Email:	sgartner@celina-tx.gov
Payment Terms	Annual. Net 30 from NEOGOV invoice.		

Fee Summary

Service Description	Term	Term Fees
FTE- 250-299		
Insight (IN) Government Jobs (GJS) Candidate Text Messaging (CTM) Onboard (ON) eForms (EF) Perform (PE)	Year 1	$9,535.00
Insight (IN) Government Jobs (GJS) Candidate Text Messaging (CTM) Onboard (ON) eForms (EF) Perform (PE) Learn (LE)	Year 2	$62,242.10
Insight (IN) Government Jobs (GJS) Candidate Text Messaging (CTM) Onboard (ON) eForms (EF) Perform (PE) Learn (LE)	Year 3	$65,594.50
Professional Services – Implementation and Training	Year 1	$18,200.00

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Attachment: NEOGOV ORDER FORM - Celina City of (TX)- TMS '22 (NeoGov, HR Software)

NEOGOV™

1. Initial Term 36 months

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Celina, City of (TX)	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Attachment: NEOGOV ORDER FORM - Celina City of (TX)- TMS '22 (NeoGov, HR Software)

NEOGOV

PowerDMS
Digital Management Software
A NEOGOV Company

SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its

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Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. Payment Terms.

   a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

   b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV's request therefor.

   c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

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a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing it obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the

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NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.

c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference: https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf.

d) Data Responsibilities.

i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such

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data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

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c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.

c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

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i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

a) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those

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providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

18. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.

21. General. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any

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breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Services Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

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Exhibit B
PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability**. The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. **CAD/RMS Assumptions**. The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.

3. CAD/RMS Provisions. The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.

4. **SOW**. NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer

2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
- Configure Customer administrator account - NEOGOV
- Walk Customer through the survey builder - NEOGOV
- Walk Customer through the rules builder - NEOGOV
- Walk Customer through the Feedback Board- NEOGOV
- Walk Customer through Activity /Survey tools- NEOGOV
- Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV

3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer

4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
- Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
- Connect to Customer CAD/RMS Data – Customer
- Test data – NEOGOV and Customer

5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
- Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
- Configure the questions in the survey tool = NEOGOV and Customer

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- Configure the acceptable responses in the survey tool = NEOGOV and Customer
- Configure additional criteria (Follow Up question only) = NEOGOV and Customer
- Send sample survey to Customer on text message = NEOGOV and Customer
- Review in Feedback Board and Activity Screens= NEOGOV and Customer

6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
- Configure the rules and texts = NEOGOV and Customer
- Send example encounters to test rules = NEOGOV and Customer
- Review in Activity= NEOGOV and Customer

7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
- Identify Personnel information needed for notifications and digest emails
- Import Personnel information for receiving messages and emails from Customer provided .xls or .csv

8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
- NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
- Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment

9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services:
NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

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Exhibit C
HRIS Addendum

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the mutually agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module"):

1. Benefits Module Representative. Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.

2. Use of the Benefits Module.

   a) HR Users. Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.

   b) NEOGOV Not Fiduciary Advisor. Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

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c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.

3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).

4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")

a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).

b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.

5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by

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Customer, and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each paydate for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

   a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.

   b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.

   c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.

   d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

   a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.

   b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.

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c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.

e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.

f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.

g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.

h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.

4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.

5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.

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6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.

7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.

8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.

9. Additional Termination Rights.

   a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.

   b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

Attachment: NG_ServicesAgreement_V032122 (NeoGov, HR Software)

NEOGOV™

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Exhibit D
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and

Attachment: NG_ServicesAgreement_V032122 (NeoGov, HR Software)

access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Attachment: NG_ServicesAgreement_V032122 (NeoGov, HR Software)

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	Criminal Justice Division Grant for Police

Action Requested:

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

Background Information:

A Council Resolution approving the submission of a grant application is required for the completion of this grant application.

This grant provides funding that may be used to provide additional equipment (Bullet Proof Shields) for criminal justice purposes as it relates to Active Attacks or other incidents that require the use of bullet proof shields. The intention for the use of the funds of this grant is to equip School Resource Officers and additional Celina Police Officers with bullet proof shields.

Supporting Documents:

Proposed Resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2022-___R

RESOLUTION BY THE CITY OF CELINA APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR CELINA'S PARTICIPATION IN THE BULLET RESISTANT SHIELD GRANT.

WHEREAS, The City Council of the City of Celina finds it in the best interest of the citizens of the City of Celina, that the Celina Police Department participate in the Bullet Resistant Shield Grant to be operated in the 2023 FY; and

WHEREAS, The City Council of the City of Celina acknowledges that the Bullet Resistant Shield Grant does not require matching funds and is based on reimbursement of authorized expenditures within the approved grant budget ; and

WHEREAS, The City Council of the City of Celina agrees that in the event of loss or misuse of the Bullet Resistant Shield Grant funds, the City Council of the City of Celina assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full.

WHEREAS, The City Council of the City of Celina designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City Council of the City of Celina, TX approves submission of the grant application for the Celina Police Department's participation in the Bullet Resistant Shield Grant to the Office of the Governor, Criminal Justice Division.

DULY PASSED AND APPROVED this 11th day of October 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Grant Application Number: 4654401

Attachment: RES 2022-___R _police bullet resistant shield grant (Criminal Justice Division Grant for Police)

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:	October 11, 2022
Re:	Oncor Rate Increase Denial Resolution

Action Requested:

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)

Background Information:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about $6.02 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to*** **October 30, 2022.**

Legal Review:

The City Attorney has reviewed the Resolution.

Supporting Documents:
Denial Resolution

Staff Recommendation:
Staff recommends for approval.

RESOLUTION NO. 2022-____R

A RESOLUTION OF THE CITY OF CELINA, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") 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.

WHEREAS, the City of Celina, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by $251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Attachment: RES 2022-____2022 Oncor Rate Case Denial (Oncor Rate Increase Denial Resolution)

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 11th day of October 2022.

_____
Sean Terry, MAYOR

ATTEST:

_____
Lauren Field, CITY SECRETARY

Attachment: RES 2022-___2022 Oncor Rate Case Denial (Oncor Rate Increase Denial Resolution)

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:	October 11, 2022
Re:	Budget Amendment FY 2022-2023

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 the recently awarded SAFER grant. This will provide the Fire Department twelve (12) additional staff as we prepared for Fire Station #3. The amendment also includes an equipment price increase.

Supporting Documents:

Ordinance Amending Budget
Exhibit A

Staff Recommendation:

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 13t^{h} 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 October 11, 2022 (FY 2023 Budget Amendment OCTOBER 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 11th day of October 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022 - 113 Amend Budget ordinance October 11, 2022 (FY 2023 Budget Amendment OCTOBER 2022)

Exhibit A

Meeting date: October 11, 2022
FY 2023 Budget Amendment Detail

Budget Change # 208

Account #	Account Name	Description	Adjustment
120-123-000-6830	CAPITAL - EQUIPMENT	TO COVER FOR PRICE INCREASE ON MOWER	5,000
102-110-000-6100	SALARIES	SAFER PERSONNEL COSTS - 12 FIREFIGHTERS (3 YEARS) Total - $3,656,691	1,218,897
102-400-000-4502	SAFER GRANT REVENUE	SAFER PERSONNEL COSTS - 12 FIREFIGHTERS (3 YEARS) Total - $3,656,691	(1,218,897)

Attachment: 2022 - 113 Amend Budget ordinance October 11, 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:	October 11, 2022
Re:	Alcohol (Chapter 8)

Action Requested:

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)

Background Information:

The ordinance is being amended to revise Article 8.09, Sale of Alcoholic Beverages. Please refer to the attachment for additional information.

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Staff Presentation
- Draft Ordinance - Redline
- Draft Ordinance - Clean

Staff Recommendation:

Staff recommends approval as presented.

ALCOHOL REGULATIONS

City Council
October 11, 2022



Attachment: Staff Presentation (Alcohol (Chapter 8))

BACKGROUND

- In anticipation of the November alcohol election, it is timely to discuss various alcohol policies and regulations
- Alcohol regulations can be found in both Chapter 8.09 (Alcoholic Beverages) and Chapter 14 (Zoning) of the City of Celina Code of Ordinances

Attachment: Staff Presentation (Alcohol (Chapter 8))

ZONING

- TABC precludes cities from imposing stricter standards on alcohol establishments than are imposed on other general businesses (i.e. SUPs cannot be required for liquor stores)
- However, a city may regulate "bars" through the SUP process (*any establishment that derives 75% of more of its gross revenue from the sale for on-premise consumption*)
- Staff proposes to revise the Zoning Ordinance to define Bars and require an SUP for them to legally operate

Attachment: Staff Presentation (Alcohol (Chapter 8))

DISTANCE SEPARATION

- State law allows a city the local option of establishing separation requirements between alcohol sales and certain protected land uses
- Variance processes exist that allow a City to waive the distance on a case-by-case basis
- Celina restricts liquor stores to the maximum separation distance allowed by State law from schools, churches, day cares, & hospitals
- Staff proposes to expand the restriction to include “Bars” as well

Attachment: Staff Presentation (Alcohol (Chapter 8))

REVISIONS OVERVIEW

- Update the Alcohol regulations so that all definitions and land uses match current State law and other general clean-up purposes
- Require an SUP for Bars (liquor stores cannot be regulated in this manner)
- Expand the Distance Separation requirements to include Bars in addition to liquor stores
- P&Z's review was limited to Chapter 14 (Zoning)

Attachment: Staff Presentation (Alcohol (Chapter 8))

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the proposed alcohol revisions to Chapter 14 (Zoning) at its regular meeting in September
- No public commentary was offered
- Staff recommends approval as presented

NEXT STEPS

- ~~August – work session~~
- ~~September – P&Z~~
- October – City Council (effective date)
- November – alcohol election

Attachment: Staff Presentation (Alcohol (Chapter 8))

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, REPEALING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.09 ALCOHOLIC BEVERAGES, DIVISION 2 SALE OF ALCOHOLIC BEVERAGES, SECTION 8.09.032, SUBSECTION (a); AND PROVIDING A NEW ORDINANCE FOR THE REGULATION OF ALOCOHOLIC BEVERAGES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR A REPEAL; PROVIDING A PURPOSE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR TERRITORIAL APPLICATION; PROVIDING FOR PENALTY NOT TO EXCEED $2,000 PER OFFENSE PER DAY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION, ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council has determined that Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2 Sale of Alcoholic Beverages, Section 8.09.032, subsection (a) of the City's Code of Ordinances, containing alcoholic beverage regulations, should be amended to protect, promote, and preserve the public health, comfort, convenience, safety, and welfare; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the Ordinance set forth herein should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the city.

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.

Attachment: Draft Ordinance - Redline (Alcohol (Chapter 8))

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 SECTION 8.09

Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2 Sale of Alcoholic Beverages, Section 8.09.032, subsection (a) is amended to read as follows:

ARTICLE 8.09 ALOCHOLIC BEVERAGES

Sec. 8.09.032 Sale near church, school, hospital, day-care center or child-care facility

(a) Bars (as defined in Chapter 14) and ~~T~~the sale of liquor for off-premise consumption are prohibited by an operator, owner and/or a dealer whose premises are located within:

(1) Three hundred feet of a church, public or private school, or public hospital;

(2) One thousand feet of a public school, if the city council receives a request of a school district under section 38.007, Education Code; or

(3) One thousand feet of a private school if the city council receives a request from the governing body of the private school.

SECTION 4
PENALTY

4.01 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, and each and every day such violation is continued shall be deemed to constitute a separate offense.

4.02 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 5
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

Attachment: Draft Ordinance - Redline (Alcohol (Chapter 8))

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 6
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, "Article 8.09, Alcoholic Beverages" 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 maybe prosecuted until final disposition by the court.

SECTION 7
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 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
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.

Attachment: Draft Ordinance - Redline (Alcohol (Chapter 8))

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 11th day of October, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: Draft Ordinance - Redline (Alcohol (Chapter 8))

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, REPEALING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.09 ALCOHOLIC BEVERAGES, DIVISION 2 SALE OF ALCOHOLIC BEVERAGES, SECTION 8.09.032, SUBSECTION (a); AND PROVIDING A NEW ORDINANCE FOR THE REGULATION OF ALOCOHOLIC BEVERAGES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR A REPEAL; PROVIDING A PURPOSE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR TERRITORIAL APPLICATION; PROVIDING FOR PENALTY NOT TO EXCEED $2,000 PER OFFENSE PER DAY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION, ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council has determined that Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2 Sale of Alcoholic Beverages, Section 8.09.032, subsection (a) of the City's Code of Ordinances, containing alcoholic beverage regulations, should be amended to protect, promote, and preserve the public health, comfort, convenience, safety, and welfare; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the Ordinance set forth herein should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the city.

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.

Attachment: Draft Ordinance - Clean (Alcohol (Chapter 8))

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 SECTION 8.09

Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2 Sale of Alcoholic Beverages, Section 8.09.032, subsection (a) is amended to read as follows:

ARTICLE 8.09 ALOCHOLIC BEVERAGES

Sec. 8.09.032 Sale near church, school, hospital, day-care center or child-care facility

(a) Bars (as defined in Chapter 14) and the sale of liquor for off-premise consumption are prohibited by an operator, owner and/or a dealer whose premises are located within:

(1) Three hundred feet of a church, public or private school, or public hospital;

(2) One thousand feet of a public school, if the city council receives a request of a school district under section 38.007, Education Code; or

(3) One thousand feet of a private school if the city council receives a request from the governing body of the private school.

SECTION 4
PENALTY

4.01 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, and each and every day such violation is continued shall be deemed to constitute a separate offense.

4.02 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 5
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

Attachment: Draft Ordinance - Clean (Alcohol (Chapter 8))

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 6
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, "Article 8.09, Alcoholic Beverages" 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 maybe prosecuted until final disposition by the court.

SECTION 7
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 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
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.

Attachment: Draft Ordinance - Clean (Alcohol (Chapter 8))

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 11th day of October, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

Attachment: Draft Ordinance - Clean (Alcohol (Chapter 8))

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation Service Agreement

---

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Compass Real Estate
6314 CR 1103
Celina, TX 75009

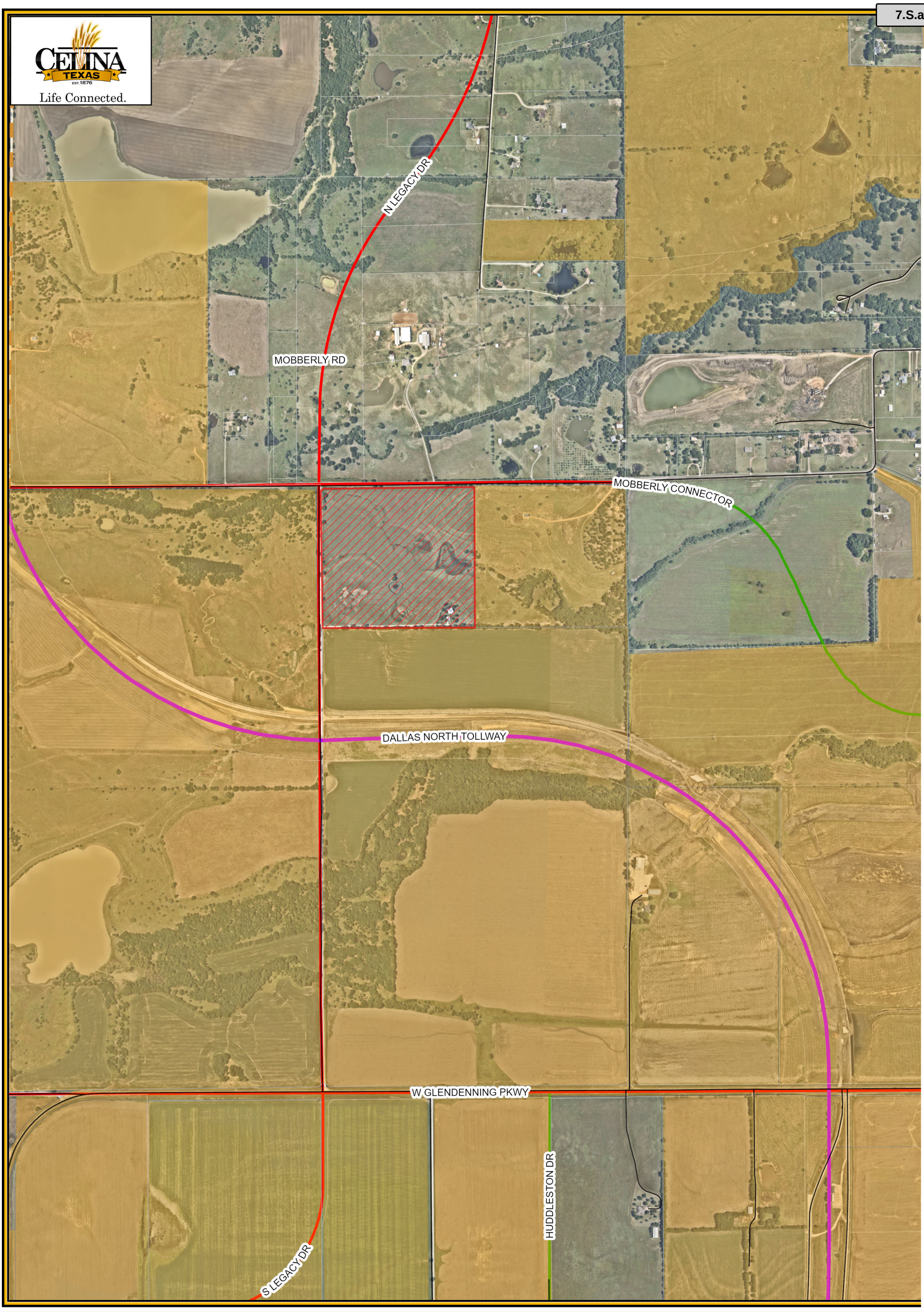
Background Information:
This item is related to the annexation of approximately 38 acres generally located at the southeast corner of future Legacy Drive and future Mobberly Road. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Hollifield Location Map

City of Celina

8/30/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation Service Agreement)

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 (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited 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 (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited 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 (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited 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 (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited 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 OWNER: CREST CELINA, LLC

By: _____
Name: Kevin Braun
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

TRACT 1:

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, same being a tract of land conveyed to Michael C. Hollifield and wife, Deborah Baker Hollifield, husband and wife, by deed recorded in Instrument Number 2004-0093339, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pipe found for corner, said corner being the Northwest corner of that tract of land conveyed to Texas Republic Realty, Ltd., a Texas Limited Partnership, by deed recorded in Instrument Number 20160610000726690, Official Public Records of Collin County, Texas, and lying on the East line of County Road 54 (30 foot right-of-way);

THENCE North 00 degrees 15 minutes 09 seconds West, along the said East line of County Road 54, a distance of 1237.96 feet to a point for corner, said corner being the intersection of the East line of said County Road 54 and the South line of County Road 8 (public right-of-way), from which a 1/2 inch iron rod found bears North 43 degrees 16 minutes 57 seconds West a distance of 22.33 feet for witness;

THENCE North 89 degrees 40 minutes 30 seconds East, along the said South line of County Road 8, a distance of 1323.88 feet to a point for corner, said corner being the Northwest corner of a tract of land conveyed to Old Celina, Ltd., a Texas Limited partnership, by deed recorded in Instrument Number 20210506000919910, Official Public Records of Collin County, Texas, from which a fence post found bears on-line in a Southerly direction a distance of 6.00 feet for witness;

THENCE South 00 degrees 16 minutes 27 seconds East, along the West line of said Old Celina Ltd. tract, a distance of 1236.90 feet to a 3/8 inch iron rod found for corner, said corner being the Southwest corner of said Old Celina Ltd. tract, and lying on the North line of said Texas Republic Realty, Ltd. tract;

THENCE South 89 degrees 37 minutes 45 seconds West, along the North line of said Texas Republic Realty, Ltd. tract, a distance of 1324.35 feet to the POINT OF BEGINNING and containing 1,638,497 square feet or 37.61 acres of land.

TRACT 2: PROPOSED UTILITY EASEMENT

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, same being a portion of a tract of land conveyed to Michael C. Hollifield and wife, Deborah Baker Hollifield, husband and wife, by deed recorded in Instrument Number 2004-0093339, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pipe found for corner, said corner being the Northwest corner of that tract of land conveyed to Texas Republic Realty, Ltd., a Texas Limited Partnership, by deed recorded in Instrument Number 20160610000726690, Official Public Records of Collin County, Texas, and lying on the East line of County Road 54 (30 foot right-of-way);

THENCE North 00 degrees 15 minutes 09 seconds West, along the said East line of County Road 54, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 45 seconds East, a distance of 1095.91 feet to a point for corner;

THENCE North 00 degrees 49 minutes 31 seconds East, a distance of 40.32 feet to a point for corner;

THENCE North 09 degrees 21 minutes 21 seconds East, a distance of 56.18 feet to a point for corner;

THENCE North 67 degrees 33 minutes 42 seconds East, a distance of 35.30 feet to a point for corner;

THENCE South 09 degrees 21 minutes 21 seconds West, a distance of 72.40 feet to a point for corner;

THENCE South 00 degrees 49 minutes 31 seconds West, a distance of 52.46 feet to a point for corner, said corner lying on the North line of said Texas Republic Realty, Ltd. tract;

THENCE South 89 degrees 37 minutes 45 seconds West, along the said North line of Texas Republic Realty, Ltd. tract, a distance of 1125.64 feet to the POINT OF BEGINNING and containing 19,984 square feet or 0.46 acres of land.

Attachment: Annexation Service Agreement (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Hull Tract - C-3 Expedited Annexation Service Agreement

---

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Hull Revocable Living Trust
8963 FM 2478
Celina, TX 75009

Background Information:
This item is related to the annexation of approximately 7 acres generally located west of future Custer Road and approximately 200 feet south of the future Collin County Outer Loop. 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.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
COX LN
CR 994
N CUSTER RD
W J FRED SMITH PWKY
E J FRED SMITH PKWY
N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
N ROSELAND PKWY
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
BUS 289
OUSLEY BLVD
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
E SUNSET BLVD
S PRESTON RD
McNABB DR
E SUNSET BLVD
W GLENDENNING PKWY
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S CELINA PKWY
OLD GLENDENNING RD
S COIT RD
ROSELAND PKWY
E GLENDENNING PKWY
S LEGACY DR
E OUTER LOOP
HUDDLESTON DR
S CELINA PKWY
S COIT RD
McNABB DR
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
S CUSTER RD
W PUNK CARTER PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
McNABB DR
CAREY RD
W OWNSBY PKWY
E OWNSBY PKWY
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
S COIT RD
LIGHT FARMS WAY
WELLS RD
WATERVIEW TRL
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Hull Tract - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Hull Tract - C-3 Expedited 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.

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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 (November Batch - Hull Tract - C-3 Expedited 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.

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3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

Attachment: Annexation Service Agreement (November Batch - Hull Tract - C-3 Expedited 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: HULL REVOCABLE LIVING TRUST

By: _____
Name: Edward Hull
Title: Owner
Date: _____

By: _____
Name: Linda Hull
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Hull Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain tract or parcel of land situated in the Coleman Watson Survey, abstract Number 945, County of Collin, State of Texas; said tract being all of a 6.750 acre tract as described in Deed to Edward C. Hull, Jr. et ux, Linda J. Hull, filed 27 October 1994, and Recorded in 94-0096776 of the Deed Records of the County of Collin, State of Texas, and being more particularly described as follows:

BEGINNING for the Northeast corner of the tract being described herein for a corner in a Concrete Driveway, said corner being the northeast corner of said Hull tract, and the southeast corner of a tract as described in Deed to Ronald W. Leeper et ux, Diane I. Leeper, filed 24 October 1994, and Recorded in 94-0096778 of said Deed Records, said rod also being on the west Right-of-way line of Farm-to-Market Road Number 2478 (an asphalt surfaced public road);

Thence: South 01 degrees 08 minutes 32 seconds East, with the east line of said Hull tract, and the west line of said FM Road, a distance of 203.86 feet to a found ¾ inch Rod for the southeast corner of said Hull tract;

Thence: South 88 degrees 45 minutes 32 seconds West, with the south line of said Hull tract, a distance of 1442.52 feet to a found ¾ inch Rod for the southwest corner of said Hull tract;

Thence: North 01 degrees 01 minutes 45 seconds West, with the west line of said Hull tract, and with wire fence line a distance of 203.86 feet to a found ¾ inch steel rod for the northwest corner of said Hull tract, said rod also being the southwest corner of said Allen tract;

Thence: North 88 degrees 45 minutes 32 seconds East, with the North line of said Hull tract, a distance of 1442.12 feet to the POINT OF BEGINNING and containing 6.750 acres of land, more or less (the "Property").

Attachment: Annexation Service Agreement (November Batch - Hull Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Schulze Tract - C-3 Expedited Annexation Service Agreement

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Action Requested:
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)

Applicant:
Miles Schulze
9121 Pinewood Drive
Dallas, TX 75243

Background Information:
This item is related to the annexation of approximately 10 acres generally located north of the Collin County Outer Loop and approximately 145 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.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
COX LN
CR 994
N CUSTER RD
W J FRED SMITH PWKY
E J FRED SMITH PKWY
N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
N ROSELAND PKWY
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
BUS 289
OUSLEY BLVD
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
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Attachment: Location Map (November Batch - Schulze Tract - C-3 Expedited Annexation Service Agreement)

Legend

- Subject Properties
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City of Celina

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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 (November Batch - Schulze Tract - C-3 Expedited 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 OWNER: MILES SCHULZE

By: _____
Name: Miles Schulze
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Schulze Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain lot, tract or parcel of land situated in the R. Cowan Survey, Abstract 211, Denton County, Texas, and being part of a 208.105-acre tract described in a deed from P. D. Harris, et ux, to C. W. Chilcoat, et ux, on June 16, 1947, and recorded in Volume 334, Page 609, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northeast corner of said 208.105-acre tract in the middle of a public road and on the East boundary line of said Cowan Survey;

THENCE S. 1° 21’ 20” W. in an old road with the East boundary of said Survey a distance of 435.54 feet to a corner;

THENCE N. 88° 38’ 20” W. a distance of 47.81 feet to a right-of-way post on the West line of F M Road 428;

THENCE S. 1° 21’ 20” W. with the West right-of-way of F M Road 428 a distance of 2807.0 feet to a right-of-way post at the beginning of a curve;

THENCE Southwesterly with said right-of-way and a curve to the right having a central angle of 25° 51’ 22”, a chord bearing and distance of S. 14° 17’ 01” W. 492.79 feet, a radius of 1101.32 feet and an arc length of 497.0 feet to a right-of-way post at the end of said curve;

THENCE S. 35° 39’ 15” W. with said right-of-way a distance of 76.43 feet to a steel pin for the Point of Beginning;

THENCE S. 35° 39’ 15” W. with said right-of-way a distance of 20.27 feet to the beginning of a curve;

THENCE Southwesterly with said right-of-way and said curve to the right having a central angle of 58° 56’ 55”, a chord bearing and distance of S. 61° 42’ 52” W. 1073.93 feet, a radius of 1091.32 feet and an arc length of 1122.80 feet to a right-of-way post at the end of said curve;

THENCE N. 88° 48’ 40” W. with the North line of F M Road 428 a distance of 131.17 feet to a steel pin for corner;

THENCE N. 1° 37’ 43” E. a distance of 545.14 feet to a steel pin for corner;

THENCE S. 88° 48’ 40” E. a distance of 1073.39 feet to the Place of Beginning, containing in all 10.000 acres of land.

Attachment: Annexation Service Agreement (November Batch - Schulze Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Leeper Sharp Tract - C-3 Expedited Annexation Service Agreement

---

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Ronald W. Leeper & Diane I. Sharp
9007 FM 2478
Celina, TX 75009

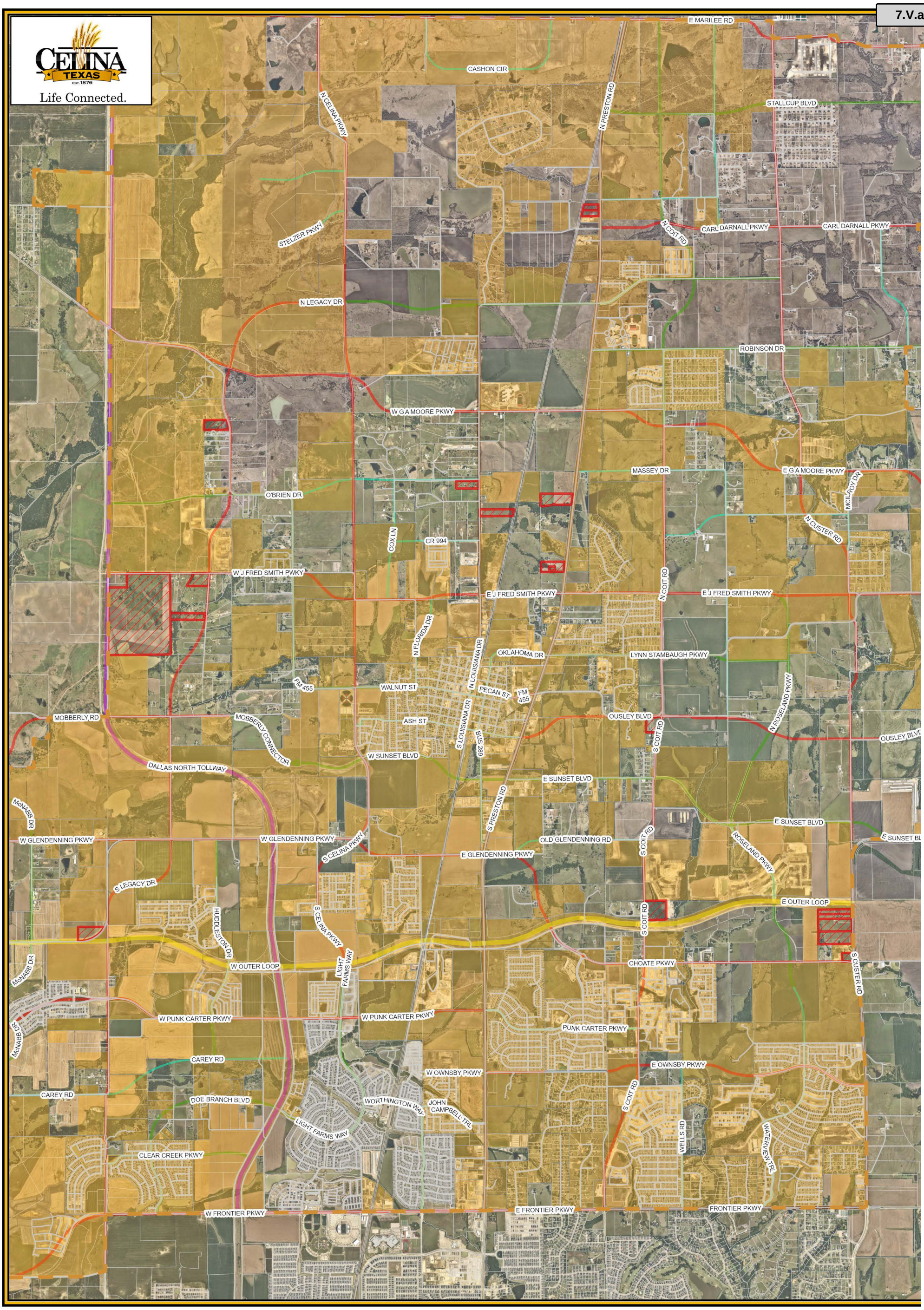
Background Information:
This item is related to the annexation of approximately 7 acres generally located at the southwest corner of future Custer Road and the future Collin County Outer Loop. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Leeper Sharp Tract - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Leeper Sharp Tract - C-3 Expedited 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 (November Batch - Leeper Sharp Tract - C-3 Expedited 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 (November Batch - Leeper Sharp Tract - C-3 Expedited 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 (November Batch - Leeper Sharp Tract - C-3 Expedited 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: RONALD W. LEEPER AND DIANE I. SHARP

By: _____
Name: Ronald W. Leeper
Title: Owner
Date: _____

By: _____
Name: Diane I. Sharp
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Leeper Sharp Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain tract or parcel of land situated in the Coleman Watson Survey, Abstract Number 945, County of Collin, State of Texas; said tract being part of a called 27.01 acre tract as described in Deed to Linwood A. Lacy et ux, Constance C. Lacy, dated 06 November 1990, and recorded in Volume 3389, Page 647 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

BEGINNING for the Northeast corner of the tract being described herein at a found ½ inch Rebar, said rebar being the Northeast corner of said Lacy Tract, and the Southeast corner of a called 13 acre tract as shown by Deed to Tom Allen III et ux, dated 30 October 1987, and recorded in Volume 2743, Page 501 of said Deed Records, said rebar also being on the West Right-of-Way line of Farm-to-Market Road Number 2478 (an asphalt surfaced public road);

Thence South 01 degrees 08 minutes 32 seconds East, with the East line of said Lacy Tract, and the West line of said Road, a distance of 203.92 feet to a set ¾ inch rod for the Southeast corner of this Tract;

Thence South 88 degrees 45 minutes 32 seconds West, a distance of 1442.12 feet to a set ¾ inch rod on the West line of said Lacy tract;

Thence North 01 degrees 01 minutes 45 seconds West, with the West line of said Lacy Tract, and with wire fence line, a distance of 203.92 feet to a found ½ inch rebar for the Northwest corner of said Lacy Tract , and the Southwest corner of said Allen tract;

Thence North 88 degrees 45 minutes 32 seconds East, with the North line of said Lacy Tract, and the South line of said Allen tract, a distance o 1441.72 feet to the POINT OF BEGINNING and containing 6.750 Acres of land.

Attachment: Annexation Service Agreement (November Batch - Leeper Sharp Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - SSAP Holdings Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
SSAP Holdings, LLC
6 Bella Porta Place
Dallas, TX 75254

Background Information:
This item is related to the annexation of approximately 19 acres generally located west of future Custer Road and approximately 740 feet north of Choate Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

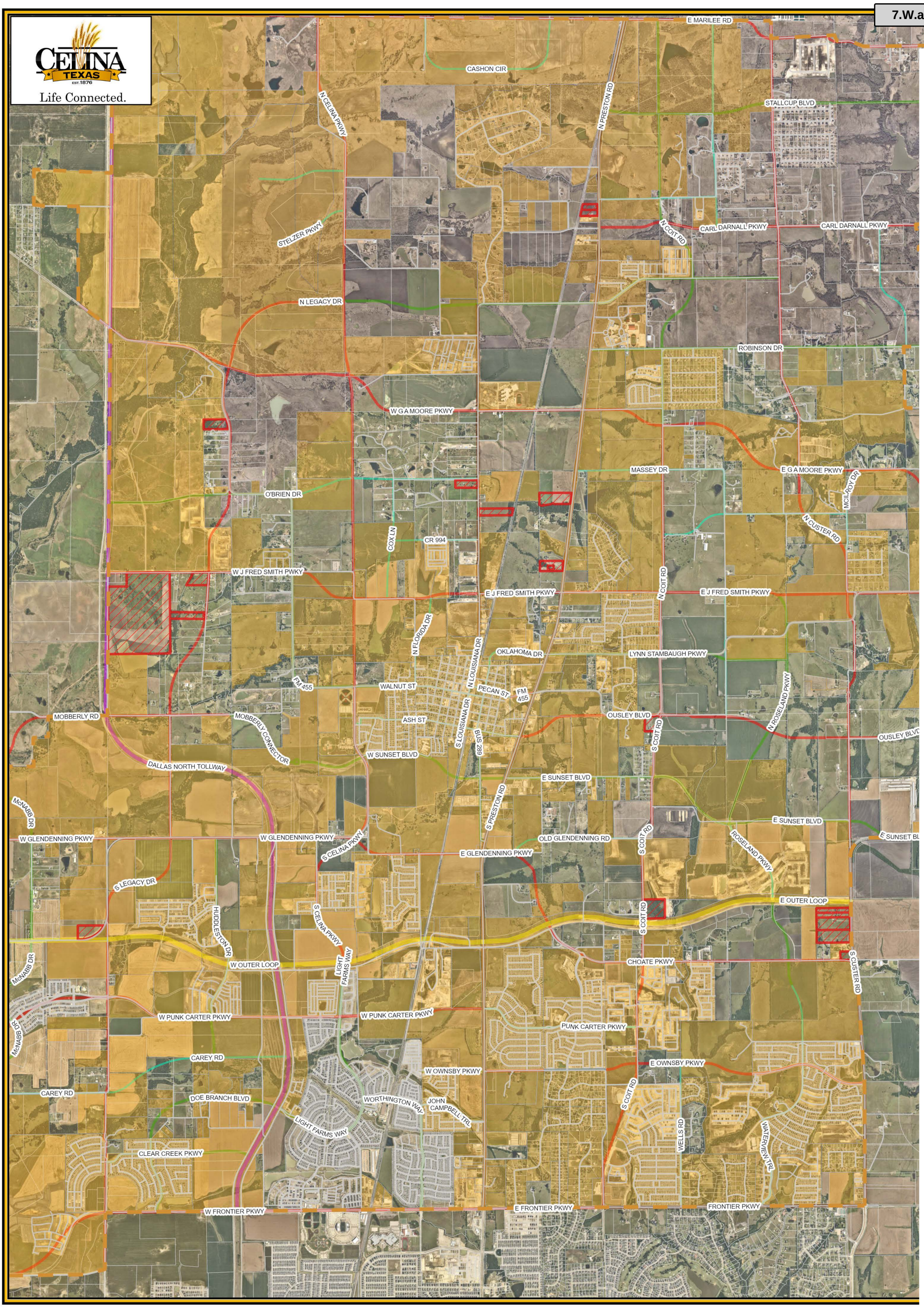
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - SSAP Holdings Tract - C-3 Expedited Annexation Service Agreement)

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 (November Batch - SSAP Holdings Tract - C-3 Expedited 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 (November Batch - SSAP Holdings Tract - C-3 Expedited 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 (November Batch - SSAP Holdings Tract - C-3 Expedited 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 (November Batch - SSAP Holdings Tract - C-3 Expedited 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 OWNER: SSAP HOLDINGS, LLC

By: _____
Name: Pradeep Katikaneni
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - SSAP Holdings Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING all that certain tract or parcel of land situated in the Coleman Watson Survey, Abstract Number 945, County of Collin, State of Texas, said tract being all of a called 11.91 acre tract as described in deed to Joe Carrabba, Jr. et ux, Harriett E. Carrabba, filed 06 December 1996, and recorded in Clerk's Number 96-013798 of the Deed Records of the County of Collin, State of Texas and said tract being all of a called 6.15 acre tract in deed to Joe Carrabba, Jr. and Harriett E. Carrabba, filed 27 February 2001, and recorded in Volume 4464, Page 3370 of said Deed Records, and being more fully described as follows:

BEGINNING for the Northeast corner of the tract being described herein at a found 3/4 inch rod, said rod being the Northeast corner of said 6.15 acre tract, same being the Southeast corner of a called 18.059 acre tract as described in deed to Clark Living Trust, filed 11 September 2003, and recorded in Volume 5502, Page 6333 of said Deed Records, and said rod being on the West line of Farm to Market Road Number 2478, as described in deed to the State of Texas, filed 07 July 1970, and recorded in Volume 760, Page 552 of said Deed Records;

THENCE South 01 degree 08 minutes 32 seconds East, with the West line of said road, a distance of 288.56 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560 for the start of a curve to the left having a central angle of 02 degrees 30 minutes 55 seconds, and a radius of 5779.58 and a chord bearing of South 02 degrees 28 minutes 50 seconds East, and a chord distance of 253.71 feet;

THENCE with said curve to the left, and with the West line of said road, an arc distance of 253.73 feet to a found 3/4 inch rod for the Southeast corner of said 11.91 acre tract, and said rod being the Northeast corner of a tract as shown in deed to Sandra Kay Foley and John J. Foley, III, and recorded in Volume 5816, Page 662 of said Deed Records;

THENCE South 88 degrees 38 minutes 18 seconds West, with the South line of said 11.91 acre tract, and with a barbed wire fence and passing at 882.02 feet a found 3/4 inch rod being the Northwest corner of said Foley tract, same being the Northeast corner of a tract as shown in deed to Gary E. Fleming and recorded in Volume 4888, Page 1466 of said Deed Records, and continuing on said course and passing at 1166.84 feet a found 1/2 inch steel square tubing with a plastic cap marked CLSC 4577 being the Northwest corner of said Fleming tract, same being the Northeast corner of a tract as shown in deed to Jon Todd and Sharon J. Staley and recorded in Volume 4760, Page 3191 of said Deed Records and continuing on said course a total distance of 1451.65 feet to a found 3/4 inch rod for the Southwest corner of said 11.91 acre tract, same being the Northwest corner of said Todd tract, and said rod being on the East line of a called 40.5 acre tract as described in deed to Jack Walker Moss, and recorded in Volume 4985, Page 3068 of said Deed Records;

THENCE North 00 degrees 56 minutes 31 seconds West, with the West line of said

Attachment: Annexation Service Agreement (November Batch - SSAP Holdings Tract - C-3 Expedited Annexation Service Agreement)

11.91 acre tract, and with a barbed wire fence and tree line, a distance of 546.07 feet to a found 3/4 inch rod for the Northwest corner of a said 11.91 acre tract, same being the Southwest corner of said Clark tract;

THENCE North 88 degrees 47 minutes 27 seconds East, with the North line of said 11.91 acre tract and with the North line of said 6.15 acre tract, and with the South line of said Clark tract, and with a barbed wire fence, a distance of 1443.81 feet to the POINT OF BEGINNING and containing 18.060 acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment: Annexation Service Agreement (November Batch - SSAP Holdings Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Doost Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Doost Rasul, LLC
6459 Memorial Drive
Frisco, TX 75034

Background Information:
This item is related to the annexation of approximately 16 acres generally located west of Preston Road and approximately 970 feet south of future Massey 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.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
N CUSTER RD
COX LN
CR 994
W J FRED SMITH PWKY
E J FRED SMITH PKWY
N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
N ROSELAND PKWY
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
BUS 289
OUSLEY BLVD
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
E SUNSET BLVD
S PRESTON RD
McNABB DR
E SUNSET BLVD
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W GLENDENNING PKWY
S CELINA PKWY
OLD GLENDENNING RD
S COIT RD
ROSELAND PKWY
E GLENDENNING PKWY
S LEGACY DR
E OUTER LOOP
HUDDLESTON DR
S CELINA PKWY
S COIT RD
McNABB DR
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
S CUSTER RD
W PUNK CARTER PKWY
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PUNK CARTER PKWY
McNABB DR
CAREY RD
E OWNSBY PKWY
W OWNSBY PKWY
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
S COIT RD
LIGHT FARMS WAY
WELLS RD
WATERVIEW TRL
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Doost Tract - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Doost Tract - C-3 Expedited 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 (November Batch - Doost Tract - C-3 Expedited 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 (November Batch - Doost Tract - C-3 Expedited 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 (November Batch - Doost Tract - C-3 Expedited 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 OWNER: DOOST RASUL, LLC

By: _____
Name: Qayeum Rasul
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Doost Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain tract or parcel of land situated in the W. H. Herron Survey, Abstract Number 380, County of Collin, State of Texas, said tract being part of a called 47.933 acre tract as described in deed to Bassima Constantine, filed 14 November 1990, and recorded in Volume 3391 Page 328 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set ½ inch steel square tubing with a plastic cap marked Brennan 5560, said tubing being on the west line of said Constantine tract, and said tubing being south 00 degrees 43 minutes 09 seconds west, a distance of 980.69 feet from a found nail being the northwest corner of said Constantine deed;

Thence North 89 degrees 34 minutes 37 seconds East, a distance of 1392.45 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560 for the northeast corner of this tract, said tubing being on the east line of said Constantine tract, same being the west line of State Highway Number 289 as described in deed to the State of Texas, and recorded in Volume 653 Page 326 of said deed records;

Thence South 06 degrees 09 minutes 00 seconds West, with the west line of said highway, a distance of 200.07 feet to a found 1/2 inch rebar for an angle point in the west line of said highway;

Thence South 09 degrees 00 minutes 45 seconds West, with the west line of said highway, a distance of 273.38 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560 for the southeast corner of said Constantine tract;

Thence with the south line of said Constantine tract the following *five* (5) calls:

1. South 89 degrees 30 minutes 00 seconds West, a distance of 698.87 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560;

2. North 51 degrees 15 minutes 45 seconds West, a distance of 45.94 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560;

3. South 52 degrees 03 minutes 05 seconds West, a distance of 52.90 feet to a found 1/2 inch square rod by an 18 inch Cedar Elm tree;

4. South 80 degrees 26 minutes 28 seconds West, a distance of 463.81 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560;

5. North 63 degrees 47 minutes 07 seconds West, a distance of 98.18 feet to a set 1/2 inch steel square tubing with a plastic cap marked Brennan 5560 for the southwest corner of said Constantine tract;

Thence North 00 degrees 43 minutes 09 seconds West, with the west line of said Constantine tract and with an old barbed wire fence and tree line, a distance of 502.21 feet to the POINT OF BEGINNING and containing 15.156 acres of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Attachment: Annexation Service Agreement (November Batch - Doost Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Ava Texas Investments Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

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

Applicant:
Ava Texas Investments, LLC
4635 Saginaw Court
Plano, TX 75024

Background Information:
This item is related to the annexation of approximately 5 acres generally located at the northwest corner of future Custer Road and Choate Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

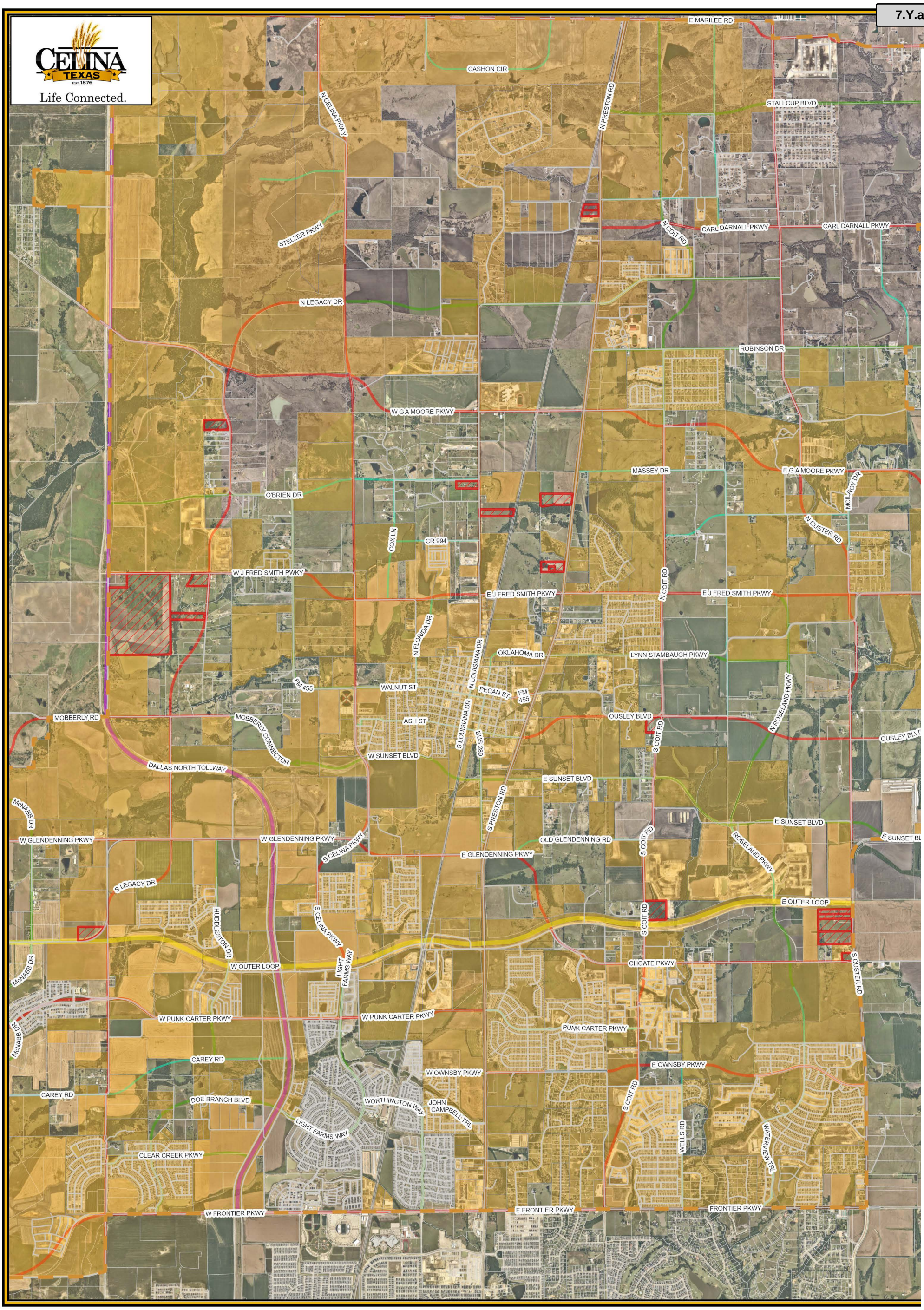
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Ava Texas Investments Tract - C-3 Expedited Annexation Service Agreement)

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

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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 (November Batch - Ava Texas Investments Tract - C-3 Expedited 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

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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.

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 OWNER: AVA TEXAS INVESTMENTS, LLC

By: _____
Name: Pavani Chillarige
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Ava Texas Investments Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING A 4.266 ACRE TRACT OF LAND SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO METALLIC LAND COMPANY, LLC, AS RECORDED IN INSTRUMENT NO. 20131126001583810, DEED RECORDS, COLLIN COUNTY, TEXAS, AND A A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO METALLIC LAND COMPANY, LLC, AS RECORDED IN INSTRUMENT NO. 20150304000239620, SAID DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE COMMON EAST CORNER OF SAID METALLIC TRACT (20131126001583810) AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO SANDRA KAY FOLEY AND HUSBAND, JOHN J. FOLEY III, AS RECORDED IN INSTRUMENT NO. 2004-0178918, SAID DEED RECORDS, SAID IRON ROD BEING ON THE WEST LINE OF FARM TO MARKET ROAD NO. 2478, AND BEING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,779.79 FEET;

THENCE ALONG SAID WEST LINE AND SAID CURVE AN ARC DISTANCE OF 111.06 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 08° 11' 41" EAST - 111.06 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 01° 12' 14" EAST, A DISTANCE OF 261.69 FEET TO A POINT FROM WHICH A FOUND 60D NAIL BEARS SOUTH 31° 47' 33" WEST - 4.08 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF AFORESAID METALLIC TRACT (20131126001583810), AND BEING ON THE NORTH LINE OF AFORESAID METALLIC TRACT (20150304000239620);

THENCE NORTH 88° 36' 19" EAST, A DISTANCE OF 40.74 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID METALLIC TRACT (20150304000239620);

THENCE SOUTH 09° 37' 13" EAST, A DISTANCE OF 35.04 FEET ALONG THE AFORESAID WEST LINE OF FARM TO MARKET ROAD NO. 2478 TO COUNTY ROAD NO. 88;

THENCE SOUTH 82° 15' 44" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 50.00 FEET ALONG SAID COUNTY ROAD NO. 88;

THENCE NORTH 87° 58' 37" WEST, A DISTANCE OF 57.33 FEET ALONG SAID COUNTY ROAD NO. 88;

THENCE NORTH 85° 15' 31" WEST, A DISTANCE OF 56.94 FEET ALONG SAID COUNTY ROAD NO. 88;

THENCE NORTH 84° 27' 35" WEST, A DISTANCE OF 50.00 FEET ALONG SAID COUNTY ROAD NO. 88 TO THE SOUTHWEST LINE OF AFORESAID METALLIC TRACT (20150304000239620);

THENCE NORTH 60° 52' 58" WEST, A DISTANCE OF 48.57 FEET ALONG SAID SOUTHWEST LINE TO THE NORTHWEST CORNER OF SAID METALLIC TRACT (20150304000239620), BEING ON THE SOUTH LINE OF AFORESAID METALLIC TRACT (20131126001583810);

THENCE SOUTH 88° 36' 19" WEST, A DISTANCE OF 270.79 FEET ALONG SAID SOUTH LINE TO THE COMMON SOUTH CORNER OF SAID METALLIC TRACT (20131126001583810) AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO ROBERT TYLER STRICKLIN AND WIFE, RAELENE I. STRICKLIN, AS RECORDED IN INSTRUMENT NO. 2004-0169668, AFORESAID DEED RECORDS, BEING IN COUNTY ROAD NO. 88;

THENCE NORTH 01° 21' 41" WEST, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 18.49 FEET AND CONTINUING A TOTAL DISTANCE OF 372.24 FEET ALONG THE COMMON LINE OF SAID METALLIC AND STRICKLIN TRACTS TO A POINT FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 07° 15' 24" EAST - 0.54 OF ONE FOOT, SAID POINT BEING THE COMMON NORTH CORNER OF SAID METALLIC AND STRICKLIN TRACTS, AND BEING ON THE SOUTH LINE OF AFORESAID FOLEY TRACT;

THENCE NORTH 88° 38' 20" EAST, A DISTANCE OF 467.55 FEET ALONG THE COMMON LINE OF SAID METALLIC AND FOLEY TRACTS TO THE POINT OF BEGINNING AND CONTAINING 185,826 SQUARE FEET OR 4.266 ACRES OF LAND.

Attachment: Annexation Service Agreement (November Batch - Ava Texas Investments Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Rohan Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Richard A. Rohan Trust
5509 Willow Lane
Dallas, TX 75230

Background Information:
This item is related to the annexation of approximately 11 acres generally located west of future Legacy Drive and approximately 1,740 feet south of future J. Fred Smith Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

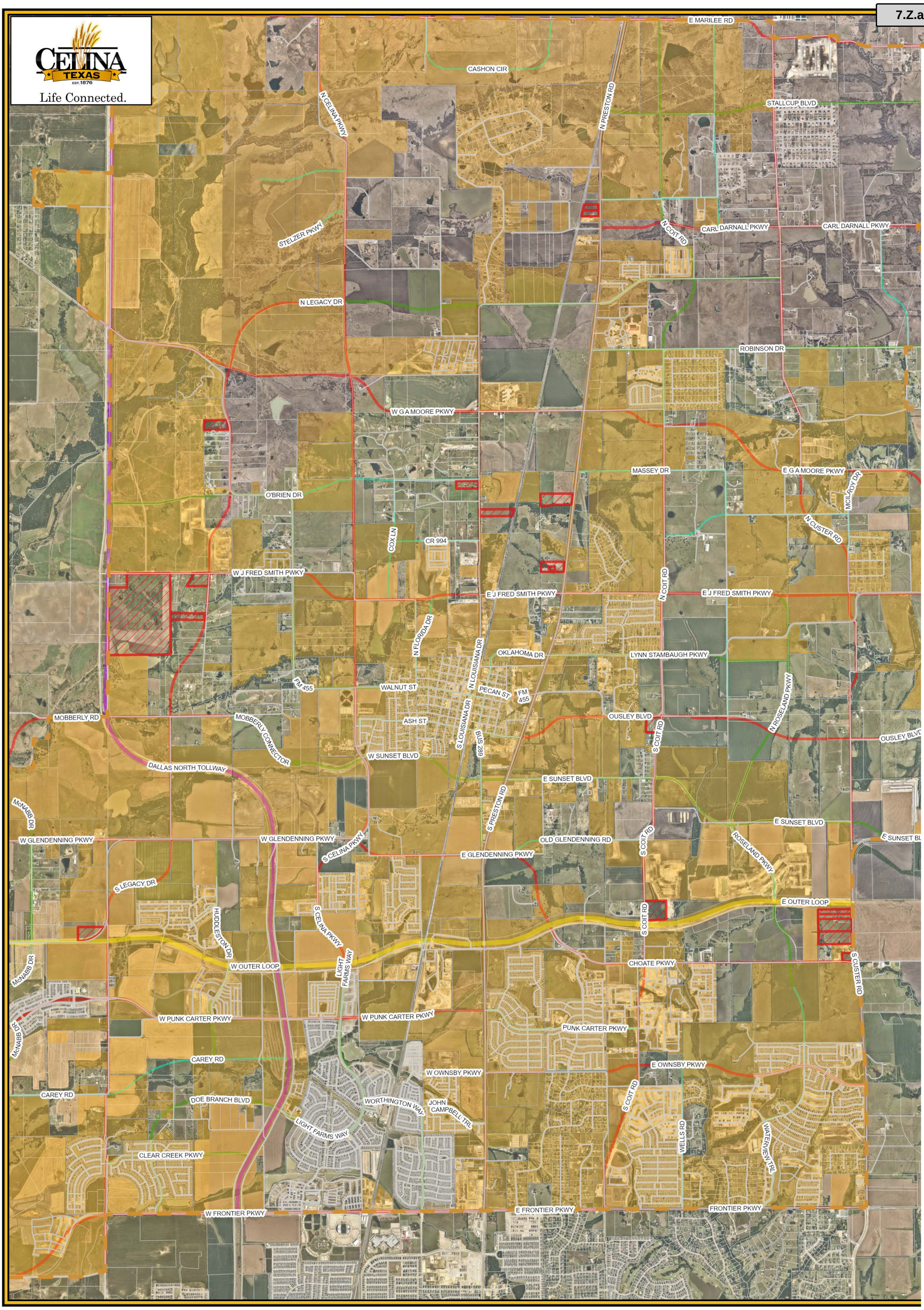
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

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   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

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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.

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 (November Batch - Rohan Tract - C-3 Expedited 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 OWNER: RICHARD A ROHAN TRUST

By: _____
Name: Richard A Rohan
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Rohan Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING 10.01 acres of land lying and being situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, and being a portion of the 213.74 acre tract described by the Deed recorded in Volume 1539, Page 608, Deed Records of Collin County, Texas and being more fully described as follows:

COMMENCING at an iron rod set in the North line of the beforementioned 213.74 acre tract, said iron rod being located S 89° 57' 04" W, a distance of 970.00' from the Northeast corner of the said 213.74 acre tract, said iron rod being in the middle of a public road;

THENCE S 04° 01' 42" W, with the middle of a 60 foot wide access and utility easement for a distance of 1735.68' to an iron rod set for the PLACE OF BEGINNING of the herein described tract;

THENCE West for a distance of 1673.99' to an iron rod set in the West line of the beforementioned 213.74 acre tract for corner;

THENCE S 00° 08' 13" E, with the beforementioned West line for a distance of 285.26' to an iron rod set for corner;

THENCE East for a distance of 1553.21' to an iron rod set in the middle of the beforementioned easement for corner;

THENCE N 04° 01' 42" E, with the middle of the beforementioned easement for a distance of 131.38' to an iron rod set for corner;

THENCE N 85° 58' 18" W, for a distance of 100.00' to an iron rod set for corner;

THENCE N 04° 01' 42" E for a distance of 100.00' to an iron rod set for corner;

THENCE S 85° 58' 18" E for a distance of 100.00' to an iron rod set in the middle of the beforementioned easement for corner;

THENCE N 04° 01' 42" E, with the middle of the beforementioned easement for a distance of 54.49' to the PLACE OF BEGINNING and CONTAINING 10.01 acres of land, more or less.

Attachment: Annexation Service Agreement (November Batch - Rohan Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Westgate Tollway Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Westgate Tollway Investors, L.P.
6519 Westgate Drive
Dallas, TX 75254

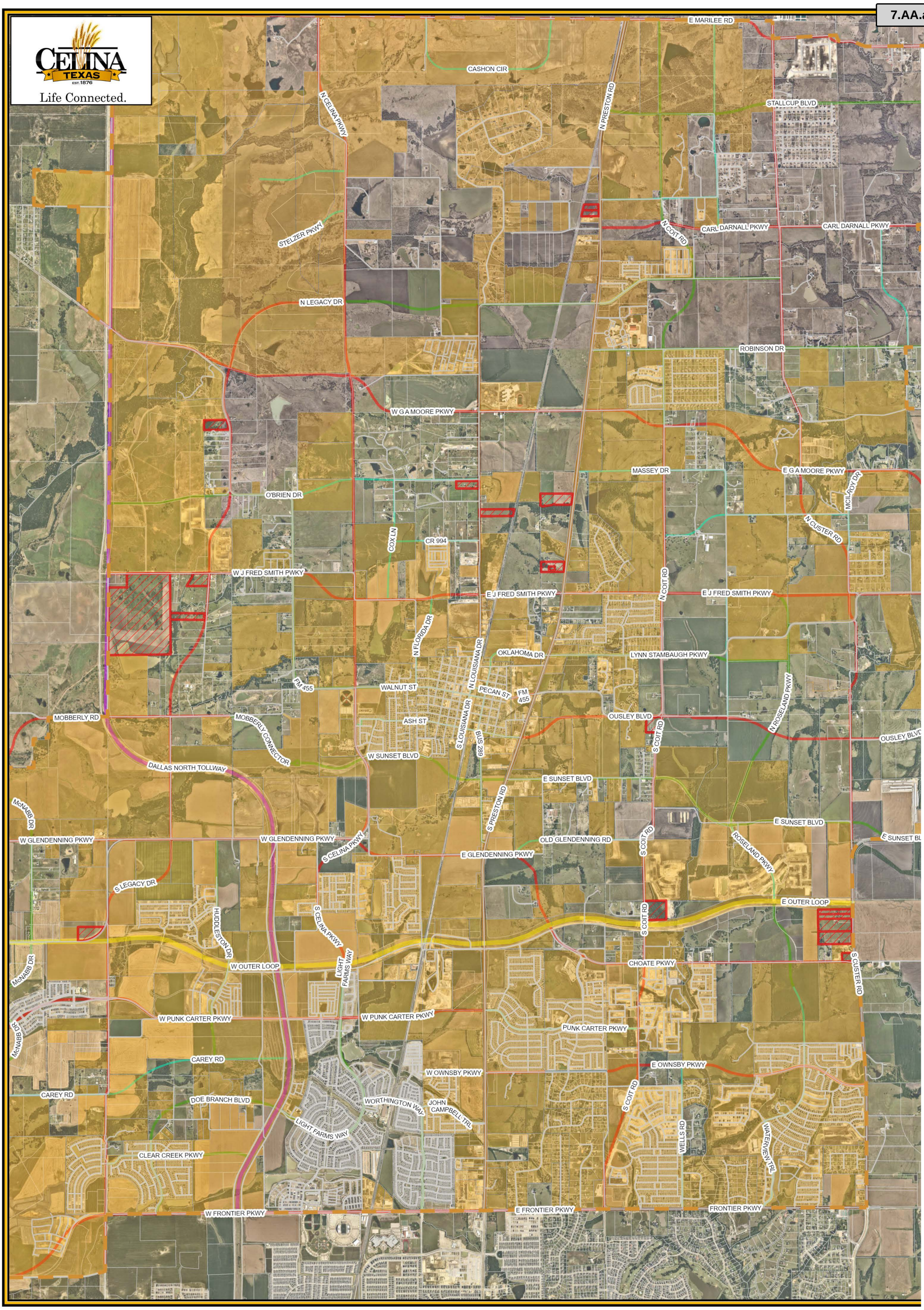
Background Information:
This item is related to the annexation of approximately 206 acres generally located east of the future Dallas North Tollway and approximately 595 feet south of future J. Fred Smith Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Westgate Tollway Tract - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Westgate Tollway Tract - C-3 Expedited 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 (November Batch - Westgate Tollway Tract - C-3 Expedited 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 (November Batch - Westgate Tollway Tract - C-3 Expedited 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 (November Batch - Westgate Tollway Tract - C-3 Expedited 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 OWNER: WESTGATE TOLLWAY INVESTORS, L.P.

BY: HFI WESTGATE TOLLWAY GP, LLC
a Texas limited liability company,
its General Partner

By: _____
Name: Rick O'Brien
Title: Manager
Date: _____

Attachment: Annexation Service Agreement (November Batch - Westgate Tollway Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING all that certain 205.083 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 16, Collin County, Texas, and being all that certain tract of land described on Exhibit "A" in a deed to John Gregory Francis Rogers, recorded in Instrument Number 20091270000820900, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 60D nail found for the Southwest corner of said Rogers tract, same being the Northwest corner of that certain tract of land conveyed to Old Celina, Ltd, by deed recorded in Instrument Number 20080929000115887O, said Official Public Records, Collin County, same being in an Easterly line of that certain tract of land conveyed to Talley Ranch Management Ltd, by deed recorded in Document No. 04-156266, Official Public Records, Denton County, Texas, same being in the approximate centerline of County Road No. 9 (prescriptive right-of-way);

THENCE North 00 deg. 19 min. 05 sec. East, along the common line of said Rogers tract and said Talley tract, same being the approximate centerline of said County Road No. 9, a distance of 2,922.42 feet to a 5/8 inch iron rod with yellow "RPLS 5405" cap found for the most Westerly Northwest corner of said Rogers tract, same being the Southwest corner of that certain tract of land conveyed to Ganapathy Limited Partnership, LTD, by deed recorded in Volume 5947, Page 488, Deed Records, Collin County, Texas;

THENCE North 89 deg. 40 min. 09 sec. East, along the common line of said Rogers tract and said Ganapathy tract (Volume 5947, Page 488), a distance of 797.91 feet to a 1/2 inch iron rod found for internal corner, same being the Southeast corner of said Ganapathy tract (Volume 5947, Page 488);

THENCE North 00 deg. 17 min. 26 sec. East, continuing along the common line of said Rogers tract and said Ganapathy tract (Volume 5947, Page 488), passing the Northeast corner of said Ganapathy tract (Volume 5947, Page 488), same being the Southeast corner of that certain tract of land conveyed to Ganapathy Limited Partnership, LTD, by deed recorded in Volume 5947, Page 483, aforesaid Deed Records, and continuing along the common line of said Rogers tract and said Ganapathy tract (Volume 5947, Page 483), a total distance of 599.53 feet to a 1/2 inch iron rod found for the most Northerly Northwest corner of said Rogers tract, same being the Northeast corner of said Ganapathy tract (Volume 5947, Page 483), same being in the approximate centerline of aforesaid County Road No. 9, same being in the Southerly line of that certain tract of land conveyed to Dynavest Joint Venture, by deed recorded in Volume 2288, Page 114, Deed Records, Collin County, Texas;

THENCE North 89 deg. 52 min. 48 sec. East, along the common line of said Rogers tract and said Dynavest tract, same being the approximate centerline of said County Road No. 9, a distance of 1,858.70 feet to a 3/8 inch iron rod found for the Northeast corner of said Rogers tract, same being the Northwest corner of that certain tract of land conveyed to Yvette M. Garza, by deed recorded in Instrument Number 20070815001132080, aforesaid Official Public Records, Collin County;

THENCE South 00 deg. 25 min. 38 sec. East, along the common line of said Rogers tract and said Garza tract, passing a 1/2 inch iron rod found for the Southwest corner of said Garza tract, same being the Northwest corner of that certain tract of land conveyed to Tracy D. Smith, by deed recorded in Volume 5793, Page 1932, aforesaid Deed Records, and continuing along the common line of said Rogers tract and said Smith tract, passing a 3/8 inch iron rod found for the Southwest corner of said Smith tract, same being the Northwest corner of that certain tract of land conveyed to Audrey Ann Rohan, by deed recorded in Instrument Number 20180522000625410, said Official Public Records, Collin County, and continuing along the common line of said Rogers tract and said Rohan tract, passing a 1/2 inch iron rod found for the Southwest corner of said Rohan tract, same being the Northwest corner of that certain tract of land conveyed to Samuel Greg Haggard, and Deann Kay Haggard, Co-Trustees of the Corner Creek Farm Revocable Trust, by deed recorded in Instrument Number 20100819000868960, said Official Public Records, Collin County,

Attachment: Annexation Service Agreement (November Batch - Westgate Tollway Tract - C-3 Expedited Annexation Service Agreement)

and continuing along the common line of said Rogers tract and said Haggard tract (Instrument Number 20100819000868960), passing a 1/2 inch iron rod found for the Southwest corner of that certain tract of land conveyed to Samuel Greg Haggard, and Deann Kay Haggard, Co-Trustees of the Corner Creek Farm Revocable Trust, by deed recorded in Instrument Number 20110712000723610, said Official Public Records, Collin County, and continuing along the common line of said Rogers tract and said Haggard tract (Instrument Number 20110712000723610), a total distance of 3,502.03 feet to a point for the Southeast corner of said Rogers tract, same being the Southwest corner of said Haggard tract (Instrument Number 20110712000723610), same being in the North line of that certain tract of land conveyed to Rebecca A. Barnett, by deed recorded in Volume 1606, Page 698, said Deed Records;

THENCE South 89 deg. 23 min. 46 sec. West, along the common line of said Rogers tract and said Barnett tract, passing the Northwest corner of said Barnett tract, same being the Northeast corner of that certain tract of land conveyed to PT Swamy, by deed recorded in Instrument Number 20190919001159500, said Official Public Records, Collin County, and continuing along the common line of said Rogers tract and said Swamy tract, passing a 1/2 inch iron rod with "Pelser & Mankin SURV" red plastic cap found for the Northwest corner of said Swamy tract, same being the Northeast corner of aforesaid Old Celina tract, and continuing along the common line of said Rogers tract and said Old Celina tract, a total distance of 2,702.12 feet to the POINT OF BEGINNING and containing 205.083 acres of computed land, more or less.

Attachment: Annexation Service Agreement (November Batch - Westgate Tollway Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Palaniappan Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Selvamani Palaniappan
10334 Lakebreeze Road
Irving, TX 75063

Background Information:
This item is related to the annexation of approximately 10 acres generally located east of Louisiana Drive and approximately 3,365 feet north of 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.

November Batch Location Map

City of Celina

9/6/2022

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

0 3,500 7,000 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 (November Batch - Palaniappan Tract - C-3 Expedited 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 (November Batch - Palaniappan Tract - C-3 Expedited 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 (November Batch - Palaniappan Tract - C-3 Expedited 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 (November Batch - Palaniappan Tract - C-3 Expedited 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 OWNER: SELVAMANI PALANIAPPAN

By: _____
Name: Selvamani Palaniappan
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Palaniappan Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain tract or parcel of land situated in the Collin County School Survey, Abstract Number 170, Lot No.1 Tract No. 5, County of Collin, State of Texas, said tract being part of a tract as described in Deed to Judy Kay O'Brien Stanton, filed 05 May 1995, and Recorded in County Clerks Number 95-0031292 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northwest corner of the tract being described herein at a Set Survey Mark Nail, said nail being South, a distance of 283.19 feet from the northwest corner of said Stanton tract, and being in Business 289 (an asphalt surfaced road);

Thence: East, passing a set ½ inch Steel Square Tubing and continuing on said course for a distance of 1505.83 feet to a set ½ inch Steel Square Tubing for the northeast corner of this tract, and on the west line of St. Louis, San Francisco and Texas Railroad;

Thence: South 12 degrees 52 minutes 37 seconds West, with the west line of said Railroad a distance of 303.56 feet to a set ½ inch Steel Square Tubing for the southeast corner of this tract, and on the west line of said Railroad;

Thence: West, passing at 1412.68 feet a set ½ inch Steel Square Tubing and continuing on said course for a total distance of 1438.18 feet to a set PK Nail for the southwest corner of this tract, and on the west line of said Stanton tract, and also in said road;

Thence: North, with the west line of said Stanton tract, and in said road, a distance of 295.92 feet to POINT OF BEGINNING and containing 10.000 acres of land.

Attachment: Annexation Service Agreement (November Batch - Palaniappan Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Greenwood Estates Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Celina Stone, LLC
5815 Azalea Lane
Dallas, TX 75230

Background Information:
This item is related to the annexation of approximately 18 acres generally located at the northeast corner of future Coit Road and the future Collin County Outer Loop. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

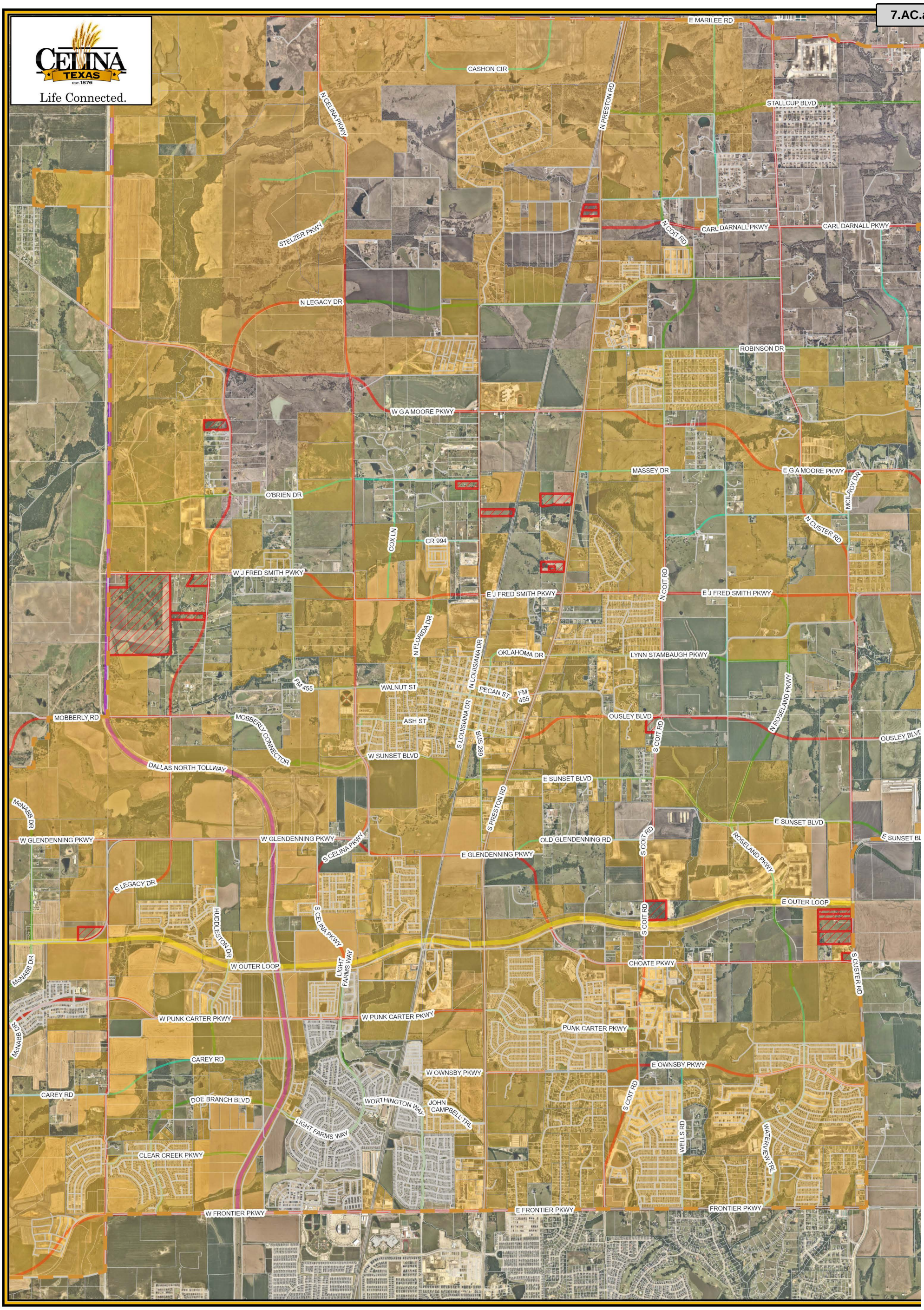
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Greenwood Estates Tract - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Greenwood Estates Tract - C-3 Expedited 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 (November Batch - Greenwood Estates Tract - C-3 Expedited 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.

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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 (November Batch - Greenwood Estates Tract - C-3 Expedited 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 (November Batch - Greenwood Estates Tract - C-3 Expedited 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 OWNER: CELINA STONE, LLC

By: _____
Name: Terry Mitchell
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Greenwood Estates Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas and being part of a called 28.731 acre tract conveyed to Celina Stone, LLC as recorded in County Clerk No. 20160916001237420 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in County Road No. 87 at Mag Nail found for northwest corner of the called 28.731 acre tract of land and said Mag Nail being the northeast corner of a called 4.4700 acre tract conveyed to Ram & Manjula Yalamanchili as recorded in County Clerks No. 20150908001137760 of the Official Public Records of Collin County, Texas;

THENCE S 89°38'40" E a distance of 943.35' to a 1/2" iron rod with plastic cap stamped "4613" set for the northeast corner of the called 28.731 acre tract of land and said iron rod being in the south line of a called 111.844 acre tract of land conveyed to VPTM Cross Creek LB, LLC as recorded in County Clerk No. 20210916001894820 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 8.37 acre tract of land conveyed to VPTM Cross Creek, LLC as recorded in County Clerk No. 20211119002368110 of the Official Public Records of Collin County, Texas;

THENCE S 00°43'16" E a distance of 794.46' to a 1/2" iron rod found for the southeast corner of the hereto described tract of land at the beginning of a non-tangent curve to the right and said iron rod being the northeast corner of a called 10.987 acre tract of land conveyed to Collin County, Texas for future Right-of-Way and recorded in County Clerk No. 20191203001534260 of the Official Public Records of Collin County, Texas;

THENCE along the north line of the called 10.987 acre tract and with said non tangent curve to the right with an arc length of 352.97', with a radius of 4720.50', with a chord bearing of S 87°12'39" W, with a chord length of 352.88' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 89°21'11" W with the north line of the called 10.987 acre tract of land a distance of 574.76' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right with an arc length of 24.08', with a radius of 5352.22', with a chord bearing of S 89°28'55" W, with a chord length of 24.08', to a capped iron rod stamped "LAMBSTAR" found in County Road 87 for the northwest corner of the called 10.987 acre tract of land;

THENCE N 00°08'36" W with County Road 87 a distance of 824.13' to the POINT OF BEGINNING and containing 771,419 Square Feet 17.709 acres of land.

Attachment: Annexation Service Agreement (November Batch - Greenwood Estates Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Sood Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Shailesh Sood
4034 Laurelhurst Lane
Frisco, TX 75033

Background Information:
This item is related to the annexation of approximately 11 acres generally located west of future Legacy Drive and approximately 150 feet north of Mimosa Lane. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

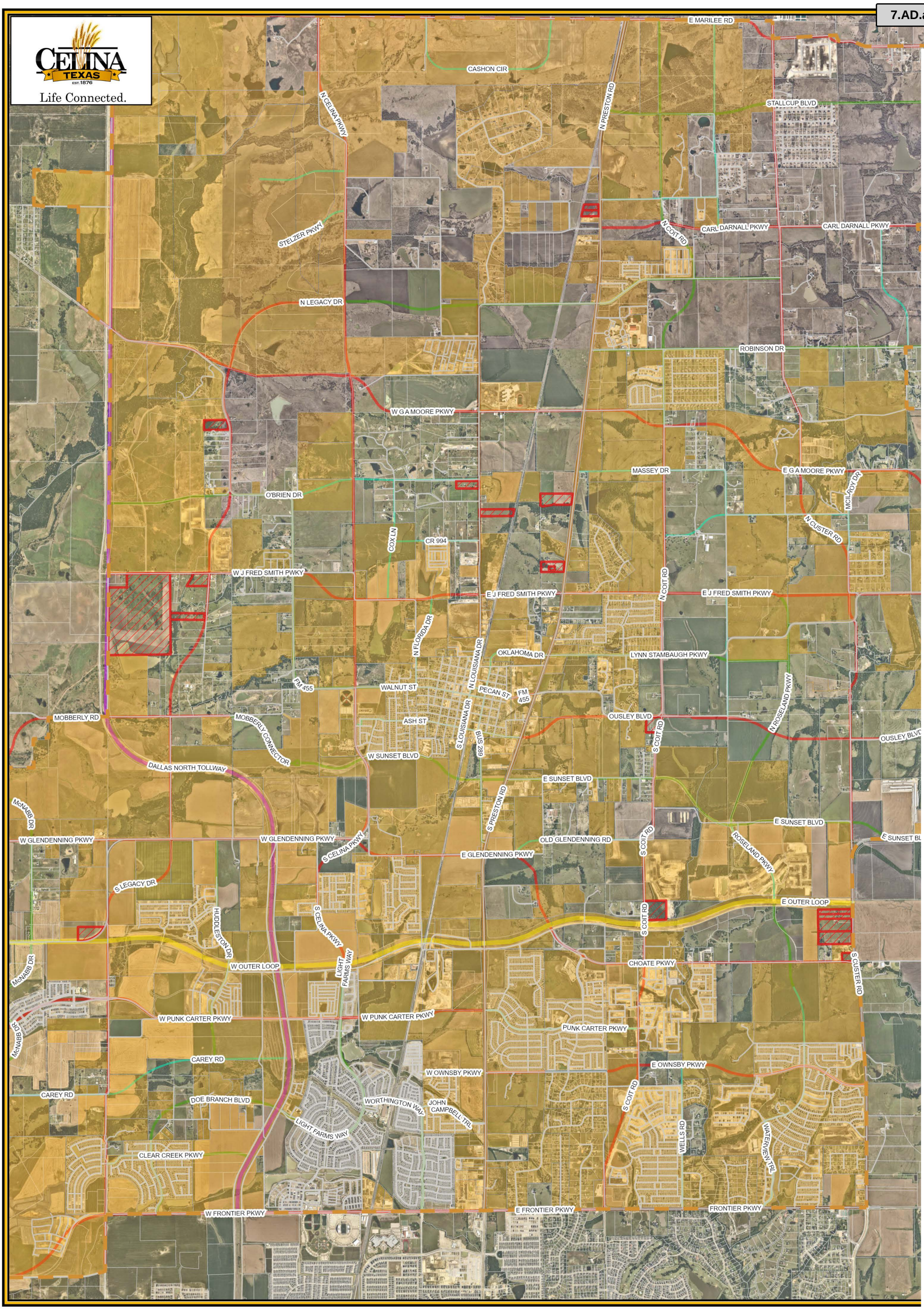
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (November Batch - Sood Tract - C-3 Expedited Annexation Service Agreement)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 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

Attachment: Annexation Service Agreement (November Batch - Sood Tract - C-3 Expedited Annexation Service Agreement)

area. These services include:
i) Fire suppression and rescue;
ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

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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

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extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and

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based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

Attachment: Annexation Service Agreement (November Batch - Sood Tract - C-3 Expedited Annexation Service Agreement)

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNER: SHAILESH SOOD

By: _____
Name: Shailesh Sood
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Sood Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING a 10.009 acre tract of land situated in the J. Ragsdale Survey, Abstract No. 735, in Collin County, Texas, and being that same tract of land described by Deed to Joe Lee and Katherine Wells, as recorded in Volume 1229, Page 104, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being that same tract of land described by deed to James W. Hardin and wife, Eddina Hardin, as recorded in Volume 512, Page 333 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "DIETZ ENG" found for the northeast corner of the herein described tract, same being a southeast corner of a tract of land described by deed to Dynavest Joint Venture, as recorded in Volume 2288, Page 114, D.R.C.C.T., and being in the westerly right-of-way line of a road known as West Farm to Market Road 455 (W. F.M. 455);

THENCE South 18 degrees 21 minutes 56 seconds East, with the west line of said W. F.M. 455, a distance of 75.78 feet to a 3/8 inch iron rod found for corner, said point also beginning a curve to the right with a radius of 1387.39 feet, whose chord bears South 11 degrees degrees 08 minutes 32 seconds East 355.50 feet, with a delta angle of 14 degrees 43 minutes 18 seconds;

THENCE along and with said W. F.M. 455, with said curve to the right, an arc length of 356.48 feet to a 3/8 inch iron rod found for corner, same being the northeast corner of a tract of land described by deed to James Auldridge and wife, Velma Auldridge in Volume 2158, Page 311, D.R.C.C.T., and being in the west line of said W. F.M. 455;

THENCE South 89 degrees 17 minutes, 55 seconds West, departing said W. F.M. 455 with the north line of said Auldridge tract, a distance of 1065.05 feet to a ½ inch iron rod found for corner, same being the northwest corner thereof, and being in an east line of said Dynavest tract;

THENCE North 00 degrees 17 minutes 11 seconds West, with the common east line of said Dynavest tract, a distance of 424.68 feet to a ½ inch iron rod found for corner, same being an ell corner thereof;

THENCE North 89 degrees 27 minutes 58 seconds East, with the common south line of said Dynavest tract, a distance of 974.56 feet to the POINT OF BEGINNING and containing 10.009 acres of land, more or less.

Attachment: Annexation Service Agreement (November Batch - Sood Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Haichen Tract - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 8 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of Louisiana Drive and future O'Brien Drive. (November Batch – Haichen Tract - Annexation Service Agreement) (Mohan)

Applicant:
Haichen Liu
1821 Danby Drive
Plano, TX 75093

Background Information:
This item is related to the annexation of approximately 8 acres generally located at the southwest corner of Louisiana Drive and future O'Brien 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.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
COX LN
CR 994
N CUSTER RD
W J FRED SMITH PWKY
E J FRED SMITH PKWY
N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
BUS 289
OUSLEY BLVD
N ROSELAND PKWY
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
E SUNSET BLVD
S PRESTON RD
McNABB DR
E SUNSET BLVD
W GLENDENNING PKWY
W GLENDENNING PKWY
S CELINA PKWY
OLD GLENDENNING RD
S COIT RD
ROSELAND PKWY
E GLENDENNING PKWY
S LEGACY DR
E OUTER LOOP
HUDDLESTON DR
S CELINA PKWY
S COIT RD
McNABB DR
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
S CUSTER RD
W PUNK CARTER PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
McNABB DR
CAREY RD
W OWNSBY PKWY
E OWNSBY PKWY
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
S COIT RD
LIGHT FARMS WAY
WELLS RD
WATERVIEW TRL
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY

Attachment: Location Map (November Batch - Haichen Tract - C-3 Expedited Annexation Service Agreement)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N
W E
S

0 3,500 7,000 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).

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   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

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Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
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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.

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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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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 OWNER: HAICHEN LIU

By: _____
Name: Haichen Liu
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Haichen Tract - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Being a tract of land situated in the Thomas Stayton 160 acre Survey, Abstract No. 803, Collin County, Texas, same being that tract of land conveyed to Ollie L. Lee and Helen C. Lee, husband and wife, tenants by the entirety with rights of survivorship, by deed recorded in Document No. 20120518000583210, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, said corner being the intersection of the South line of Old Preston Trail (public right-of-way), and being along the centerline line of N. Louisiana Drive (public right-of-way), same being along the South line of that tract of land conveyed to Xuan D. Tran and wife, Louise R. Tran, by deed recorded in Document No. 97-0060188, Official Public Records, Collin County, Texas, same being along the West line of that tract of land conveyed to Richard Kevin O'Brien, by deed recorded in Document No. 96-0007760, Official Public Records, Collin County, Texas;

THENCE South 00 degree 25 degrees 53 seconds East, along said centerline of N. Louisiana Drive, a distance of 364.04 feet to a point for corner, said corner being the Northeast corner of that tract of land conveyed to Paul D. Merritt and wife, Sari-Dell Merritt, by deed recorded in Document No. 93-0067873, Official Public Records, Collin County, Texas;

THENCE North 89 degrees 33 minutes 37 seconds West, along the North line of said Merritt tract, passing at a distance of 35.09 feet to a 1/2 inch iron rod found on-line for reference, continuing a total distance of 987.04 feet to a ½ inch iron rod found for corner, said corner being an "ell" corner of said Merritt tract (Tract I);

THENCE North 00 degrees 25 minutes 53 seconds West, along an East line of said Merritt tract (Tract I), a distance of 342.16 feet to a ½ inch iron rod found for corner, said corner being a Northeast corner of said Merritt Tract (Tract I), same being along the South line of said Tran tract, same being along the South line of Old Preston Trail;

THENCE North 89 degrees 10 minutes 10 seconds East, along said South line of Old Preston Trail, passing at a distance of 952.10 feet to a fence post found on-line for reference, continuing a total distance of 986.95 feet to the POINT OF BEGINNING and containing 348,485 feet or 8.00 acres of land.

Attachment: Annexation Service Agreement (November Batch - Haichen Tract - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Michael Family Trust - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 8 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and approximately 535 feet north of Mark Alexander Court. (November Batch – Michael Family Trust - Annexation Service Agreement) (Mohan)

Applicant:
97 Land Company
109 N. Elm Street
Denton, TX 76201

Background Information:
This item is related to the annexation of approximately 8 acres generally located west of Preston Road and approximately 535 feet north of Mark Alexander Court. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

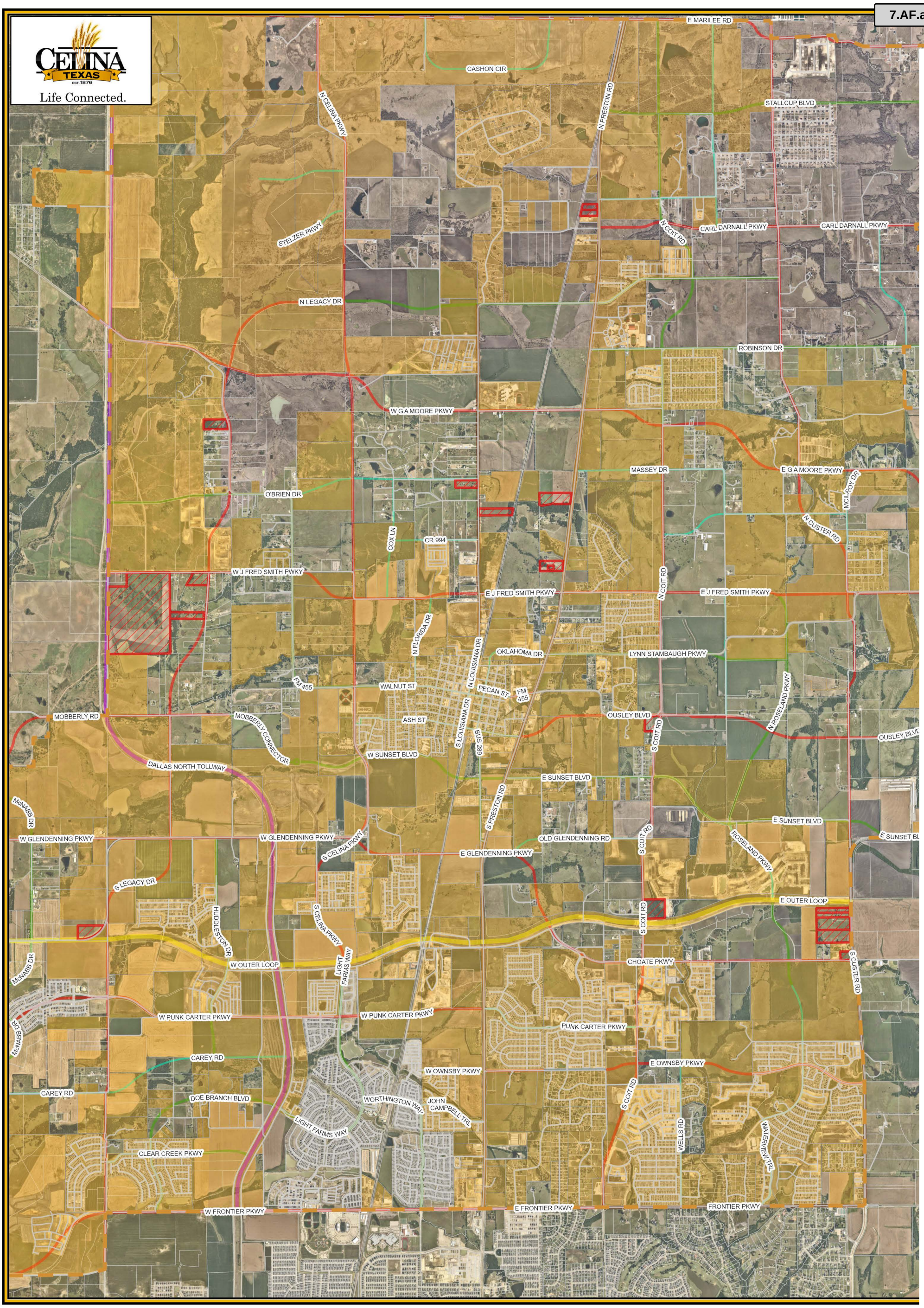
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Michael Family Trust - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Michael Family Trust - C-3 Expedited 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 (November Batch - Michael Family Trust - C-3 Expedited 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 (November Batch - Michael Family Trust - C-3 Expedited 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 (November Batch - Michael Family Trust - C-3 Expedited 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 OWNER: MICHAEL FAMILY TRUST

By: _____
Name: George C. Michael
Title: Owner/Trustee
Date: _____

Attachment: Annexation Service Agreement (November Batch - Michael Family Trust - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Being a 7.41 acre tract or parcel of land situated in the M. E. P. & P. RR. CO. Survey, Abstract Number 653 in Collin County, Texas and being all of Lot 40 and Lot 41 of Preston 450 Addition, recorded in Cabinet C, Page 425 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 40 and the common Southeast corner of Lot 39 of said Preston 450 Addition and being in the West right-of-way line of State Highway 289;

THENCE South 00°49'00" West, with the East line of said Lot 40 and Lot 41 and the common West right-of-way line of said State Highway 289, a distance of 457.46 feet to a the Southeast corner of said Lot 41 and the common Northeast corner of Lot 42 of said Preston 450 Addition;

THENCE North 89°22'00" West, with the South line of said Lot 41 and the common North line of said lot 42, a distance of 756.37 feet to the Southwest corner of said Lot 41 and the common Northwest corner of said Lot 42 and being in the East right-of-way line of Burlington Northern Railroad;

THENCE North 13°26'00" East, with the West line of Lot 41 and Lot 40 and the common East right-of-way line of said Burlington Northern Railroad, a distance of 469.12 feet to the Northwest corner of said Lot 40 and the common Southwest corner of said Lot 39;

THENCE South 89°22'00" East, with the North line of said Lot 40 and the common South line of said Lot 39, a distance of 653.90 feet to the **POINT OF BEGINNING** and containing 7.41 acres of land more or less.

Attachment: Annexation Service Agreement (November Batch - Michael Family Trust - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Frostfire Coit - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
97 Land Company
109 N. Elm Street
Denton, TX 76201

Background Information:
This item is related to the annexation of approximately 10 acres generally located at the southwest corner of future Coit Road and future Ousley Boulevard. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

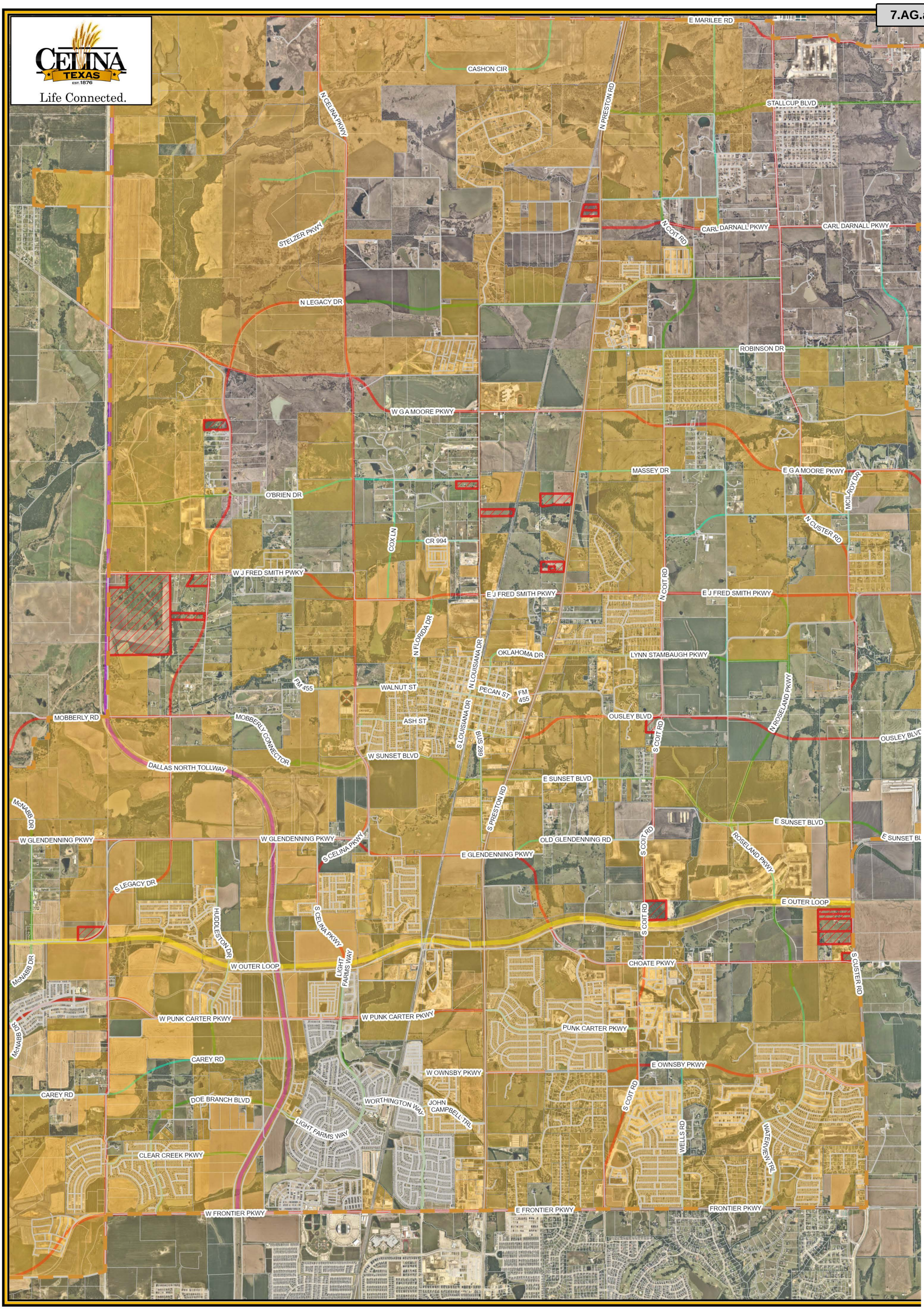
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (November Batch - Frostfire Coit - C-3 Expedited Annexation Service Agreement)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 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 (November Batch - Frostfire Coit - C-3 Expedited 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 (November Batch - Frostfire Coit - C-3 Expedited 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.

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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 (November Batch - Frostfire Coit - C-3 Expedited 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 OWNER: FROSTFIRE COIT LLC

By: _____
Name: Bhadresh Trivedi
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Frostfire Coit - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Being a tract of land situated in the Samuel Queen Survey, Abstract No. 731, Collin County, Texas, said tract being that tract of land described in Warranty Deed with Vendor's Lien to Thomas P. Clinard, III and Kristie R. Clinard recorded in Instrument Number 20150626000775850 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at ½ inch iron rod found for corner, said corner being the northeast corner of that tract of land described in General Warranty Deed with Vendor's Lien to Carmen M. Roberts recorded in Volume 5887, Page 2301 of the Deed Records of Collin County, Texas, said corner also being in the south right-of-way of W. F.M. 455 (99 foot right-of-way);

Thence North 89 degrees 58 minutes 19 seconds East, along the south right-of-way of said W. F.M. 455, a distance 373.60 feet to a ½ iron rod for corner, said comer being the beginning of a non-tangent curve to the left, having a delta of 28 degrees 32 minutes 42 seconds, a radius of 368.36 feet and a chord bearing and distance of North 75 degrees 46 minutes 10 seconds East, 181.63 feet;

Thence, in northeasterly direction, along the south right-of-way line said W. F.M 455, along said curve to the left, an arc length of 183.52 feet to a ½ inch iron rod found for corner;

Thence North 89 degrees 44 minutes 18 seconds East, along the south right-of-way line said W. F.M. 455, a distance of 110.01 feet to a ½ inch iron rod found for corner, said corner being in the southwest intersection of said W.F.M 455 and County Road 90;

Thence South 10 degrees 27 minutes 42 seconds West, along the west right-of-way line of said County Road 90; a distance of 714.45 feet to a mag nail found for corner, said corner being in the west right-of-way line of said County Road 90;

Thence North 89 degrees 39 minutes 43 seconds West, along a north right-of-way line of said County Road 90 and passing at a distance of 60.93 feet the northeast corner of Lot 1, Block 1 of Thomas Place, an addition to the Extra-Territorial Jurisdiction of the City of Celina, Collin County, Texas, continuing with the north line of said Lot 1, Block 1, for total distance of 545.71 feet to a wood post for corner, said corner being in the eat line of said Roberts tract;

Thence North 01 degrees 22 minutes 50 seconds East, along the east line of said Roberts tract, a distance of 654.21 feet back to the POINT OF BEGINNING and containing 399,890.68 square feet or 9.180 acres of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAAGE CALCULATIONS ARE CORRECT.

Attachment: Annexation Service Agreement (November Batch - Frostfire Coit - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Frostfire Custer - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
97 Land Company
109 N. Elm Street
Denton, TX 76201

Background Information:
This item is related to the annexation of approximately 19 acres generally located west of future Custer Road and approximately 400 feet south of the future Collin County Outer Loop. 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.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
COX LN
CR 994
N CUSTER RD
W J FRED SMITH PWKY
E J FRED SMITH PKWY
N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
N ROSELAND PKWY
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
OUSLEY BLVD
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
US 289
DALLAS NORTH TOLLWAY
E SUNSET BLVD
S PRESTON RD
McNABB DR
W GLENDENNING PKWY
W GLENDENNING PKWY
S CELINA PKWY
OLD GLENDENNING RD
S COIT RD
E SUNSET BLVD
E SUNSET BL
E GLENDENNING PKWY
ROSELAND PKWY
S LEGACY DR
E OUTER LOOP
HUDDLESTON DR
S CELINA PKWY
S COIT RD
McNABB DR
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
S CUSTER RD
W PUNK CARTER PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
CAREY RD
E OWNSBY PKWY
W OWNSBY PKWY
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
S COIT RD
LIGHT FARMS WAY
WELLS RD
WATERVIEW TRL
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N
W E
S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Frostfire Custer - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Frostfire Custer - C-3 Expedited 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 (November Batch - Frostfire Custer - C-3 Expedited 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 (November Batch - Frostfire Custer - C-3 Expedited 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 (November Batch - Frostfire Custer - C-3 Expedited 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 OWNER: FROSTFIRE CUSTER LLC

By: _____
Name: Bhadresh Trivedi
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Frostfire Custer - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Coleman Watson Survey, Abstract No. 945, in the City of Celina, Collin County, Texas, being a tract of land described in deed to Clark Family Living Trust, as recorded in Volume 5502, Page 6333, of Deed Records of Collin County, Texas, as shown on this survey and being more particular described by metes and bounds as follows;

BEGINNING at a found 1 inch iron rod for corner on the West right of way line of FM 2478, being the Northeast corner of a tract of land described in deed to SSAP Holdings, LLC, as recorded in Instrument File No. 20120402000376540, of the Official Public Records of Collin County, Texas, and being the Southeast corner of said Clark Family Living Trust;

THENCE South 88 degrees 47 minutes 27 seconds West,, along the North Line of Said SSAP Holdings tract, a distance of 1443.77 feet, to a found ¾ inch iron for corner on the East line of a tract of land described in deed to G&N Estates, LLC, as recorded in instrument File No. 20070315000355600, of the Official Public Records of Collin County, Texas;

THENCE North 00 degrees 39 minutes 28 seconds West, a distance 137.84 feet to a found ½ inch iron rod for corner;

THENCE North 01 degrees 06 minutes 07 seconds West, a distance of 406.82 feet to a point for corner from which a found which a found 23 inch hackberry bears North 04 degrees 45 minutes 15 seconds East, a distance of 0.55 feet, said corner being the Southwest corner of a tract of land described in deed to Hull Revocable Living Trust, as recorded in Instrument File No. 201906 17000696590, of the Official Public Records of Collin County, Texas;

THENCE North 88 degrees 46 minutes 40 seconds East, along the South line of said Hull Revocable Living Trust tract, a distance of 1443.15 feet to a found ¾ inch iron rod corner on the said West right of way line Farm to Market 2478;

THENCE south 01 degrees 03 minutes 17 seconds East, a distance of 544.98 feet to the PLACE OF BEGINNING and containing 18.049 acres of land.

Attachment: Annexation Service Agreement (November Batch - Frostfire Custer - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Trivedi Properties - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
97 Land Company
109 N. Elm Street
Denton, TX 76201

Background Information:
This item is related to the annexation of approximately 9 acres generally located west of Preston Road and approximately 915 feet north of 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.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
COX LN
CR 994
N CUSTER RD
W J FRED SMITH PWKY
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N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
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MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
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OUSLEY BLVD
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
E SUNSET BLVD
S PRESTON RD
McNABB DR
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OLD GLENDENNING RD
S COIT RD
ROSELAND PKWY
E GLENDENNING PKWY
S LEGACY DR
E OUTER LOOP
HUDDLESTON DR
S CELINA PKWY
S COIT RD
S CUSTER RD
McNABB DR
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
W PUNK CARTER PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
McNABB DR
CAREY RD
W OWNSBY PKWY
E OWNSBY PKWY
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
S COIT RD
LIGHT FARMS WAY
WELLS RD
WATERVIEW TRL
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Trivedi Properties - C-3 Expedited Annexation Service Agreement)

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 (November Batch - Trivedi Properties - C-3 Expedited 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 (November Batch - Trivedi Properties - C-3 Expedited 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 (November Batch - Trivedi Properties - C-3 Expedited 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 (November Batch - Trivedi Properties - C-3 Expedited 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 OWNER: TRIVEDI PROPERTIES LLC

By: _____
Name: Bhadresh Trivedi
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Trivedi Properties - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain 9.98 acre tract or parcel of land situated in the W. Herron Survey, Abstract Number 380, County of Collin, State of Texas, said tract being all of a called 10.000 acre tract as described in Exhibit A in deed to Ajit B. Multani, filed 05 December 2006, and recorded in county clerks number 200000407000353600 of the Official Public records of said Collin County, and more particularly described as follows;

BEGINNING for the northeast corner of the tract being described herein at a found ½ inch rebar, said rebar being the northeast corner of said Multani tract, same being the southeast corner of called 7.823 acre tract as described in Exhibit A in deed to John N. Clark and Donna G. Clark, filed 17 December 1998, and recorded in county clerks number 98-0140278 of said official public records, and said rebar being on the west right of way line of State Highway Number 289, said rebar also NAD83 NCTZ Grid Coordinates of N-7174568.27, E-2496330.14;

THENCE: South 01 degrees 04 minutes 33 seconds West with the west line of said highway, a distance 0f 249.53 feet to a set ½ inch rebar for an angle point in the west line said highway;

THENCE: South 03 degrees 55 minutes 26 seconds West, with the west line of said highway, a distance 187.79 feet to a found 3/8 inch rebar for southeast corner of said Multani tract, same being the northeast corner of the Seconds Tract a called 8.816 acre tract as described in deed to Michael B. Meritt et ux, Margaret A. Merritt, filed 19 November 1993, and recorded in county clerks number 93-0101758 of said official public records, said rebar also being South 60 degrees 06 minutes 28 seconds West, a distance of 0.5 feet from a found TxDOT right of way monument;

THENCE: With the west line of said Multani tract the following five (5) CALLS:

1. North 00 degrees 27 minutes 05 seconds East, a distance of 84.78 feet,
2. North 00 degrees 24 minutes 55 seconds West, a distance of 147.41 feet,
3. North 00 degrees 19 minutes 05 seconds East, a distance of 60.00 feet,
4. North 00 degrees 30 minutes 55 seconds West, a distance of 105.04 feet,
5. North 02 degrees 26 minutes 55 seconds West, a distance of 42.66 feet to a found ½ inch rebar for the northwest corner of said Multani tract, same being the southwest corner of said Clark tract;

THENCE: North 89 degrees 50 minutes 31 seconds East, with the north line of said Multani tract, and with the south line of said Clark Tract, and with the POINT OF BEGINNING and Containing 9.98 acres of land (434,759 square feet).
SAVE AND EXCEPT the following described tract:

All that certain 1.00 acre tract or parcel of land situated in W. Herron Survey, Abstract Number 380, County of Collin, State of Texas, said tract being part of a called 10.000 acre tract as described in Exhibit A in deed to Ajiit B.Multani, filed 05 December 2006, and recorded in county clerks number 200000407000353600 of the Official Public records of said Collin County, and being more particularly described as follows;

COMMENCING at found 5/8 inch rebar, said rebar being the northeast corner of said Multani tract, same being the southeast corner of called 7.823 acre tract as described in Exhibit A in deed to John N. Clark and Donna G. Clark, filed 17 December 1998, and recorded in county clerks number 98-0140278 of said official public records, and said rebar being on the west right of wayline of State Highway Number 289, said rebar also having NAD83 NCTZ Coordinates of N7174568.27 E- 2496330.14;

THENCE: South 01 degrees 04 minutes 33 seconds West, with the west line of said highway, a distance of 249.53 feet to set ½ inch rebar for an angle point in the west line of said highway;

THENCE: South 03 degrees 55 minutes 26 seconds West, with the west line said highway, a distance of 127.61 feet to a point;

THENCE: South 89 degrees 39 minutes 48 seconds West, a distance of 395.06 feet a set capped ½ inch rebar for the POINT OF BEGINNING;

THENCE: North 00 degrees 20 minutes 12 seconds West, a distance of 175.00 feet to a set capped ½ inch rebar for the northwest corner of this tract;

Attachment: Annexation Service Agreement (November Batch - Trivedi Properties - C-3 Expedited Annexation Service Agreement)

THENCE: North 89 degrees 39 minutes 48 seconds East, a distance of 248.91 feet to a set capped ½ inch rebar for the northeast corner of this tract;

THENCE: South 00 degrees 20 minutes 12 seconds East, a distance of 175.00 feet to the POINT OF BEGINNING and containing 1.00 acres of land.

Conditional 30' Ingress & Egress Easement

0.31 Acres

All that certain 1.00 acre tract of parcel of land situated in W. Herron Survey, Abstract Number 380, County of Collin, State of Texas, said tract being part called 10.00 acre tract as descried in Exhibit A in deed to Ajit B. Multani, filed 06 December 2006, and recorded in county clerks number 20000407000353600 of the Official Public records of said Collin County, and being more particularly described as follows:

BEGINNING for the southeast corner of the tract being described herein found 3/8 inch rebar for the southeast corner of said Multani tracts same being the northeast corner of the Second Tract a called 8.816 acre tract as described in deed to Michael B. merritt et ux, Margaret A. Merritt, filed 19 November 1993, and recorded in county clerks number 93-0101758 of said official public records, said rebar being in the west line of State Highway Number 289, said rebar also being South 60 degrees 067 minutes 28 seconds West, a distance of 0.5 feet from a found TxDOT right of way monument, said rebar also having NAD83 NCTZ GRID Coordinates of N-7174131.49, E-2496312.60;

THENCE: South 89 degrees 39 minutes 48 seconds West, with the north line of said Merritt tract, and along and near a barbed wire fence, a distance of 420.59 feet to set capped ½ inch rebar for the most northly northeast corner of this tract;

THENCE: South 89 degrees 39 minutes 48 seconds West, with the north line of said Merritt tract, and along and near a barbed wire fence, a distance of 420.59 feet to set capped ½ inch rebar for the southwest corner of this tract;

THENCE: North 00 degrees 20 minutes 12 seconds West, a distance of 60.00 to set capped ½ inch rebar for the northwest corner of this tract;

THENCE: North 89 degrees 39 minutes 48 seconds, a distance of 30.00 feet t-o a set capped ½ inch rebar for the most northeast corner of this tract;

THENCE: South 00 degrees 20 minutes 12 seconds West, a distance of 90.00 to set capped ½ inch rebar for the northwest corner of this tract;

THENCE: North 89 degrees 39 minutes 48 seconds, a distance of 392.82 feet to a set capped ½ inch rebar for the most easterly northeast corner of this tract, rebar being in the west line of said highway;

THENCE: South 03 degrees 55 minutes 26 seconds West, with the west line of said highway, a distance of 30.09 feet to the POINT OF BEGINNING and containing 0.31 aces of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE AGE CALCUALTIONS ARE CORRECT.

Attachment: Annexation Service Agreement (November Batch - Trivedi Properties - C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Gregory Family Trust - C-3 Expedited Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 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)

Applicant:
Michael Gregory
1201 Broken Bend Drive
Prosper, TX 75078

Background Information:
This item is related to the annexation of approximately 11 acres generally located at the southwest corner of future Legacy Drive and future J. Fred Smith Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

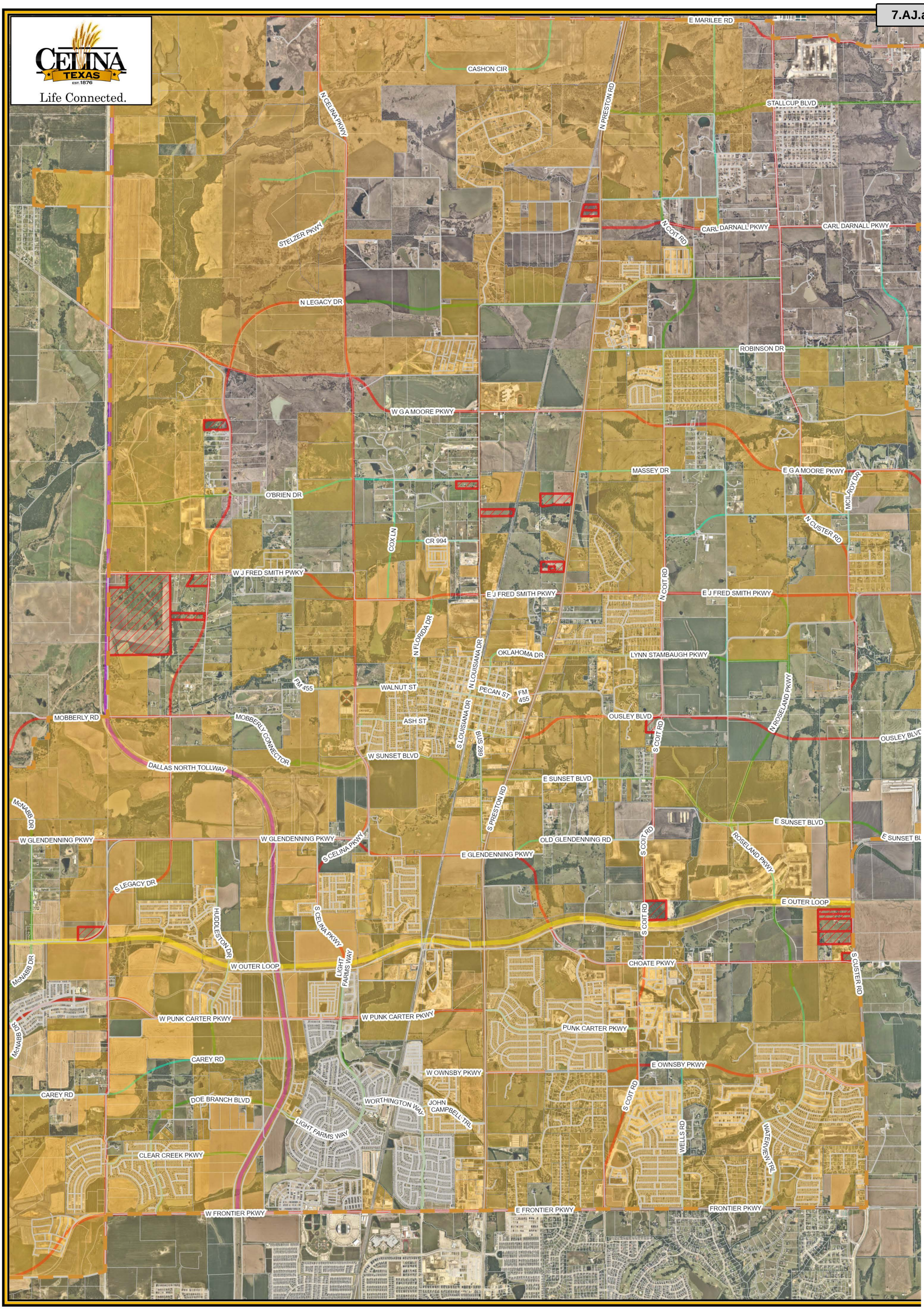
Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

Attachment: Location Map (November Batch - Gregory Family Trust - C-3 Expedited Annexation Service Agreement)

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:
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Attachment: Annexation Service Agreement (November Batch - Gregory Family Trust - C-3 Expedited Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
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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.

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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.

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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.

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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.

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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.

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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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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 (November Batch - Gregory Family Trust - C-3 Expedited 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 OWNER: GREGORY FAMILY TRUST

By: _____
Name: Michael Gregory
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (November Batch - Gregory Family Trust - C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

ALL that certain tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 168, County of Collin, State of Texas; said tract being all of a 1 acre tract as shown by Deed to Jerry Liles et ux, Mary Liles, dated February 9, 1983 and recorded in Volume 1605, Page 658, and all of a 9.001 acre tract as shown by Deed to Jerry Liles et ux, Mary Liles, dated July 25, 1983 and recorded in Volume 1697, Page 285 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

BEGINNING for the Northeast corner of the tract being described herein at a set ½ inch Rebar, said rebar being the Northeast corner of said Liles 9 acre tract, and northwest corner of a called 1.86 acre tract as shown by Deed to Cecil D. Vest et ux, Mary E. Vest, dated May 6, 1986, and recorded in Volume 2360, Page 826 of said Deed Records, said rebar also being the center line of Collin County Road Number 9 (a gravel surfaced public road), and the center line of Rawhide Road (a 60 wide gravel surfaced private road, as shown by Road and Utility Dedication, dated March 22, 1983, and recorded in Volume 1624, Page 205, and another dated July 12, 1983 and recorded in Volume 1688, Page 911, of said Deed Records;

THENCE South 04 degrees 01 minutes 42 seconds West, with the east line of said 9 acre tract, and with the center line of said Rawhide Road, and passing at 131.56 feet a found ½ inch Rebar being the northeast corner of said 1 acre tract, and passing at 340.56 feet a found ½ inch Rebar being the southeast corner of said 1 acre tract, and continuing on said course for a total distance of 551.18 feet to a found ½ inch Rebar for the southeast corner of said 9 acre tract, and the northeast corner of a called 10.30 acre tract as shown by Deed to Leroy Delgado Falcon, dated July 25, 1983, and recorded in Volume 1697, Page 294 of said Deed Records;

THENCE South 89 degrees 57 minutes 37 seconds West, and passing at 30 feet a pipe fence corner post of the west line of said Road, and passing at 850.43 feet a set ½ inch Rebar on the east bank of a creek, and continuing on said course for a total distance of 925.43 feet to the middle of said Creek for the southwest corner of said 9 acre tract, and the northwest corner of said Falcon tract.

THENCE with the middle of said creek, and the west line of said 9 acre tract, the following 3 (three) calls: 1. North 29 degrees 31 minutes 00 seconds East, a distance of 89.01 feet; 2. North 31 degrees 22 minutes 00 seconds East, a distance of 355.23 feet; 3. North 07 degrees 47 minutes 00 seconds East, a distance of 170.65 feet to a set ½ inch Rebar in the center line of said County Road Number 9, said rebar being the northwest corner of said 9 acre tract, and the northeast corner of a called 10.39 acre tract as shown by Deed to James Travis Newsome, dated March 4, 1987 and recorded in Volume 1615, Page 602 of said Deed Records;

THENCE North 89 degrees 57 minutes 04 seconds East, with the north line of said 9 acre tract, and in said road, a distance of 713.27 feet to the POINT OF BEGINNING and containing 10.003 acres of land.

Attachment: Annexation Service Agreement (November Batch - Gregory Family Trust - C-3 Expedited Annexation Service Agreement)

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:	October 11, 2022
Re:	Alcohol Zoning - 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 the alcohol regulations. (Alcohol Zoning – Text Amendment) (McAfee)

Background:

The ordinance is being amended to revise Chapter 14, Zoning, to modify the alcohol regulations. Please refer to the attachments for additional information.

Supporting Documents:

- Staff Presentation
- Draft Ordinance - Redline
- Draft Ordinance - Clean

Staff Recommendation:

NA

ALCOHOL REGULATIONS

City Council
October 11, 2022



Attachment: Staff Presentation (Alcohol Zoning – Text Amendment)

BACKGROUND

- In anticipation of the November alcohol election, it is timely to discuss various alcohol policies and regulations
- Alcohol regulations can be found in both Chapter 8.09 (Alcoholic Beverages) and Chapter 14 (Zoning) of the City of Celina Code of Ordinances

Attachment: Staff Presentation (Alcohol Zoning – Text Amendment)

ZONING

- TABC precludes cities from imposing stricter standards on alcohol establishments than are imposed on other general businesses (i.e. SUPs cannot be required for liquor stores)
- However, a city may regulate "bars" through the SUP process (*any establishment that derives 75% of more of its gross revenue from the sale for on-premise consumption*)
- Staff proposes to revise the Zoning Ordinance to define Bars and require an SUP for them to legally operate

Attachment: Staff Presentation (Alcohol Zoning – Text Amendment)

DISTANCE SEPARATION

- State law allows a city the local option of establishing separation requirements between alcohol sales and certain protected land uses
- Variance processes exist that allow a City to waive the distance on a case-by-case basis
- Celina restricts liquor stores to the maximum separation distance allowed by State law from schools, churches, day cares, & hospitals
- Staff proposes to expand the restriction to include “Bars” as well

Attachment: Staff Presentation (Alcohol Zoning – Text Amendment)

REVISIONS OVERVIEW

- Update the Alcohol regulations so that all definitions and land uses match current State law and other general clean-up purposes
- Require an SUP for Bars (liquor stores cannot be regulated in this manner)
- Expand the Distance Separation requirements to include Bars in addition to liquor stores
- P&Z's review was limited to Chapter 14 (Zoning)

Attachment: Staff Presentation (Alcohol Zoning – Text Amendment)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the proposed alcohol revisions to Chapter 14 (Zoning) at its regular meeting in September
- No public commentary was offered
- Staff recommends approval as presented

NEXT STEPS

- ~~August – work session~~
- ~~September – P&Z~~
- October – City Council (effective date)
- November – alcohol election

Attachment: Staff Presentation (Alcohol Zoning – Text Amendment)

CITY OF CELINA, TEXAS
ORDINANCE 2022-____
TEXT AMENDMENT-ALCOHOL RELATED USES

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, SPECIFICALLY AMENDING CODE OF ORDINANCES, CHAPTER 14, ZONING, TO MODIFY ALCOHOL REGULATIONS; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend regulations for 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 City Council has considered, among other things, the most regulation of alcohol-related uses of land in the City, to the extent allowed by state law, and is in the interest of public health, safety, and welfare, and does hereby find that the text amendments accomplish such objectives and is consistent with the provisions of the 2030 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 interested persons; and

Attachment: Draft Ordinance - Redline (Alcohol Zoning – Text Amendment)

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the text amendments should be approved.

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 for its residents.

SECTION 3
ZONING ORDINANCE TEXT AMENDMENTS

Chapter 14 of the Code of Ordinances of the City of Celina, Texas, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to read as follows, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby are hereby ratified and affirmed:

A. Article 14.01 Administration, Part One General Provisions, Section 14.01.114 Land Use Definitions, is hereby amended to amend definition of "Alcohol Sales" as follows:

Alcohol sales. All of ~~T~~the following land uses ~~refer to~~with the sale (both on-premise and off-premise) and/or consumption of alcoholic beverages. All businesses and entities must adhere to the requirements of the Texas Alcoholic Beverage Code, as it exists or may be amended and any local option elections. See section 14.03.401, Permanent Land Uses with Specific Conditions Prior to Issuance of a Building Permit, Alcohol Sales ~~Regulations~~ for additional regulations.

~~*Alcohol sales, primary use*. An establishment principally for the sale and consumption of alcoholic beverages on the premises. (See section 14.03.301(2), alcohol sales for regulations)~~

Bar. Any establishment that derives seventy-five (75) percent or more of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, for on-premise consumption.

~~*Alcohol sales, secondary use*. An establishment allowing the sale and consumption of alcoholic beverages on the premises but incidental to the principal use, such as a restaurant, hotel, or conference center.~~

Attachment: Draft Ordinance - Redline (Alcohol Zoning – Text Amendment)

Alcoholic Beverage Sales. Any establishment, place of business, or person engaged in the selling of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

~~*Brewpub, primary use*. An establishment principally for the on-site brewing of beer occurs as well as tasting and/or retail sales. (See section 14.03.301(2), alcohol sales for regulations)~~

Brewery. An establishment holding a "Brewer's License" or a "Brewer's Self Distribution License" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended.

~~*Brewpub, secondary use*. An establishment allowing the sale and consumption of alcoholic beverages brewed on the premises but incidental to the principal use, such as a restaurant, hotel, or conference center.~~

Brewpub. An establishment holding a "Brewpub License" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended, permitting the license holder to manufacture, brew, bottle, can, package, and label malt liquor, ale and beer; sell or offer without charge, on the premises of the brewpub, to ultimate consumers for consumption on or off those premises, malt liquor, ale or beer produced by the license holder, in or from a lawful container, to the extent the sales or offers are allowed under the license holder's other permits or licenses; which license holder must also hold with another TABC permit or license authorizing on-premises consumption. Total production of malt liquor, ale and beer cannot exceed 10,000 barrels for each licensed brewpub.

Distillery. An establishment holding a "Distiller's and Rectifiers Permit" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended.

~~*Liquor store*. A facility for the sale of beer, wine, and/or liquor not for on-premises consumption.~~

~~*Winery, brewery and retail sales*. An establishment that produces, bottles, markets, or sells wine or other alcoholic products to the general public.~~

~~*Winery, brewery and distillery production*. A manufacturing or bottling plant that produces or combines alcoholic products such as wine, beer, ale, or liquor for sale.~~

Winery. An establishment holding a "Winery Permit" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended.

B. Article 14.03 Use Regulations, Part Three Permanent Land Uses That Require SUP Approval, Section 14.03.301 Permanent Land Uses with Specific Criteria for Approval, Subsection (2) Alcohol Sales Regulations is amended to delete Alcohol Sales Regulations:

~~(2) Alcohol Sales Regulations. (this classification includes Bars, Brewpubs, Wine Tastings, Growlers, and other similar uses where alcoholic beverages are served on-premises by the glass)~~

~~(A) Retail alcohol sales is defined as an establishment principally for the sale and consumption of alcoholic beverages on the premises that derives seventy-five percent (75%) or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, or as defined in the Texas Alcoholic Beverage Code (TABC), for on-premises consumption.~~

~~(B) Prior to issuance of a Certificate of Occupancy, the business owner shall provide the City with a copy of its State permit to operate as a bar, brewpub, or similar use.~~

~~(C) All retail alcohol sales shall also meet the standards found in Chapter 10, Alcoholic Beverages, of the Celina Code of Ordinances.~~

C. Article 14.03 Use Regulations, Part Four Permanent Land Uses That Require Conditional Approval, Section 14.03.401 Permanent Land Uses with Specific Conditions Prior to Issuance of a Building Permit is amended to add "Alcohol Sales Regulations" to read as follows, to be alphabetically organized with the existing list:

Sec. 14.03.401 Permanent land uses that require certain conditions for approval

The following land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, Conditions Required, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit. If, at the Director's discretion, one or more of the conditions have not been met, the request may be brought to the City Council as a Specific Use Permit (SUP).

(1) Alcohol sales ~~regulations~~. ~~(This classification includes bars, brewpubs, wine tastings, growlers, and other similar uses where alcoholic beverages are served on-premises by the glass).~~The following criteria apply to alcohol sales:

(A) .Beer sales are not permitted in residential zoning districts. Mixed Use destination centers shall not be considered residential.

~~Retail alcohol sales is defined as an establishment principally for the sale and consumption of alcoholic beverages on the premises that derives seventy-five percent (75%) or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, or as defined in the Texas Alcoholic Beverage Code (TABC), for on-premises consumption.~~

(B) Prior to issuance of a certificate of occupancy, the business owner shall provide the city with a copy of its State permit from the Texas Alcoholic Beverage Commission~~to operate as a bar, brewpub, or similar use~~.

(C) All retail alcohol sales shall also meet the standards found in ~~e~~Chapter 10, Subdivision Regulations, and ~~[e~~Chapter 8, ~~a~~Article 8.09~~]~~, ~~a~~Alcoholic ~~b~~Beverages, of the Celina Code of Ordinances. The City must apply regulations for alcohol-related uses in a manner that conforms to state law.

(D) Unless another standard is specified, alcohol sales shall meet the standards for office, retail and commercial establishments contained in Chapter 14, Zoning.

(E) If a restaurant meets the definition of a bar, the use will no longer qualify as a restaurant and will be classified and regulated by the city as a bar.

(F) Industrial-scaled facilities with larger manufacturing and/or production components (20,000 square feet or larger), in conjunction with a Brewery, Brewpub, Distillery, or Winery, will need an SUP to locate outside of the Industrial zoning district. Smaller, boutique or craft styled and sized operations are allowed by right in any zoning district where general alcohol sales are permitted.

(G) There are no minimum food percentages or requirements in the local zoning code. All establishments are governed by State TABC regulations and their respective definitions and licenses. State guidelines control; however, any establishment meeting the definition of a "bar" shall require an SUP.

D. 14.03 Use Regulations, Part One Schedule of Uses, Section 14.03.102 Non-residential Zoning Districts Schedule of Uses, Table 2 is amended to add and delete the following uses:

[Continued on next page]

Sec. 14.03.102 Non-residential zoning districts schedule of uses

P = permitted by right; S = specific use permit required, S* = specific criteria are required as well as approval through the SUP process; C = conditions required prior to issuance of a building permit; blank = not permitted. Land uses that require a planned development in any district are so noted.

Article 14.03, Table 2 Multifamily and Non-Residential Zoning Districts	**AG** **Agricultural**	**MF** **Multifamily All Types**	**CF** **Community Facilities**	**C** **Commercial, Office, and Retail**	**MU** **Mixed Use**	**PRO/ CCO** **Preston Road/Collin County Outer Loop Overlay Districts**	**I** **Industrial**
~~Alcohol production, winery, brewery and distillery~~				~~S*~~	~~S*~~		~~S*~~
Alcoholic Beverage ~~s~~Sales~~,~~ ~~retail consumption~~			P	P	P	P	P
Bar				S	S	S	S
~~Alcohol sales, winery, brewery and retail sales~~Brewery, Brewpub, Distillery, & Winery			C	C	C	C	C
~~Store, liquor sales~~							

Attachment: Draft Ordinance - Redline (Alcohol Zoning – Text Amendment)

SECTION 4
PENALTY

4.01 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, and each and every day such violation is continued shall be deemed to constitute a separate offense.

4.02 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 5
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 6
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 7
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 8
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

Attachment: Draft Ordinance - Redline (Alcohol Zoning – Text Amendment)

SECTION 9

ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

Attachment: Draft Ordinance - Redline (Alcohol Zoning – Text Amendment)

SECTION 10
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 11th day of October, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Draft Ordinance - Redline (Alcohol Zoning – Text Amendment)

CITY OF CELINA, TEXAS
ORDINANCE 2022-____
TEXT AMENDMENT-ALCOHOL RELATED USES

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, SPECIFICALLY AMENDING CODE OF ORDINANCES, CHAPTER 14, ZONING, TO MODIFY ALCOHOL REGULATIONS; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend regulations for 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 City Council has considered, among other things, the most regulation of alcohol-related uses of land in the City, to the extent allowed by state law, and is in the interest of public health, safety, and welfare, and does hereby find that the text amendments accomplish such objectives and is consistent with the provisions of the 2030 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 interested persons; and

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the text amendments should be approved.

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 for its residents.

SECTION 3
ZONING ORDINANCE TEXT AMENDMENTS

Chapter 14 of the Code of Ordinances of the City of Celina, Texas, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to read as follows, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby are hereby ratified and affirmed:

A. Article 14.01 Administration, Part One General Provisions, Section 14.01.114 Land Use Definitions, is hereby amended to amend definition of "Alcohol Sales" as follows:

Alcohol sales. All of the following land uses with the sale (both on-premise and off-premise) and/or consumption of alcoholic beverages. All businesses and entities must adhere to the requirements of the Texas Alcoholic Beverage Code, as it exists or may be amended and any local option elections. See section 14.03.401, Permanent Land Uses with Specific Conditions Prior to Issuance of a Building Permit, Alcohol Sales for additional regulations.

Bar. Any establishment that derives seventy-five (75) percent or more of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, for on-premise consumption.

Alcoholic Beverage Sales. Any establishment, place of business, or person engaged in the selling of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

Brewery. An establishment holding a "Brewer's License" or a "Brewer's Self Distribution License" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended.

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

Brewpub. An establishment holding a "Brewpub License" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended, permitting the license holder to manufacture, brew, bottle, can, package, and label malt liquor, ale and beer; sell or offer without charge, on the premises of the brewpub, to ultimate consumers for consumption on or off those premises, malt liquor, ale or beer produced by the license holder, in or from a lawful container, to the extent the sales or offers are allowed under the license holder's other permits or licenses; which license holder must also hold with another TABC permit or license authorizing on-premises consumption. Total production of malt liquor, ale and beer cannot exceed 10,000 barrels for each licensed brewpub.

Distillery. An establishment holding a "Distiller's and Rectifiers Permit" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended.

Winery. An establishment holding a "Winery Permit" issued by the Texas Alcoholic Beverage Commission in accordance with the Texas Alcoholic Beverage Code, as amended.

B. Article 14.03 Use Regulations, Part Three Permanent Land Uses That Require SUP Approval, Section 14.03.301 Permanent Land Uses with Specific Criteria for Approval, Subsection (2) Alcohol Sales Regulations is amended to delete Alcohol Sales Regulations.

C. Article 14.03 Use Regulations, Part Four Permanent Land Uses That Require Conditional Approval, Section 14.03.401 Permanent Land Uses with Specific Conditions Prior to Issuance of a Building Permit is amended to add "Alcohol Sales Regulations" to read as follows, to be alphabetically organized with the existing list:

Sec. 14.03.401 Permanent land uses that require certain conditions for approval

The following land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, Conditions Required, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit. If, at the Director's discretion, one or more of the conditions have not been met, the request may be brought to the City Council as a Specific Use Permit (SUP).

(1) Alcohol sales. The following criteria apply to alcohol sales:

(A) .Beer sales are not permitted in residential zoning districts. Mixed Use destination centers shall not be considered residential.

(B) Prior to issuance of a certificate of occupancy, the business owner shall provide the city with a copy of its State permit from the Texas Alcoholic Beverage Commission.

(C) All retail alcohol sales shall also meet the standards found in Chapter 10, Subdivision Regulations, and Chapter 8, Article 8.09, Alcoholic Beverages, of the Celina Code of Ordinances. The City must apply regulations for alcohol-related uses in a manner that conforms to state law.

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

(D) Unless another standard is specified, alcohol sales shall meet the standards for office, retail and commercial establishments contained in Chapter 14, Zoning.

(E) If a restaurant meets the definition of a bar, the use will no longer qualify as a restaurant and will be classified and regulated by the city as a bar.

(F) Industrial-scaled facilities with larger manufacturing and/or production components (20,000 square feet or larger), in conjunction with a Brewery, Brewpub, Distillery, or Winery, will need an SUP to locate outside of the Industrial zoning district. Smaller, boutique or craft styled and sized operations are allowed by right in any zoning district where general alcohol sales are permitted.

(G) There are no minimum food percentages or requirements in the local zoning code. All establishments are governed by State TABC regulations and their respective definitions and licenses. State guidelines control; however, any establishment meeting the definition of a "bar" shall require an SUP.

D. 14.03 Use Regulations, Part One Schedule of Uses, Section 14.03.102 Non-residential Zoning Districts Schedule of Uses, Table 2 is amended to add and delete the following uses:

[Continued on next page]

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

Sec. 14.03.102 Non-residential zoning districts schedule of uses

P = permitted by right; S = specific use permit required, S* = specific criteria are required as well as approval through the SUP process; C = conditions required prior to issuance of a building permit; blank = not permitted. Land uses that require a planned development in any district are so noted.

Article 14.03, Table 2 **Multifamily and Non-Residential Zoning Districts**	**AG** **Agricultural**	**MF** **Multifamily All Types**	**CF** **Community Facilities**	**C** **Commercial, Office, and Retail**	**MU** **Mixed Use**	**PRO/ CCO** **Preston Road/Collin County Outer Loop Overlay Districts**	**I** **Industrial**
Alcoholic Beverage Sales			P	P	P	P	P
Bar				S	S	S	S
Brewery, Brewpub, Distillery, & Winery			C	C	C	C	C

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

SECTION 4
PENALTY

4.01 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, and each and every day such violation is continued shall be deemed to constitute a separate offense.

4.02 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 5
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 6
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 7
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 8
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

SECTION 9
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

SECTION 10
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 11th day of October, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Draft Ordinance - Clean (Alcohol Zoning – Text Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Annexation

Action Requested:
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)

Background Information:
This item is for 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, associated with the local option election for alcohol on the November ballot. Please refer to the attached documents as well as the associated annexation service agreements and zoning agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

E MARILEE RD
CASHON CIR
N CELINA PKWY
N PRESTON RD
STALLCUP BLVD
STELZER PKWY
N COIT RD
CARL DARNALL PKWY
CARL DARNALL PKWY
N LEGACY DR
ROBINSON DR
W G A MOORE PKWY
MASSEY DR
E G A MOORE PKWY
MCILROY DR
O'BRIEN DR
COX LN
CR 994
N CUSTER RD
W J FRED SMITH PWKY
E J FRED SMITH PKWY
N COIT RD
E J FRED SMITH PKWY
N FLORIDA DR
N LOUISIANA DR
OKLAHOMA DR
LYNN STAMBAUGH PKWY
FM 455
WALNUT ST
PECAN ST
FM 455
N ROSELAND PKWY
MOBBERLY RD
MOBBERLY CONNECTOR
ASH ST
S LOUISIANA DR
BUS 289
OUSLEY BLVD
S COIT RD
OUSLEY BLVD
W SUNSET BLVD
DALLAS NORTH TOLLWAY
E SUNSET BLVD
S PRESTON RD
McNABB DR
E SUNSET BLVD
W GLENDENNING PKWY
W GLENDENNING PKWY
S CELINA PKWY
OLD GLENDENNING RD
S COIT RD
ROSELAND PKWY
E GLENDENNING PKWY
S LEGACY DR
E OUTER LOOP
HUDDLESTON DR
S CELINA PKWY
S COIT RD
McNABB DR
W OUTER LOOP
LIGHT FARMS WAY
CHOATE PKWY
S CUSTER RD
W PUNK CARTER PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
McNABB DR
CAREY RD
E OWNSBY PKWY
W OWNSBY PKWY
S COIT RD
CAREY RD
DOE BRANCH BLVD
WORTHINGTON WAY
JOHN CAMPBELL TRL
LIGHT FARMS WAY
WELLS RD
WATERVIEW TRL
CLEAR CREEK PKWY
W FRONTIER PKWY
E FRONTIER PKWY
FRONTIER PKWY

Attachment: Location Map (November Batch - Annexation)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

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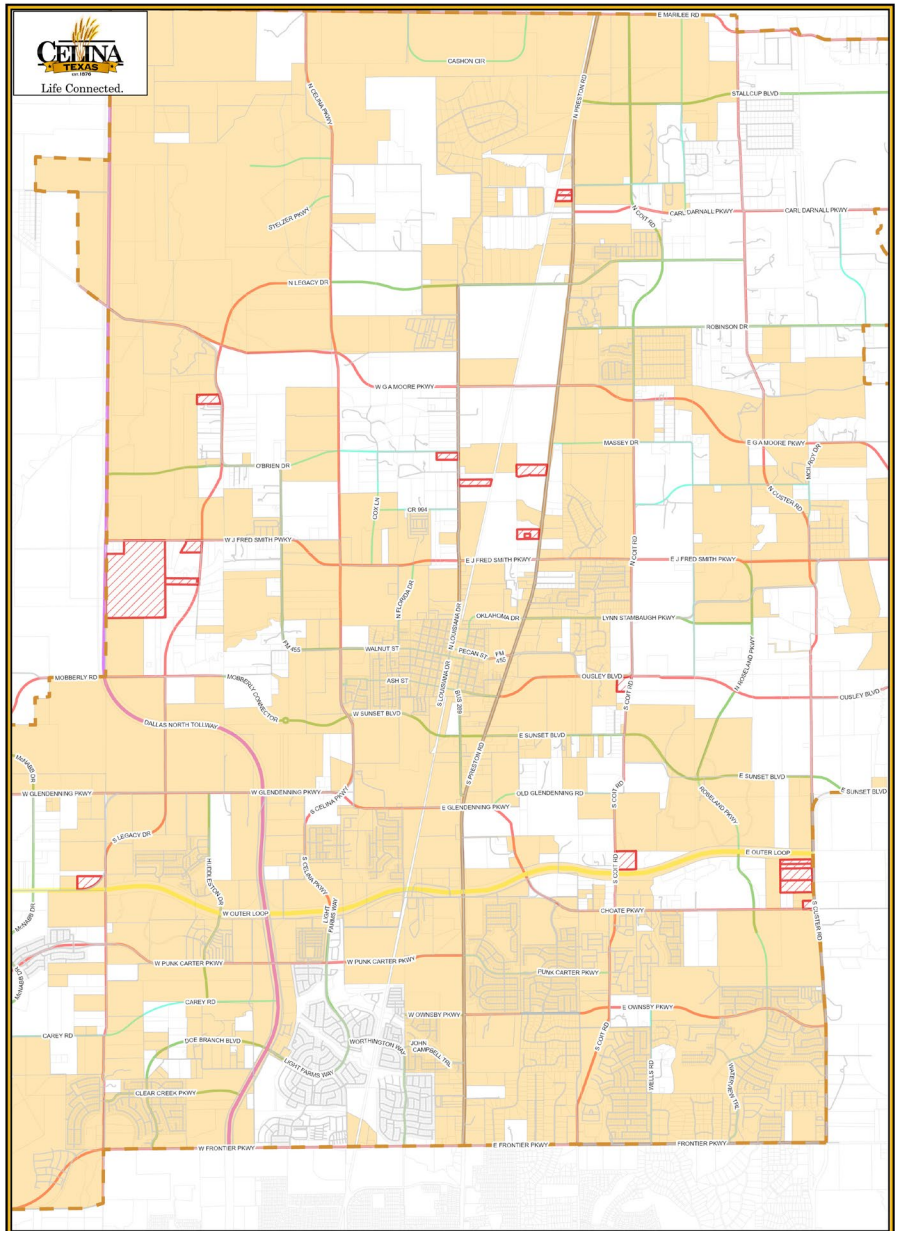
0 3,500 7,000 Feet

NOVEMBER BATCH

Annexation & Zoning

City Council
October 11, 2022





LOCATION MAP

The subject properties are located within the ultimate growth boundary of the City of Celina

Attachment: Staff Presentation (November Batch - Annexation)

BACKGROUND

- A local option election for alcohol is on the November ballot
- Celina's most recent local option election for alcohol was held in 2010
- State law only allows properties within the City Limits, at time of the election, to participate in the outcome of the election
- Many property owners have found value in having alcohol rights as they market or develop their property going forward and are choosing to voluntarily annex and zone
- This request includes a total of 17 entities totaling approximately 376 acres

Attachment: Staff Presentation (November Batch - Annexation)

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owner may in the future request the City to consider another zoning district
- Failure to zone the properties results in no land use restrictions

Attachment: Staff Presentation (November Batch - Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (November Batch - Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its September regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (November Batch - Annexation)

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 376 ACRES OF LAND, COLLIN AND DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACTS ARE GENERALLY LOCATED WEST OF FUTURE CUSTER ROAD, EAST OF SMILEY ROAD, NORTH OF PUNK CARTER PARKWAY, AND SOUTH OF MARILEE ROAD, 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, 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, a local option election for alcohol is on the November ballot; and

WHEREAS, State Law only allows properties within the City Limits, at time of the election, to participate in the outcome of the election; and

WHEREAS, many property owners have found value in having alcohol rights as they market or develop their property going forward, and are choosing to voluntarily annex and zone; 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 11th day of October, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 26th day of September, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

Attachment: Draft Ordinance (November Batch - Annexation)

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

Attachment: Draft Ordinance (November Batch - Annexation)

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of October, 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 (November Batch - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

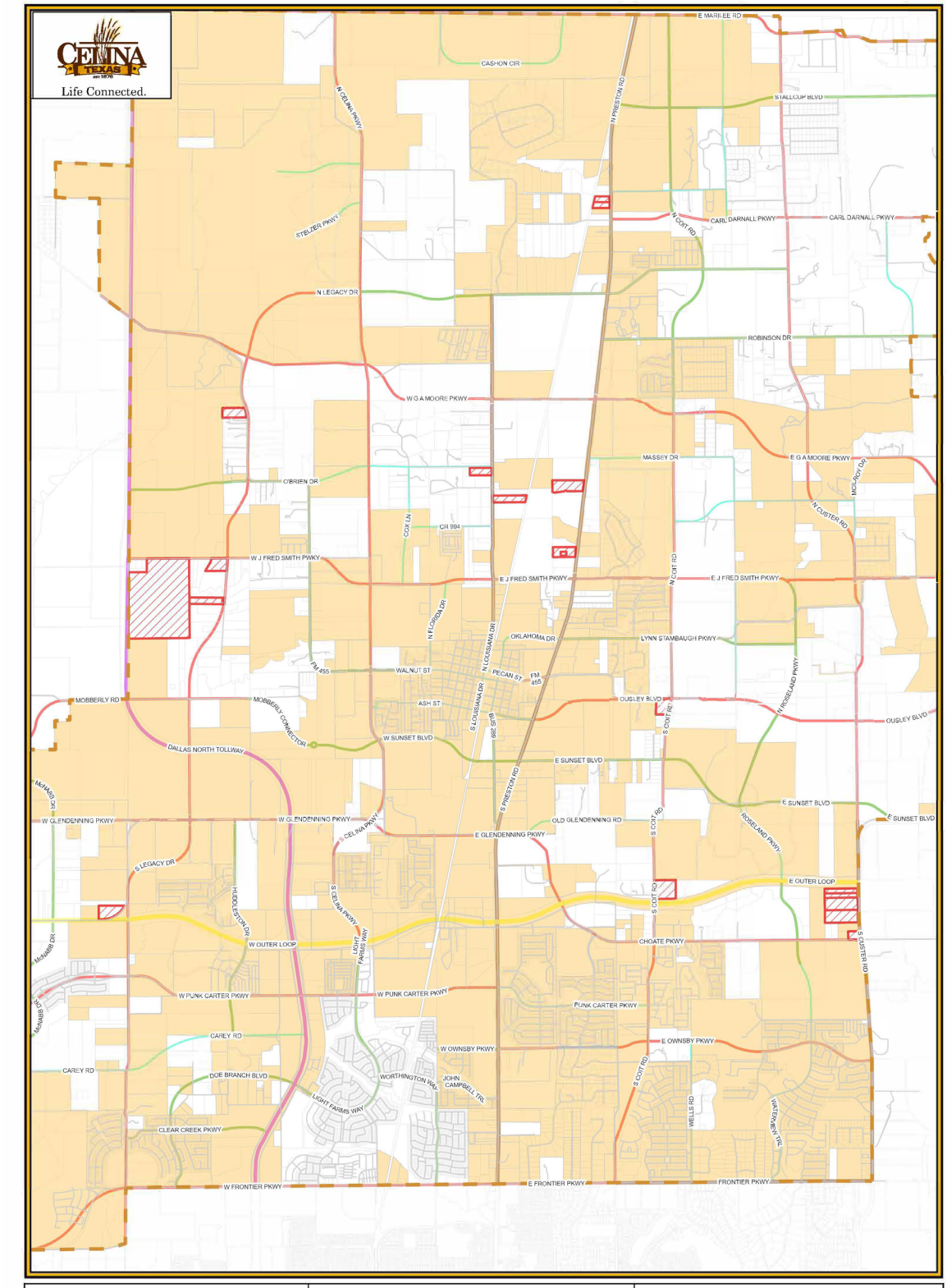
1. Collin CAD Property ID 2019491, being an approximate 6.75 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 54; generally located west of future Custer Road and approximately 200 feet south of the future Collin County Outer Loop. (The Hull Revocable Living Trust),
2. Denton CAD Property ID 84195, being an approximate 10 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in the Cowan Survey, Tract 29; generally located north of the Collin County Outer Loop and approximately 145 feet west of future Legacy Drive. (Miles L. Schulze),
3. Collin CAD Property ID 2779295, being an approximate 6.75 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 55; generally located at the southwest corner of future Custer Road and the future Collin County Outer Loop. (Ronald W. Leeper & Diane I. Sharp),
4. Collin CAD Property ID 2671391, being an approximate 18.06 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 4; generally located west of future Custer Road and approximately 740 feet north of Choate Parkway. (SSAP Holdings LLC),
5. Collin CAD Property ID 2595177, being an approximate 15.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0380 in the W. H. Herron Survey, Tract 24; generally located west of Preston Road and approximately 970 feet south of future Massey Drive. (Doost Rasul LLC),
6. Collin CAD Property ID 2743031, being an approximate 4.27 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 5; generally located at the northwest corner of future Custer Road and Choate Parkway. (Ava Texas Investments LLC),
7. Collin CAD Property ID 1586055, being an approximate 10.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Tract 47; generally located west of future Legacy Drive and approximately 1,740 feet south of future J. Fred Smith Parkway. (The Rohan Richard Trust & Audrey Ann Rohan),
8. Collin CAD Property ID 991760, being an approximate 205.09 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Tract 14; generally located east of the future Dallas North Tollway and approximately 595 feet south of future J. Fred Smith Parkway. (Westgate Tollway Investors LP),
9. Collin CAD Property ID 2711105, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Tract 61; generally located east of Louisiana Drive and approximately 3,365 feet north of future J. Fred Smith Parkway. (Palaniappan & Selvamanai & Algu Selvamani),
10. Collin CAD Property ID 1011693, being an approximate 17.75 acre tract of land in Collin County, Texas, legally described as Abstract No. A0779 in the Levin Routh Survey, Tract 10; generally located at the northeast corner of future Coit Road and the future Collin County Outer Loop. (Celina Stone LLC),
11. Collin CAD Property ID 1010417, being an approximate 10.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0735 in the John Ragsdale Survey, Tract 3; generally located west of future Legacy Drive and approximately 150 feet north of Mimosa Lane. (Ravishankar G. Yatnatti, Shubha & Shailesh Sood, & Ling M. Wong),
12. Collin CAD Property ID 2121985, being an approximate 5.94 acre tract of land in Collin County, Texas, legally described as Abstract No. A0803 in the Thomas Stayton Survey, Tract 4; generally

Attachment: Draft Ordinance (November Batch - Annexation)

located west of Louisiana Drive and approximately 40 feet south of future O'Brien Drive. (Yang Zhengehong & Haichen Liu),

13. Collin CAD Property ID 2006698, being an approximate 2.06 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 31; generally located at the southwest corner of Louisiana Drive and future O'Brien Drive. (Yang Zhengehong & Haichen Liu),
14. Collin CAD Property ID 1498123, being an approximate 3.56 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 40; generally located west of Preston Road and approximately 790 feet north of Mark Alexander Court. (Michael Family Trust),
15. Collin CAD Property ID 1498132, being an approximate 3.8 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 41; generally located west of Preston Road and approximately 535 feet north of Mark Alexander Court. (Michael Family Trust),
16. Collin CAD Property ID 2110123, being an approximate 9.18 acre tract of land in Collin County, Texas, legally described as Abstract No. A0731 in the Samuel Queen Survey, Tract 10; generally located at the southwest corner of future Coit Road and future Ousley Boulevard. (Frostfire Coit LLC),
17. Collin CAD Property ID 2122310, being an approximate 18.05 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 52; generally located west of future Custer Road and approximately 400 feet south of the future Collin County Outer Loop. (Frostfire Custer LLC),
18. Collin CAD Property ID 2752723, being an approximate 8.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0380 in the W. H. Herron Survey, Tract 16; generally located west of Preston Road and approximately 915 feet north of future J. Fred Smith Parkway. (Trivedi Properties LLC), and
19. Collin CAD Property ID 2703943, being an approximate 10.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Tract 29; generally located at the southwest corner of future Legacy Drive and future J. Fred Smith Parkway. (Gregory Family Trust).

Attachment: Draft Ordinance (November Batch - Annexation)



Attachment: Draft Ordinance (November Batch - Annexation)

Exhibit "B"
Service Plan – 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 (November Batch - 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 (November Batch - 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 (November Batch - 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 (November Batch - 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 (November Batch - Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	November Batch - Zoning

Action Requested:
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)

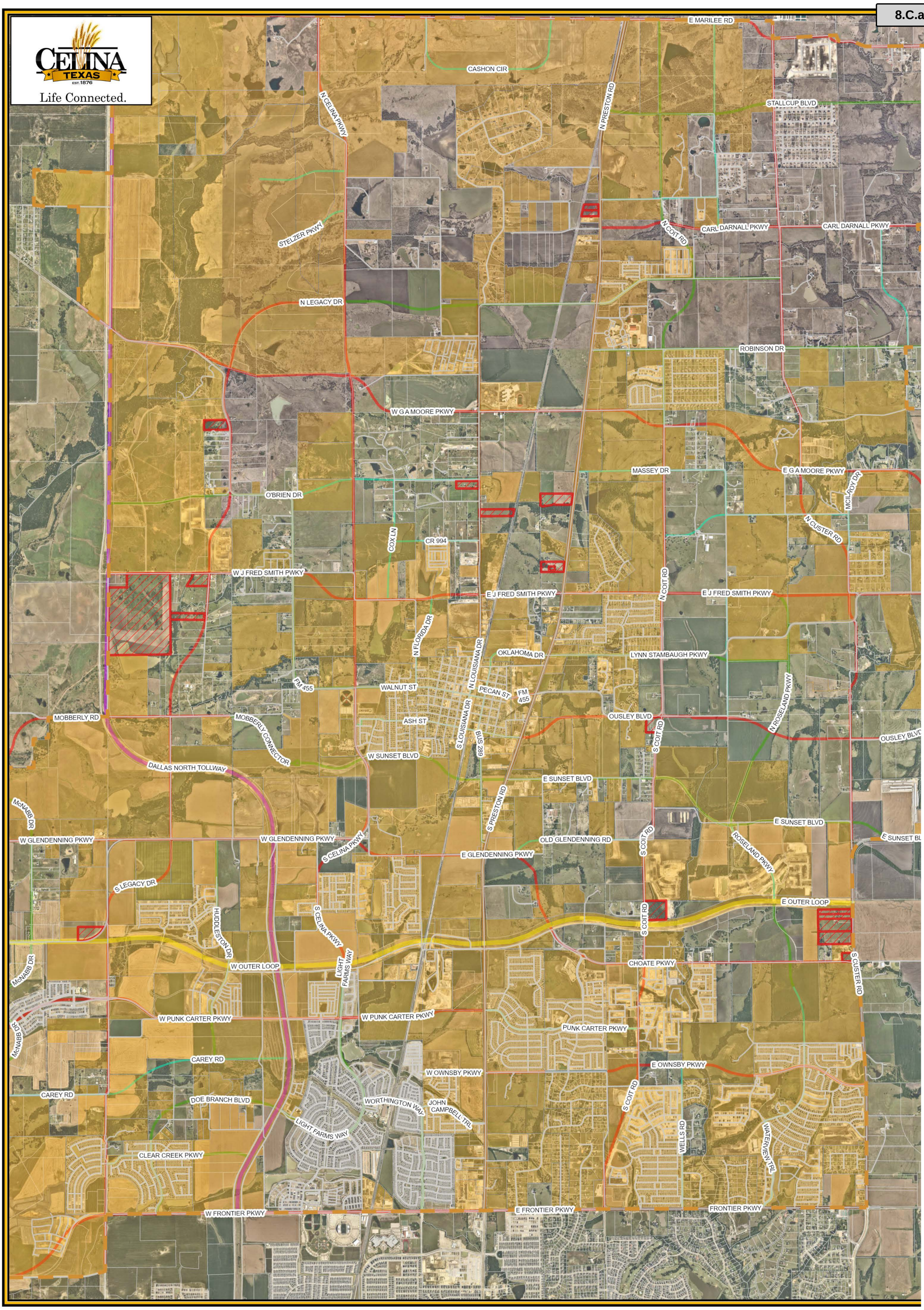
Background Information:
The subject properties are located within various locations of the ultimate growth boundary, and are associated with the local option election for alcohol on the November ballot. The properties are choosing to voluntarily annex and be zoned Agriculture District (AG), which is an appropriate "holding district." Please refer to the attached documents and 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 (November Batch - Zoning)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

November Batch Location Map

City of Celina

9/6/2022

N W E S

0 3,500 7,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
NOVEMBER BATCH ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 376 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF FUTURE CUSTER ROAD, EAST OF SMILEY ROAD, NORTH OF PUNK CARTER PARKWAY, AND SOUTH OF MARILEE ROAD, COLLIN COUNTY AND DENTON, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a local option election for alcohol is on the November ballot; and

WHEREAS, State Law only allows properties within the City Limits, at time of the election, to participate in the outcome of the election; and

WHEREAS, many property owners have found value in having alcohol rights as they market or develop their property going forward, and are choosing to voluntarily annex and zone; 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 herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (November Batch - Zoning)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance,

Attachment: Draft Ordinance (November Batch - Zoning)

of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

Attachment: Draft Ordinance (November Batch - Zoning)

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 11th day of October, 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 (November Batch - Zoning)

EXHIBIT A
Legal Description

1. Collin CAD Property ID 2019491, being an approximate 6.75 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 54; generally located west of future Custer Road and approximately 200 feet south of the future Collin County Outer Loop. (The Hull Revocable Living Trust),
2. Denton CAD Property ID 84195, being an approximate 10 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in the Cowan Survey, Tract 29; generally located north of the Collin County Outer Loop and approximately 145 feet west of future Legacy Drive. (Miles L. Schulze),
3. Collin CAD Property ID 2779295, being an approximate 6.75 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 55; generally located at the southwest corner of future Custer Road and the future Collin County Outer Loop. (Ronald W. Leeper & Diane I. Sharp),
4. Collin CAD Property ID 2671391, being an approximate 18.06 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 4; generally located west of future Custer Road and approximately 740 feet north of Choate Parkway. (SSAP Holdings LLC),
5. Collin CAD Property ID 2595177, being an approximate 15.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0380 in the W. H. Herron Survey, Tract 24; generally located west of Preston Road and approximately 970 feet south of future Massey Drive. (Doost Rasul LLC),
6. Collin CAD Property ID 2743031, being an approximate 4.27 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 5; generally located at the northwest corner of future Custer Road and Choate Parkway. (Ava Texas Investments LLC),
7. Collin CAD Property ID 1586055, being an approximate 10.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Tract 47; generally located west of future Legacy Drive and approximately 1,740 feet south of future J. Fred Smith Parkway. (The Rohan Richard Trust & Audrey Ann Rohan),
8. Collin CAD Property ID 991760, being an approximate 205.09 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Tract 14; generally located east of the future Dallas North Tollway and approximately 595 feet south of future J. Fred Smith Parkway. (Westgate Tollway Investors LP),
9. Collin CAD Property ID 2711105, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Tract 61; generally located east of Louisiana Drive and approximately 3,365 feet north of future J. Fred Smith Parkway. (Palaniappan & Selvamanai & Algu Selvamani),
10. Collin CAD Property ID 1011693, being an approximate 17.75 acre tract of land in Collin County, Texas, legally described as Abstract No. A0779 in the Levin Routh Survey, Tract 10; generally located at the northeast corner of future Coit Road and the future Collin County Outer Loop. (Celina Stone LLC),
11. Collin CAD Property ID 1010417, being an approximate 10.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0735 in the John Ragsdale Survey, Tract 3; generally located west of future Legacy Drive and approximately 150 feet north of Mimosa Lane. (Ravishankar G. Yatnatti, Shubha & Shailesh Sood, & Ling M. Wong),
12. Collin CAD Property ID 2121985, being an approximate 5.94 acre tract of land in Collin County, Texas, legally described as Abstract No. A0803 in the Thomas Stayton Survey, Tract 4; generally located west

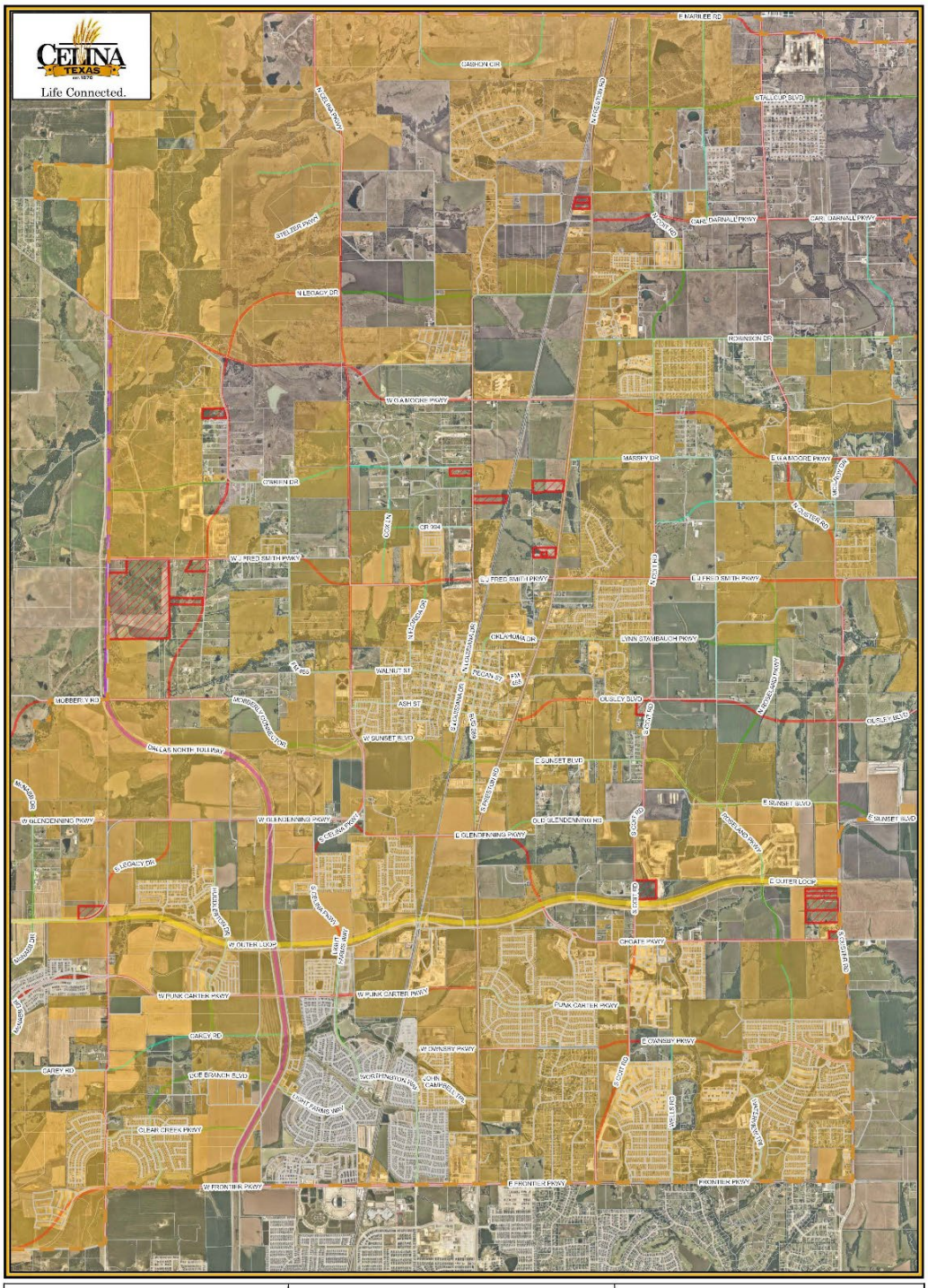
Attachment: Draft Ordinance (November Batch - Zoning)

of Louisiana Drive and approximately 40 feet south of future O'Brien Drive. (Yang Zhengehong & Haichen Liu),

13. Collin CAD Property ID 2006698, being an approximate 2.06 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 31; generally located at the southwest corner of Louisiana Drive and future O'Brien Drive. (Yang Zhengehong & Haichen Liu),
14. Collin CAD Property ID 1498123, being an approximate 3.56 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 40; generally located west of Preston Road and approximately 790 feet north of Mark Alexander Court. (Michael Family Trust),
15. Collin CAD Property ID 1498132, being an approximate 3.8 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 41; generally located west of Preston Road and approximately 535 feet north of Mark Alexander Court. (Michael Family Trust),
16. Collin CAD Property ID 2110123, being an approximate 9.18 acre tract of land in Collin County, Texas, legally described as Abstract No. A0731 in the Samuel Queen Survey, Tract 10; generally located at the southwest corner of future Coit Road and future Ousley Boulevard. (Frostfire Coit LLC),
17. Collin CAD Property ID 2122310, being an approximate 18.05 acre tract of land in Collin County, Texas, legally described as Abstract No. A0945 in the Coleman Watson Survey, Tract 52; generally located west of future Custer Road and approximately 400 feet south of the future Collin County Outer Loop. (Frostfire Custer LLC),
18. Collin CAD Property ID 2752723, being an approximate 8.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0380 in the W. H. Herron Survey, Tract 16; generally located west of Preston Road and approximately 915 feet north of future J. Fred Smith Parkway. (Trivedi Properties LLC), and
19. Collin CAD Property ID 2703943, being an approximate 10.01 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Tract 29; generally located at the southwest corner of future Legacy Drive and future J. Fred Smith Parkway. (Gregory Family Trust).

Attachment: Draft Ordinance (November Batch - Zoning)

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (November Batch - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation

Action Requested:

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)

Applicant:
Crest Celina, LLC
P.O. Box 92577
Southlake, TX 76092

Background Information:
This item is for the annexation of approximately 38 acres, generally located at the southeast corner of future Legacy Drive and future Mobberly Road. 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

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N LEGACY DR

MOBBERLY RD

MOBBERLY CONNECTOR

DALLAS NORTH TOLLWAY

W GLENDENNING PKWY

HUDDLESTON DR

S LEGACY DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Hollifield Location Map

City of Celina

8/30/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation)

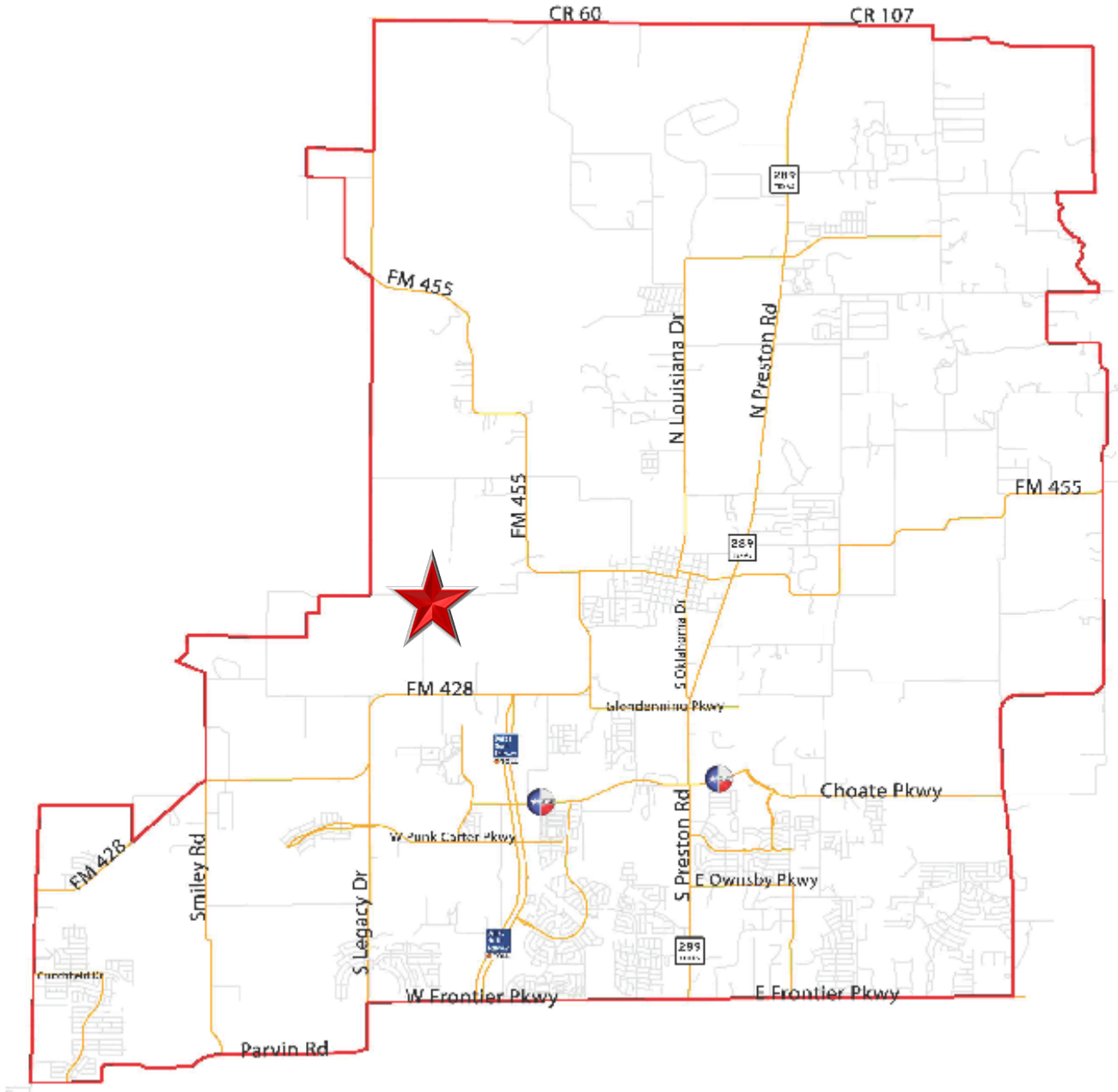
HOLLIFIELD TRACT

Annexation & Zoning

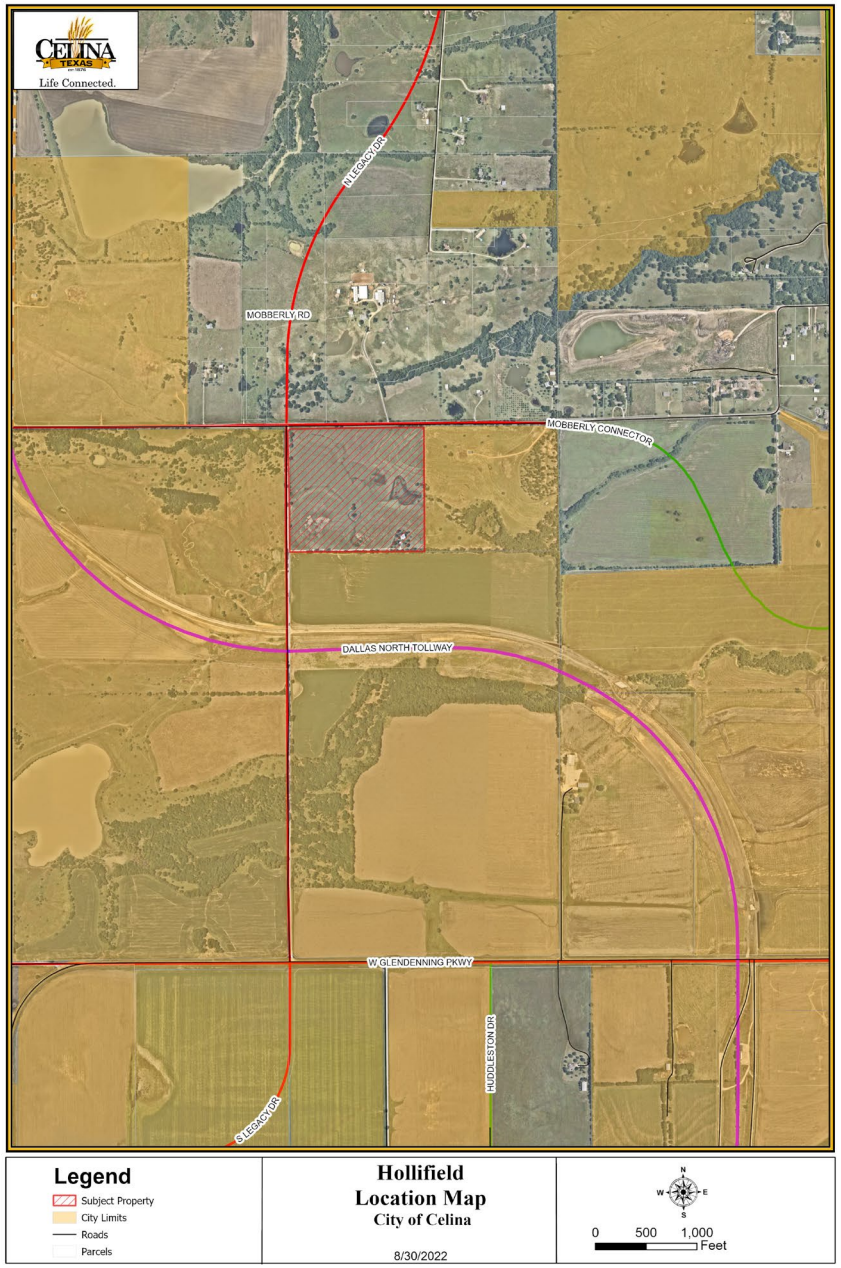
City Council
October 11, 2022



Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited



Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited



LOCATION MAP

The subject property is generally located at the southeast corner of future Legacy Drive and future Mobberly Road

Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited

BACKGROUND

- The subject property is approximately 38 acres
- The property is currently in the Extraterritorial Jurisdiction (ETJ) with a pre-annexation agreement that would otherwise not expire until 2032
- The applicant is proposing annex and zone the property with a base of Dallas North Tollway Overlay District (DNTO)
- The subject property has no immediate plans to develop

Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited

POLICY CONSIDERATIONS

- Dallas North Tollway Overlay District (DNTO) is an appropriate zoning district for properties along the Dallas North Tollway

Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its September regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
HOLLIFIELD TRACT ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 38 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE SOUTHEAST CORNER OF FUTURE LEGACY DRIVE AND FUTURE MOBBERLY ROAD, 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 11th day of October, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 26th day of September, 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 such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are

Attachment: Draft Ordinance (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation)

inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of October, 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 (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

TRACT 1:

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, same being a tract of land conveyed to Michael C. Hollifield and wife, Deborah Baker Hollifield, husband and wife, by deed recorded in Instrument Number 2004-0093339, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pipe found for corner, said corner being the Northwest corner of that tract of land conveyed to Texas Republic Realty, Ltd., a Texas Limited Partnership, by deed recorded in Instrument Number 20160610000726690, Official Public Records of Collin County, Texas, and lying on the East line of County Road 54 (30 foot right-of-way);

THENCE North 00 degrees 15 minutes 09 seconds West, along the said East line of County Road 54, a distance of 1237.96 feet to a point for corner, said corner being the intersection of the East line of said County Road 54 and the South line of County Road 8 (public right-of-way), from which a 1/2 inch iron rod found bears North 43 degrees 16 minutes 57 seconds West a distance of 22.33 feet for witness;

THENCE North 89 degrees 40 minutes 30 seconds East, along the said South line of County Road 8, a distance of 1323.88 feet to a point for corner, said corner being the Northwest corner of a tract of land conveyed to Old Celina, Ltd., a Texas Limited partnership, by deed recorded in Instrument Number 20210506000919910, Official Public Records of Collin County, Texas, from which a fence post found bears on-line in a Southerly direction a distance of 6.00 feet for witness;

THENCE South 00 degrees 16 minutes 27 seconds East, along the West line of said Old Celina Ltd. tract, a distance of 1236.90 feet to a 3/8 inch iron rod found for corner, said corner being the Southwest corner of said Old Celina Ltd. tract, and lying on the North line of said Texas Republic Realty, Ltd. tract;

THENCE South 89 degrees 37 minutes 45 seconds West, along the North line of said Texas Republic Realty, Ltd. tract, a distance of 1324.35 feet to the POINT OF BEGINNING and containing 1,638,497 square feet or 37.61 acres of land.

TRACT 2: PROPOSED UTILITY EASEMENT

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, same being a portion of a tract of land conveyed to Michael C. Hollifield and wife, Deborah Baker Hollifield, husband and wife, by deed recorded in Instrument Number 2004-0093339, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pipe found for corner, said corner being the Northwest corner of that tract of land conveyed to Texas Republic Realty, Ltd., a Texas Limited Partnership, by deed recorded in Instrument Number 20160610000726690, Official Public Records of Collin County, Texas, and lying on the East line of County Road 54 (30 foot right-of-way);

THENCE North 00 degrees 15 minutes 09 seconds West, along the said East line of County Road 54, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 45 seconds East, a distance of 1095.91 feet to a point for corner;

THENCE North 00 degrees 49 minutes 31 seconds East, a distance of 40.32 feet to a point for corner;

THENCE North 09 degrees 21 minutes 21 seconds East, a distance of 56.18 feet to a point for corner;

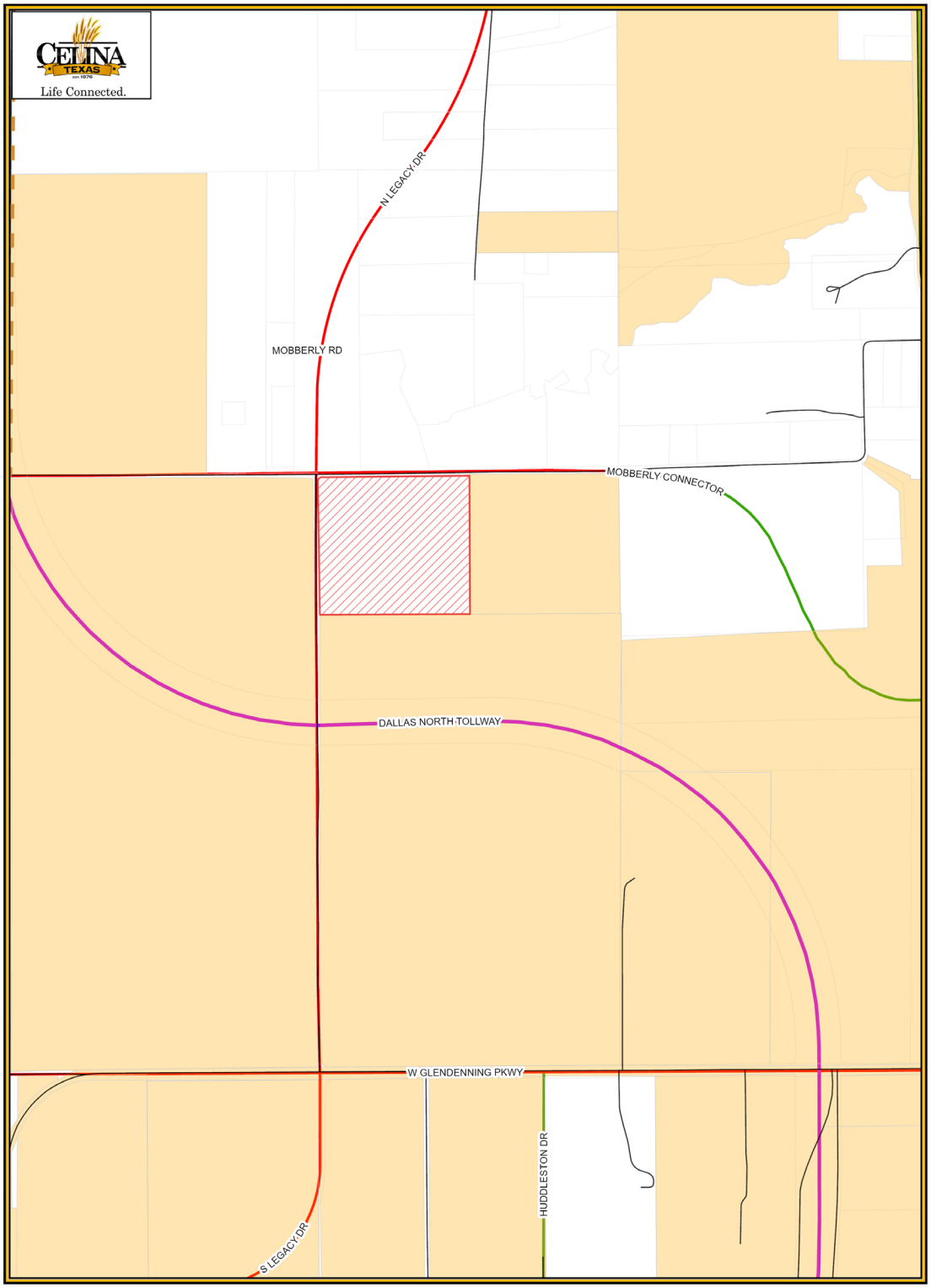
THENCE North 67 degrees 33 minutes 42 seconds East, a distance of 35.30 feet to a point for corner;

THENCE South 09 degrees 21 minutes 21 seconds West, a distance of 72.40 feet to a point for corner;

THENCE South 00 degrees 49 minutes 31 seconds West, a distance of 52.46 feet to a point for corner, said corner lying on the North line of said Texas Republic Realty, Ltd. tract;

THENCE South 89 degrees 37 minutes 45 seconds West, along the said North line of Texas Republic Realty, Ltd. tract, a distance of 1125.64 feet to the POINT OF BEGINNING and containing 19,984 square feet or 0.46 acres of land.

Attachment: Draft Ordinance (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation)



Attachment: Draft Ordinance (Hollifield Tract (NE Legacy & DNT) - 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 (Hollifield Tract (NE Legacy & DNT) - 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 (Hollifield Tract (NE Legacy & DNT) - 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 (Hollifield Tract (NE Legacy & DNT) - 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 (Hollifield Tract (NE Legacy & DNT) - 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 (Hollifield Tract (NE Legacy & DNT) - C-3 Expedited Annexation)

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:	October 11, 2022
Re:	Hollifield Tract (NE Legacy & DNT) - Zoning

Action Requested:

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)

Background Information:

This item is for the zoning of 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. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:

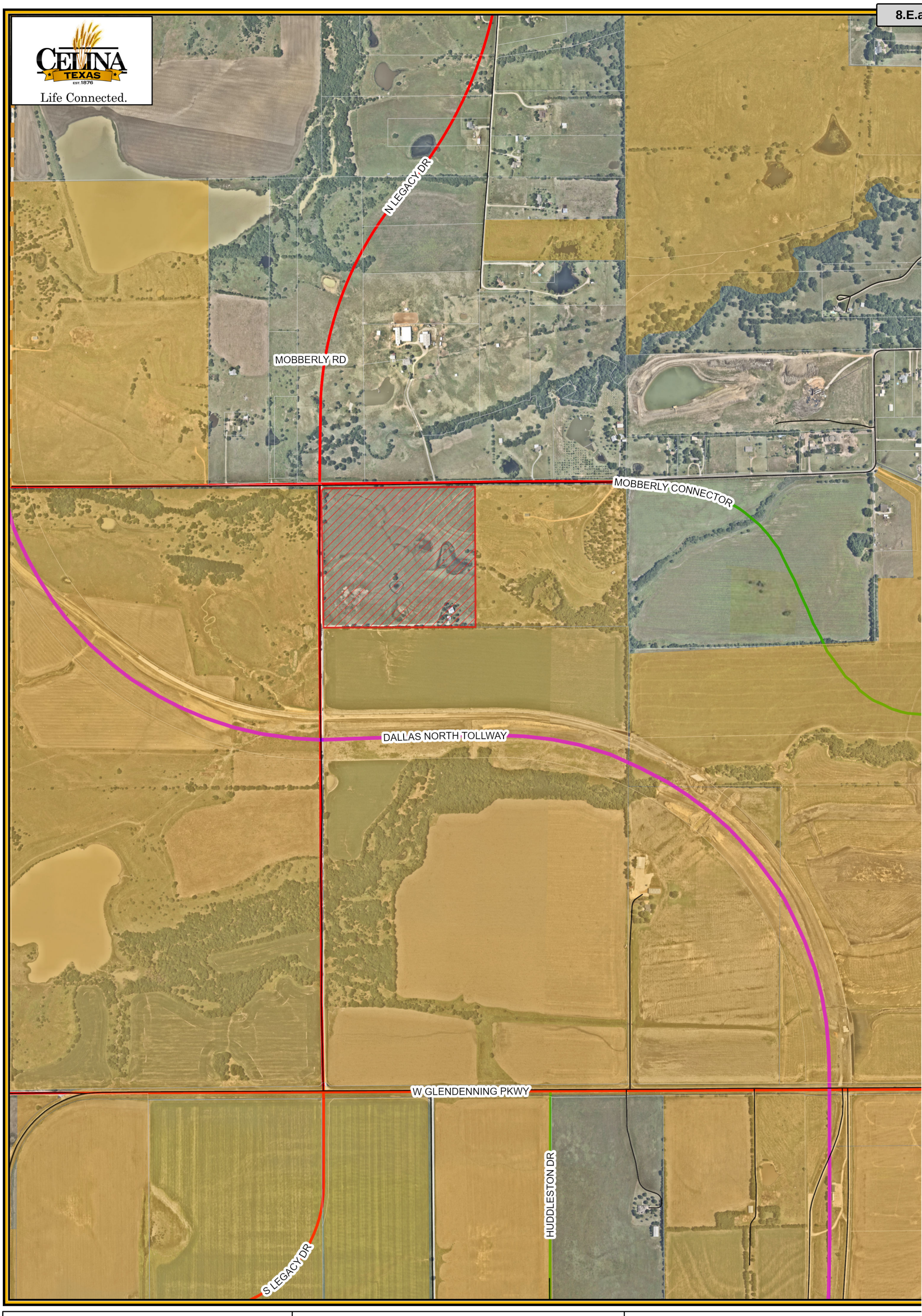
- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Hollifield
Location Map
City of Celina

8/30/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Hollifield Tract (NE Legacy & DNT) - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
HOLLIFIELD 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 38 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 168, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF FUTURE LEGACY DRIVE AND FUTURE MOBBERLY ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); 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 (Hollifield Tract (NE Legacy & DNT) - 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 the Dallas North Tollway Overlay District (DNTO).

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 the Dallas North Tollway Overlay District (DNTO) 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 (Hollifield Tract (NE Legacy & DNT) - 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 (Hollifield Tract (NE Legacy & DNT) - Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of October, 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 (Hollifield Tract (NE Legacy & DNT) - Zoning)

Exhibit A
Legal Description

TRACT 1:

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, same being a tract of land conveyed to Michael C. Hollifield and wife, Deborah Baker Hollifield, husband and wife, by deed recorded in Instrument Number 2004-0093339, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pipe found for corner, said corner being the Northwest corner of that tract of land conveyed to Texas Republic Realty, Ltd., a Texas Limited Partnership, by deed recorded in Instrument Number 20160610000726690, Official Public Records of Collin County, Texas, and lying on the East line of County Road 54 (30 foot right-of-way);

THENCE North 00 degrees 15 minutes 09 seconds West, along the said East line of County Road 54, a distance of 1237.96 feet to a point for corner, said corner being the intersection of the East line of said County Road 54 and the South line of County Road 8 (public right-of-way), from which a 1/2 inch iron rod found bears North 43 degrees 16 minutes 57 seconds West a distance of 22.33 feet for witness;

THENCE North 89 degrees 40 minutes 30 seconds East, along the said South line of County Road 8, a distance of 1323.88 feet to a point for corner, said corner being the Northwest corner of a tract of land conveyed to Old Celina, Ltd., a Texas Limited partnership, by deed recorded in Instrument Number 20210506000919910, Official Public Records of Collin County, Texas, from which a fence post found bears on-line in a Southerly direction a distance of 6.00 feet for witness;

THENCE South 00 degrees 16 minutes 27 seconds East, along the West line of said Old Celina Ltd. tract, a distance of 1236.90 feet to a 3/8 inch iron rod found for corner, said corner being the Southwest corner of said Old Celina Ltd. tract, and lying on the North line of said Texas Republic Realty, Ltd. tract;

THENCE South 89 degrees 37 minutes 45 seconds West, along the North line of said Texas Republic Realty, Ltd. tract, a distance of 1324.35 feet to the POINT OF BEGINNING and containing 1,638,497 square feet or 37.61 acres of land.

TRACT 2: PROPOSED UTILITY EASEMENT

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 168, Collin County, Texas, same being a portion of a tract of land conveyed to Michael C. Hollifield and wife, Deborah Baker Hollifield, husband and wife, by deed recorded in Instrument Number 2004-0093339, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pipe found for corner, said corner being the Northwest corner of that tract of land conveyed to Texas Republic Realty, Ltd., a Texas Limited Partnership, by deed recorded in Instrument Number 20160610000726690, Official Public Records of Collin County, Texas, and lying on the East line of County Road 54 (30 foot right-of-way);

THENCE North 00 degrees 15 minutes 09 seconds West, along the said East line of County Road 54, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 45 seconds East, a distance of 1095.91 feet to a point for corner;

THENCE North 00 degrees 49 minutes 31 seconds East, a distance of 40.32 feet to a point for corner;

THENCE North 09 degrees 21 minutes 21 seconds East, a distance of 56.18 feet to a point for corner;

THENCE North 67 degrees 33 minutes 42 seconds East, a distance of 35.30 feet to a point for corner;

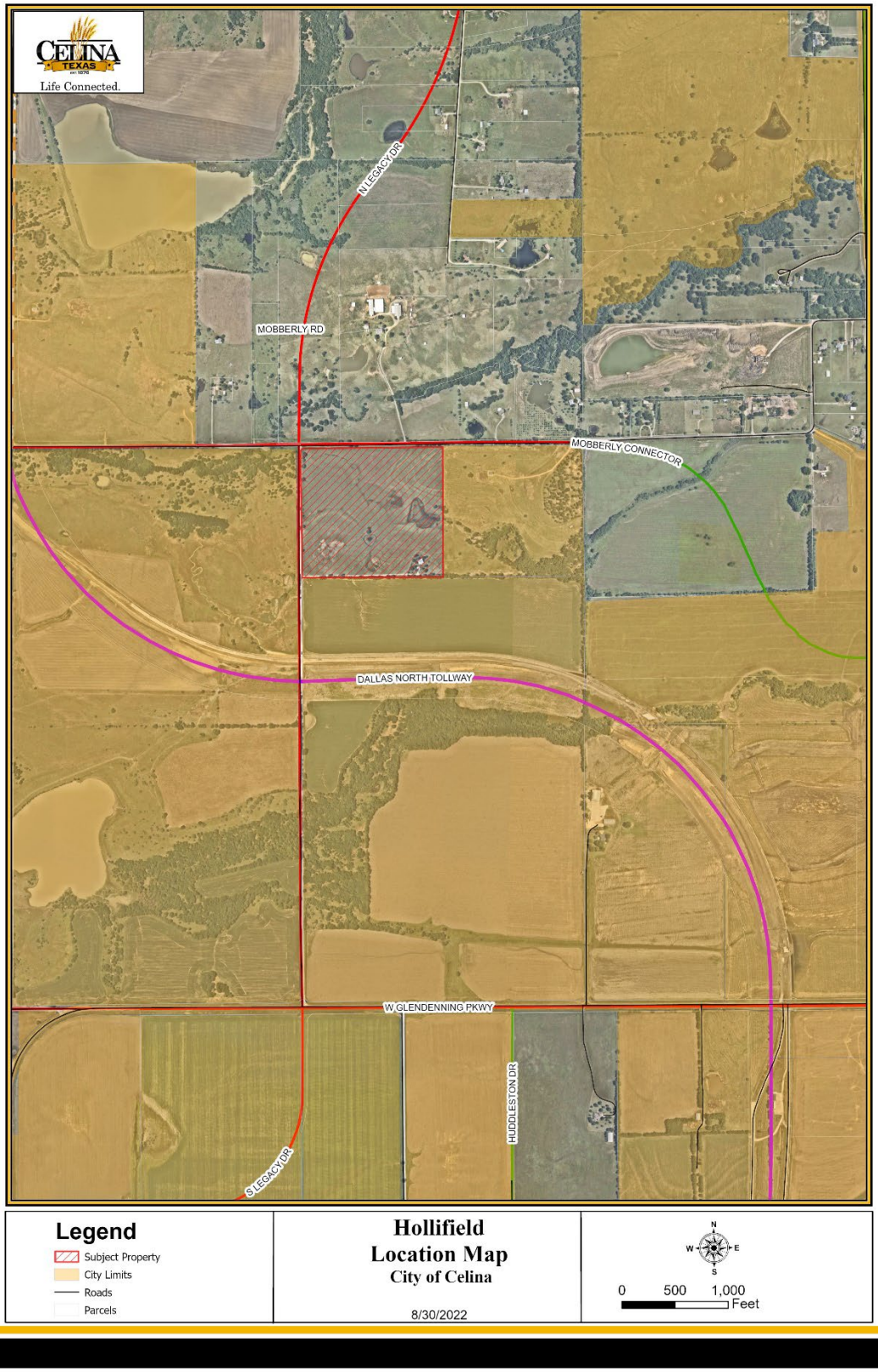
THENCE South 09 degrees 21 minutes 21 seconds West, a distance of 72.40 feet to a point for corner;

THENCE South 00 degrees 49 minutes 31 seconds West, a distance of 52.46 feet to a point for corner, said corner lying on the North line of said Texas Republic Realty, Ltd. tract;

THENCE South 89 degrees 37 minutes 45 seconds West, along the said North line of Texas Republic Realty, Ltd. tract, a distance of 1125.64 feet to the POINT OF BEGINNING and containing 19,984 square feet or 0.46 acres of land.

Attachment: Draft Ordinance (Hollifield Tract (NE Legacy & DNT) - Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Hollifield Tract (NE Legacy & DNT) - Zoning)

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:	October 11, 2022
Re:	My Swim Buddy - Rezoning

Action Requested:
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)

Applicant:
Manhard Consulting
8400 Belleview Drive, Suite 240,
Plano, TX 75024

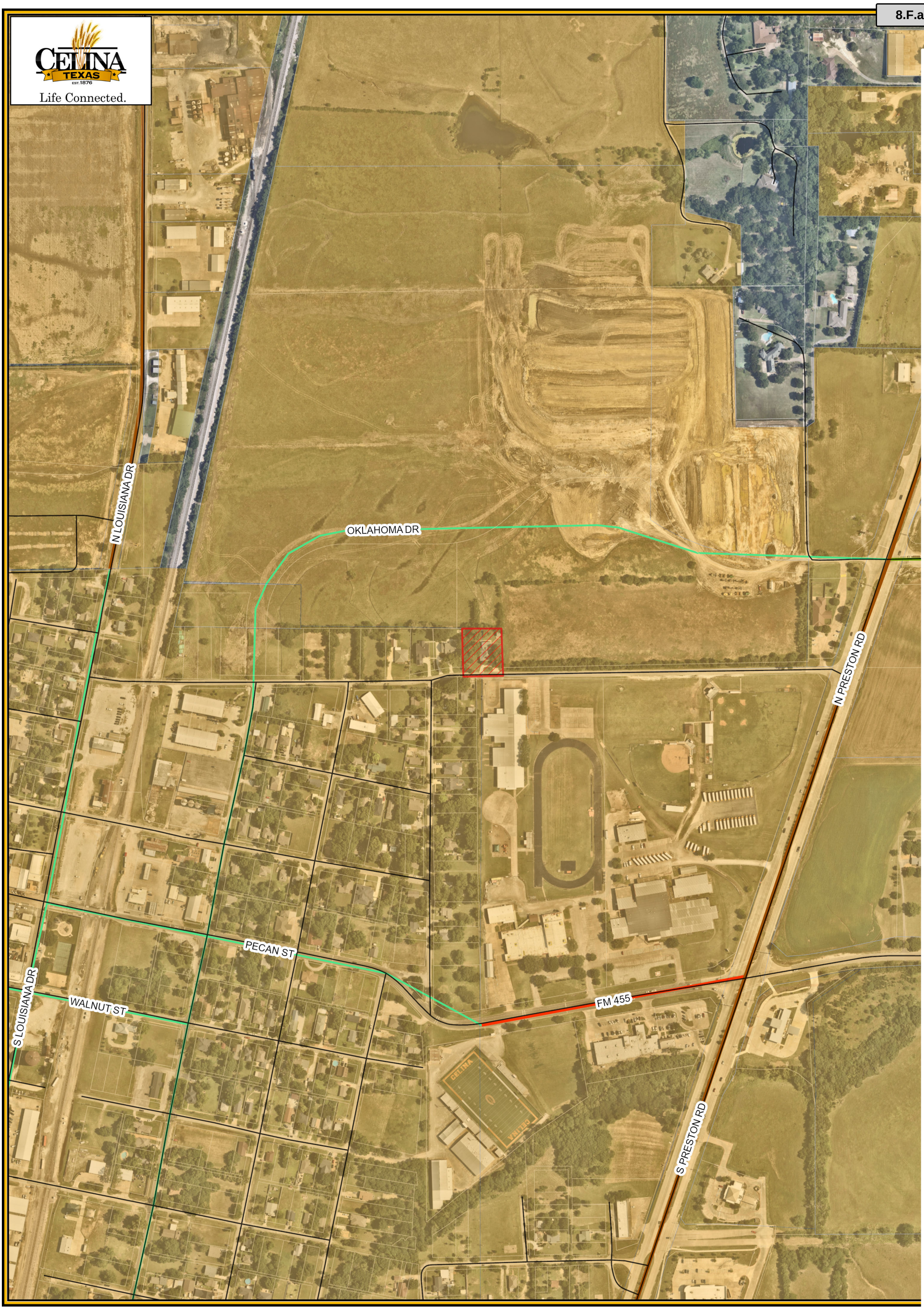
Background Information:
This item is for the rezoning of approximately one acre to the Downtown Code, Preston Streams District (DTC). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Applicant Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

My Swim Buddy Location Map

City of Celina

8/30/2022

N W E S

0 330 660 Feet

Attachment: Location Map (My Swim Buddy - Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
MY SWIM BUDDY - 510 EAST MALONE STREET

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 0.7 ACRE LOCATED IN THE COLLIN COUNTY LAND SCHOOL SURVEY, ABSTRACT NO. 170, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF MALONE STREET AND APPROXIMATELY 150 FEET EAST OF TEXAS DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE REZONED FROM OLD TOWN RESIDENTIAL DISTRICT (OT-R), TO DOWNTOWN CODE, PRESTON STREAMS DISTRICT (DTC), 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

Attachment: Draft Ordinance (My Swim Buddy - Rezoning)

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 Downtown Code, Preston Streams District (DTC).

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 Downtown Code, Preston Streams District (DTC).

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 (My Swim Buddy - Rezoning)

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 (My Swim Buddy - Rezoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of October, 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 (My Swim Buddy - Rezoning)

Exhibit A
Legal Description

Being all that certain lot, tract or parcel of land situated in the Collin County Land School Survey, Abstract No. 170, Collin County, Texas and being the same land described in deed to Juan M. Carrion and Patricia Carrion, recorded in Instrument No. 20130117000073020, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at "PK" nail set for corner in Malone Street, at the Southeast corner of a tract of land described in deed to Daniel Carrion, recorded in Instrument No. 20130408000470260 (D.R.C.C.T.) and at the Southwest corner of said Carrion tract (20130117000073020);

THENCE North 02 degrees 02 minutes 50 seconds West, a distance of 190.02 feet to a 1/2 inch yellow capped iron rod set for corner in the South line of a tract of land described in deed to LM Celina 115, LP, recorded in Volume 5403, Page 430 (D.R.C.C.T.), at the Northeast corner of said Carrion tract (20130408000470260);

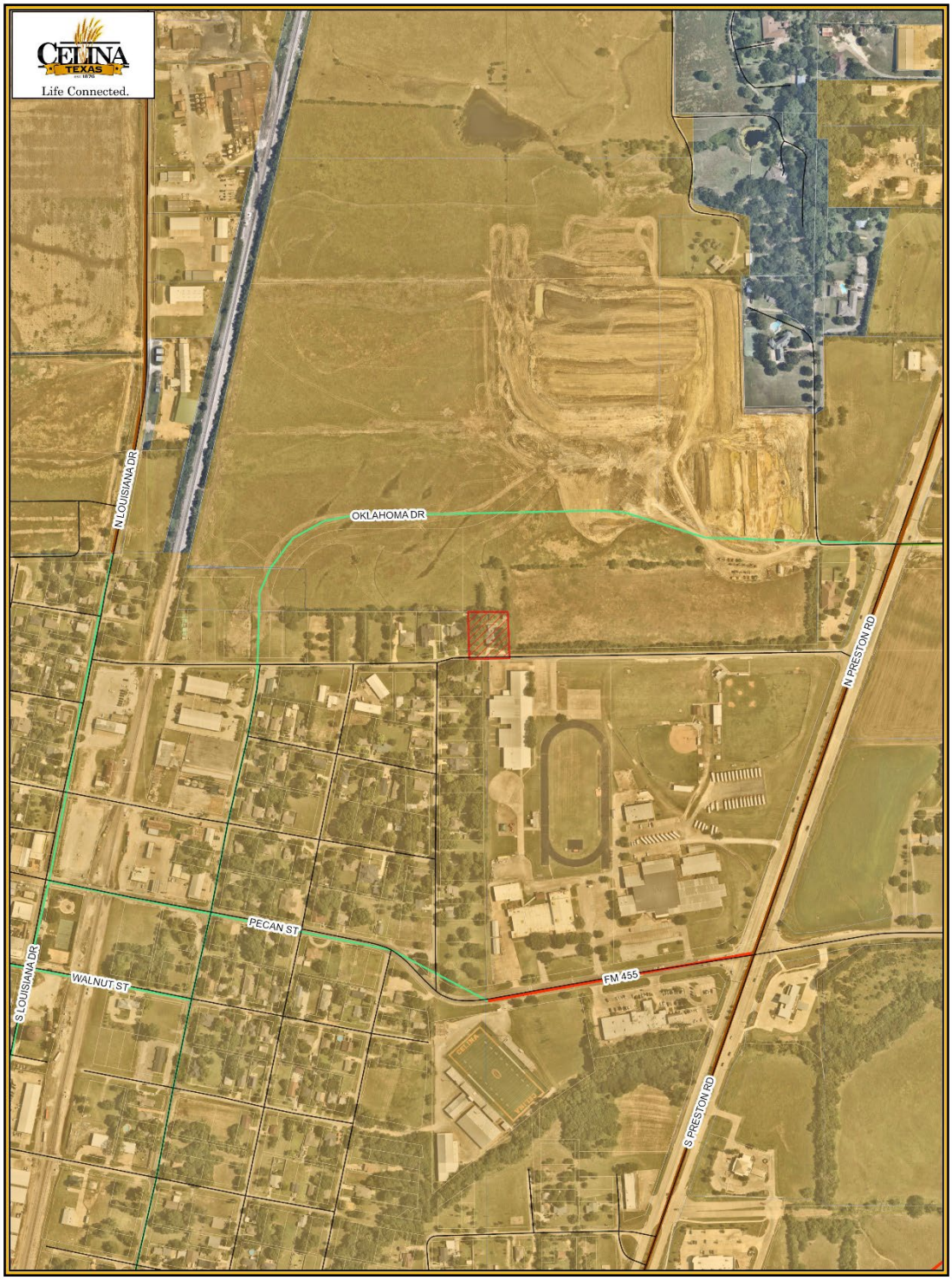
THENCE South 89 degrees 57 minutes 19 seconds East, a distance of 155.22 feet to a 1/2 inch iron rod found at an "ell" corner of said LM Celina tract;

THENCE South 02 degrees 02 minutes 50 seconds East, a distance of 187.03 feet to a "PK" nail found for corner in Malone Street, at the most Southerly Southwest corner of said LM Celina tract;

THENCE South 88 degrees 56 minutes 23 seconds West, with said Malone Street, a distance of 155.14 feet to the PLACE OF BEGINNING and containing 29,244 square feet or 0.67 of an acre of land.

Attachment: Draft Ordinance (My Swim Buddy - Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (My Swim Buddy - Rezoning)



Story & Vision

Tiffany Hoggard

Founder

Attachment: Applicant Presentation (My Swim Buddy -

My Swim Buddy Story

1. My Story
    - Collegiate & professional athlete touched by the life changing influence of coaches in my life.
    - School Teacher & Small Business Owner
2. “What would you do for free?” **The Innovation Secrets of Steve Jobs.**
    - I knew instantly it was teaching swimming.
    - 2011 - 2021 Mobile Swim School (Irvine, CA) Video: How we operated in CA.
    - 2021 - 2022 Residential Based Swim School in Celina
3. Dream of opening a coach/teacher driven high quality swim center that not only teaches water safety but also helps build stronger and more confident children.



My Swim Buddy has been working on ways we can support the Celina Community

- Partner with Celina Parks & Recreation for a Summer Water Safety Program
  - In discussion: 12 week summer program
- In discussion with Celina ISD superintendent Dr. Tom Maglisceau
  - Water Safety Program: Every 3rd grader will get 1 or 2 weeks
  - Practice facility: Grow Swim Team Members (currently 3)
  - SPEDS Program
- Public Programs
  - Learn to Swim: Infants - Adults
  - Early Competitive Training
  - Adult & Senior: Swim Training, Classes, and Memberships
  - Special Abilities Programing: Teachers with Adaptive Aquatics Certifications



Can we become the first Swim & Drowning Prevention Center in Celina?

- We would like to help change the following statistics:
  - Drowning cases on the rise in Collin County, across Texas
    - **Currently there is not adequate access to swim lessons to meet the needs of our community:**
      - **The nearest swim center, Prosper Swim School (PISD Natatorium) filled all openings (130 classes) in less than 5 min.**
  - In 10 states drowning surpasses all other causes of death to children age 14 and under. *Source: Department of Health & Human Services, Centers for Disease Control and Prevention
  - Drowning is the leading cause of accidental death among children under the age of five. (Source: national poll released by Harris Interactive and eSafetyAlert.com)



Attachment: Applicant Presentation (My Swim Buddy -

Part of the Neighborhood

- My Swim Buddy Swim Center @ 510 E Malone
  - **Blends with the current property**
    - Home is remaining as an office.
    - Buffer to other developments coming to the area
  - **Letters of recommendation from all 3 direct neighbors at 3311 Preston Hills Circle location**
    - Professional, organized, no traffic or noise disturbance.
  - **Communication with Malone st neighbors to our west:**
    - Noise concerns for hours before 8:30 am and after 4 pm.
      - Solution: Close garage doors of building during the requested times
    - Visual of building
      - Solution: Extend wood fence along length of build as requested
    - Access to pools for exercise
      - Solution: 10 year all paid family membership to the center.

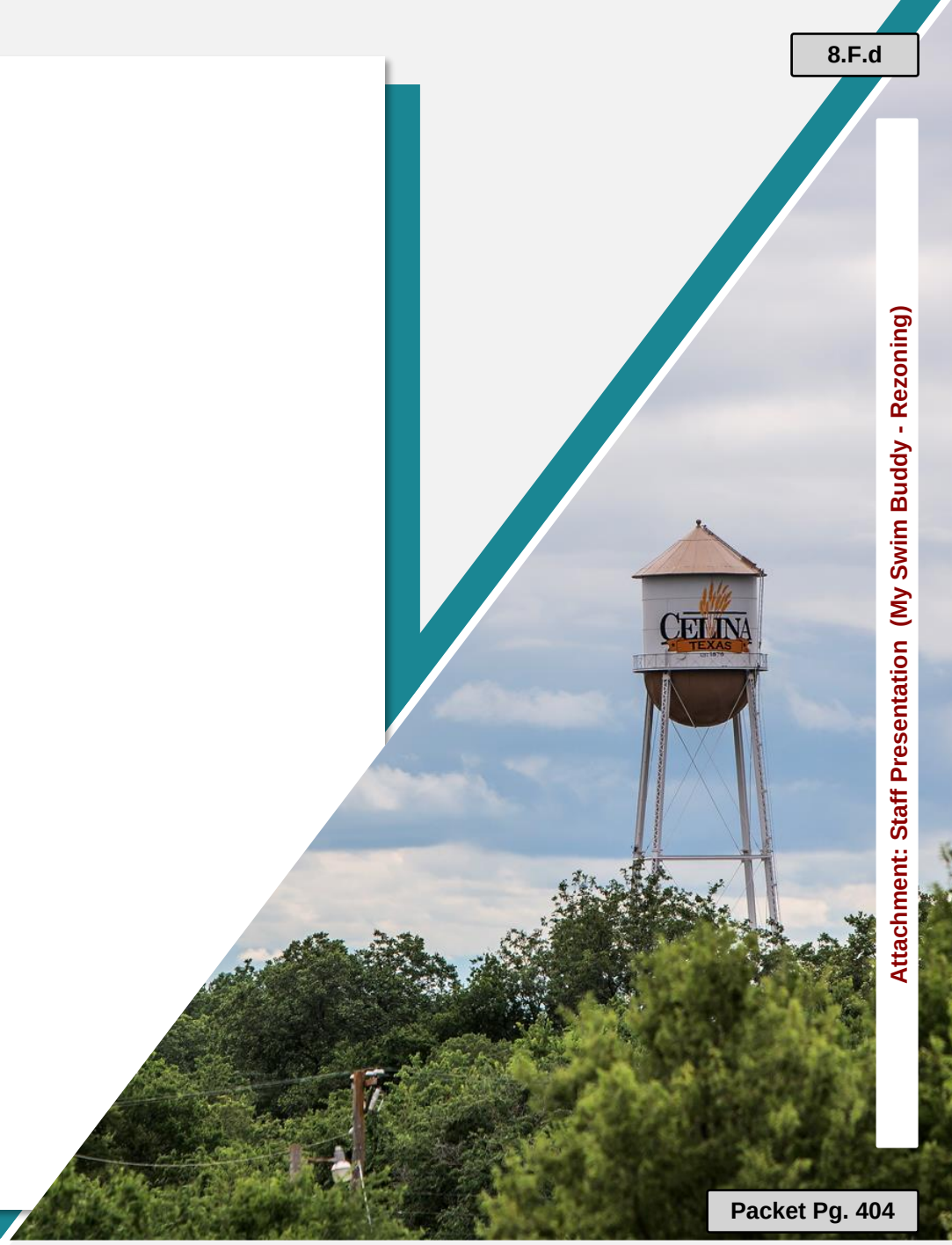


Attachment: Applicant Presentation (My Swim Buddy -

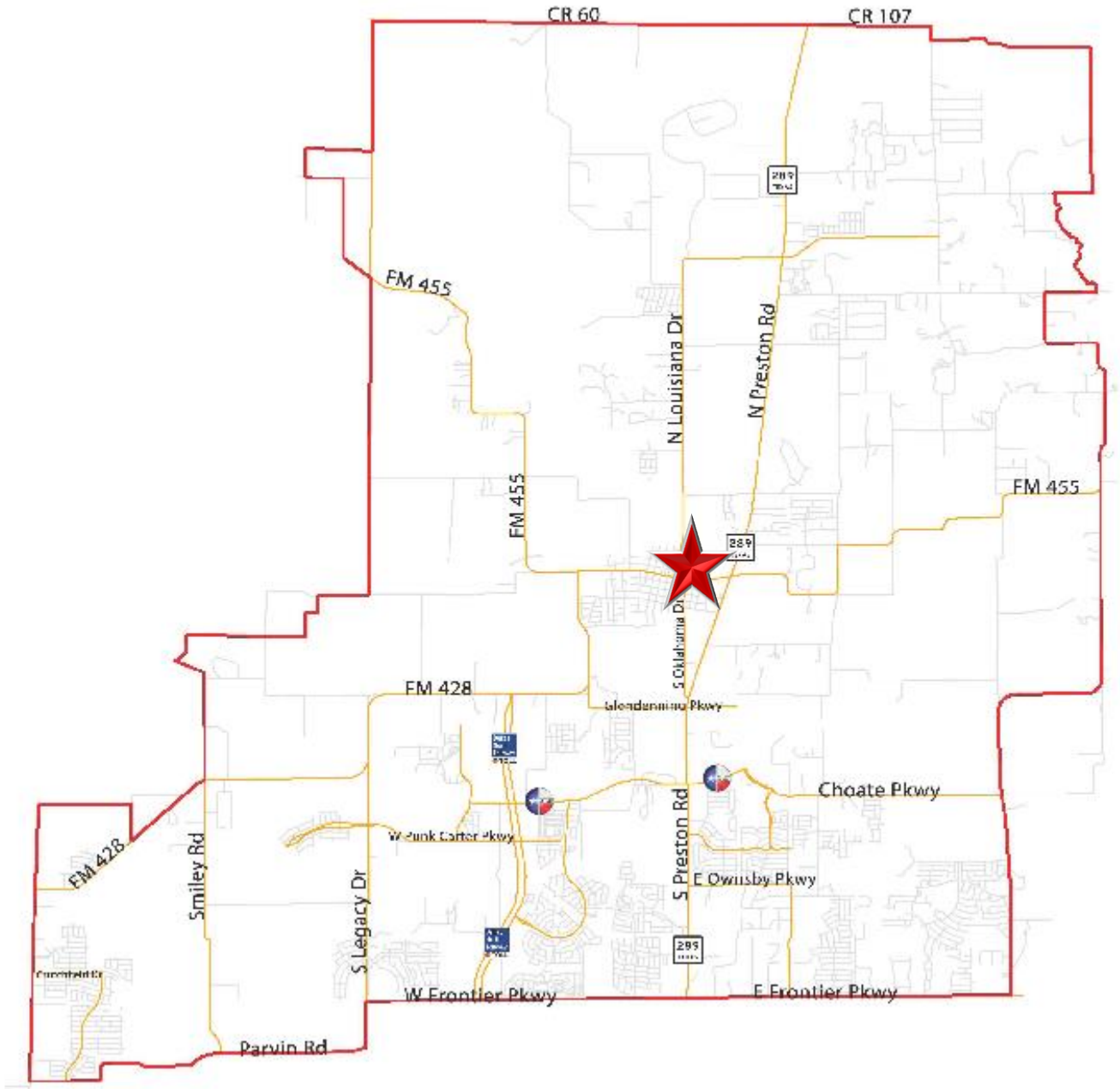
MY SWIM BUDDY

Rezoning

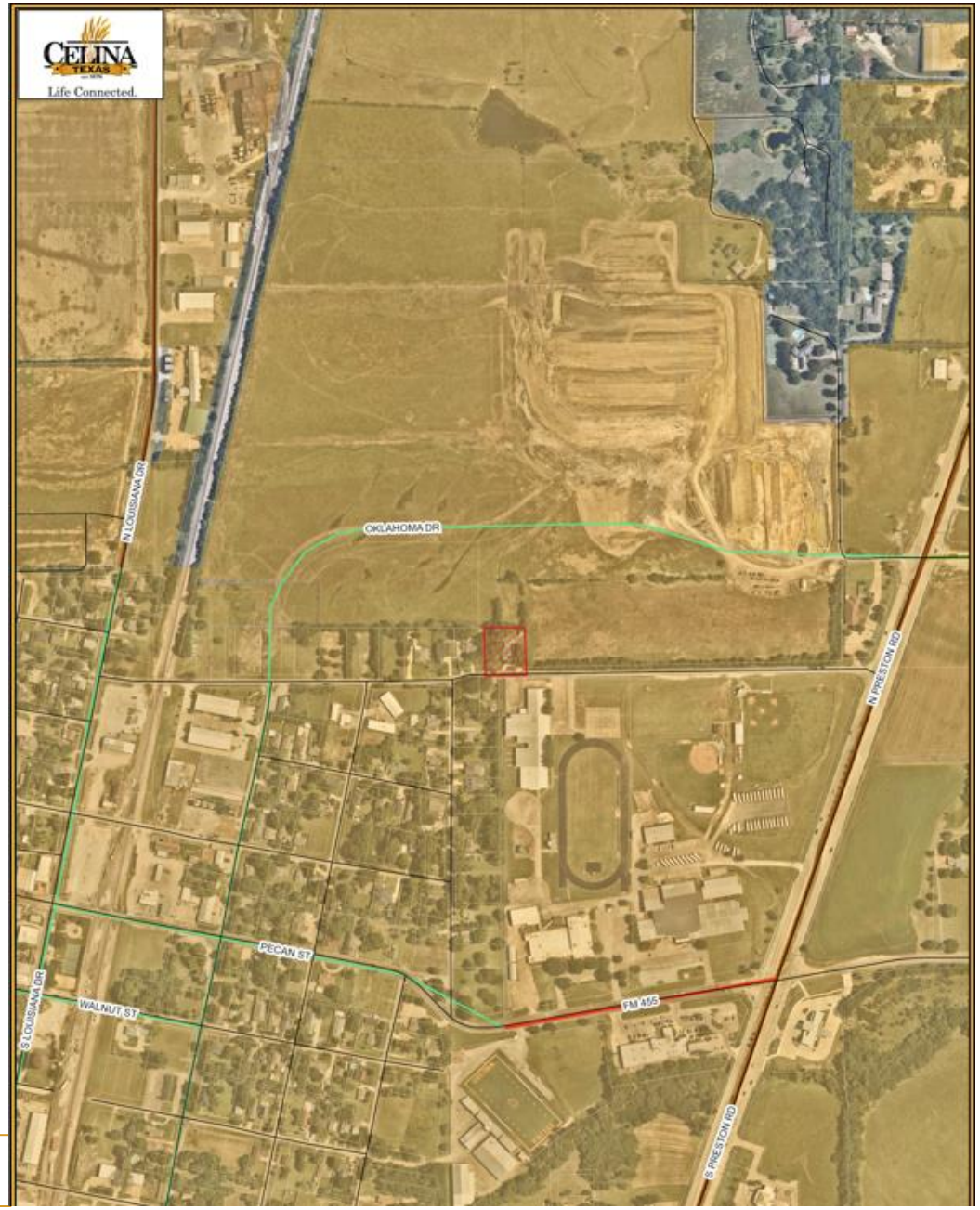
City Council
October 11, 2022



Attachment: Staff Presentation (My Swim Buddy - Rezoning)



Attachment: Staff Presentation (My Swim Buddy - Rezoning)



LOCATION MAP

The subject property is in downtown, generally located north of Malone Street and approximately 150 feet east of Texas Drive

Attachment: Staff Presentation (My Swim Buddy - Rezoning)

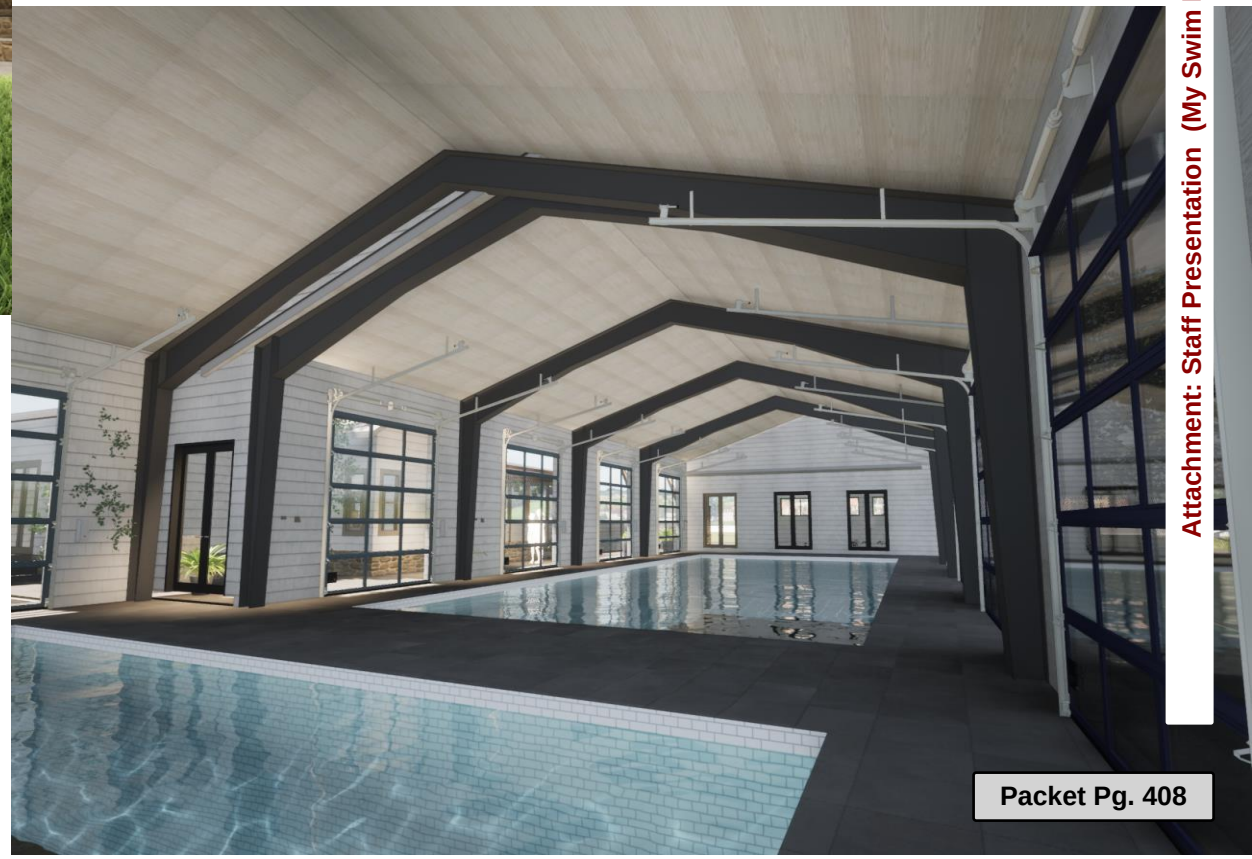
BACKGROUND

- The subject property is approximately 1 acre
- The subject property was zoned to Old Town Residential (OT-R) in 2006
- The OT-R District is obsolete and does not support non-residential land uses
- The applicant is proposing to rezone the property to Downtown Code, Preston Streams District (DTC) zoning

Attachment: Staff Presentation (My Swim Buddy - Rezoning)



CHARACTER IMAGES





FUTURE CONDITIONS:

- Uptown to the north is an urban mixed-use neighborhood with multi-family immediately adjacent to the subject property.

- CISD corner will redevelop as part of the Eastern Gateway as a mixed-use development.

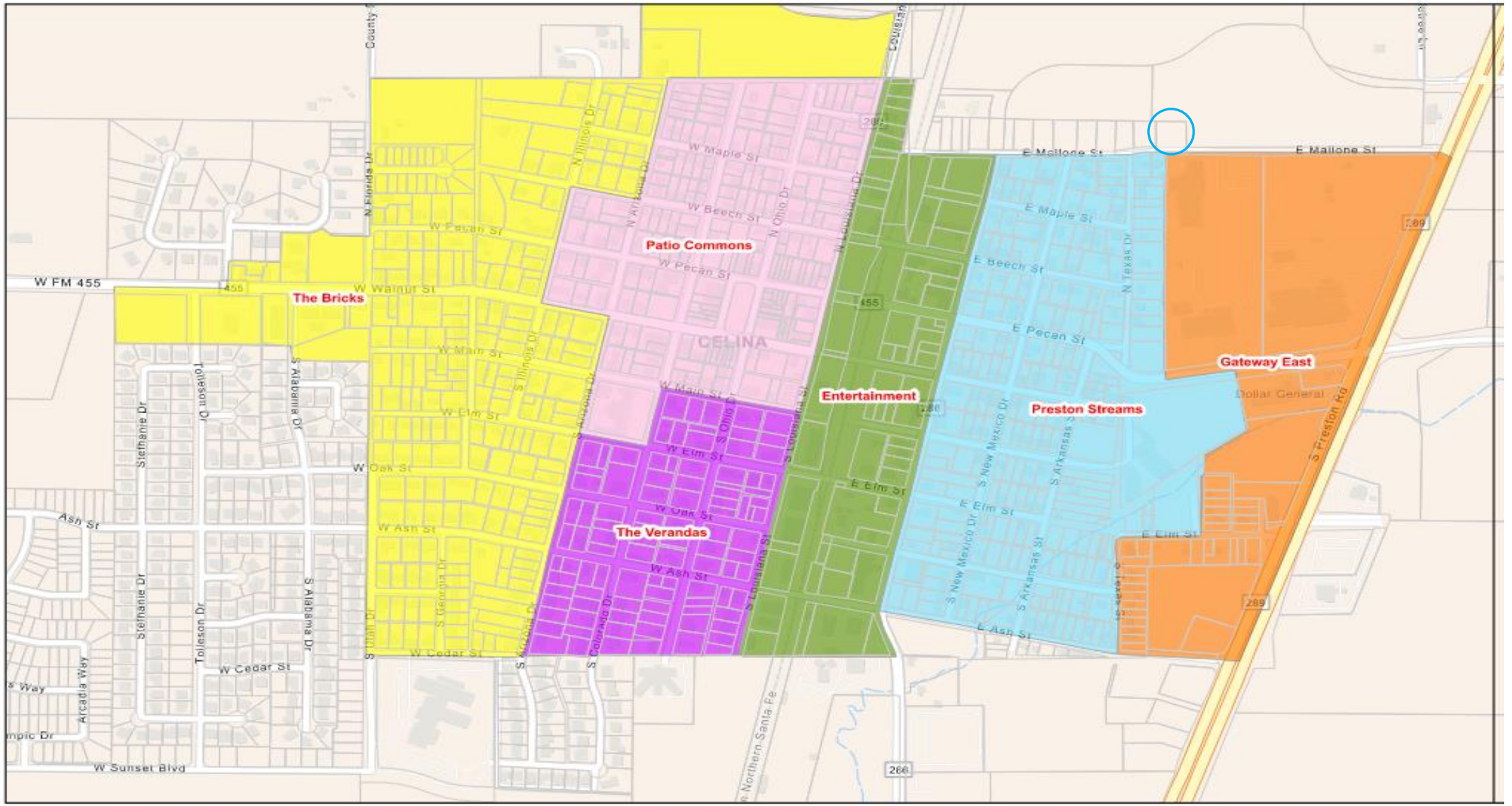
Attachment: Staff Presentation (My Swim Buddy - Rezoning)

FUTURE LAND USE PLAN





Attachment: Staff Presentation (My Swim Buddy - Rezoning)



Attachment: Staff Presentation (My Swim Buddy - Rezoning)

POLICY CONSIDERATIONS

- The Preston Streams District is an appropriate zoning district for properties located in this area of downtown, per the Downtown Code
- The Applicant's request (My Swim Buddy) meets both the vision and proposed zoning for downtown

Attachment: Staff Presentation (My Swim Buddy - Rezoning)

P&Z PUBLIC HEARING

- There were three speakers at the public hearing
- The Applicant provided a short presentation to the Commission
- The western neighbors opposed the rezoning voicing concerns about noise, tree removal, and screening
- The Planning & Zoning Commission approved the item with a vote of 5-1 (with Commissioner Grumbles being the dissenting vote) with the following commentary:
  - No roll up doors on the west side of the building
  - Observe and follow the screening standards of the City
  - To preserve trees on site where possible

Attachment: Staff Presentation (My Swim Buddy - Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the item with a vote of 5-1 (with Commissioner Grumbles being the dissenting vote) at its regular September meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (My Swim Buddy - Rezoning)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, City Secretary
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	Board of Adjustments Appointments

Action Requested:

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

Background Information:

In June of 2022, applications to serve on various City boards and commissions were opened to Celina residents. The Board of Adjustments did not receive a sufficient amount of applicants to fill the vacant positions. Per City Council's direction, applications to serve on the Board of Adjustments were reopened and eight applications were received for consideration.

Staff Recommendation:

BOARD OF ADJUSTMENTS APPLICANTS

First Name	Last Name	STATEMENT OF INTEREST (Why I wish to serve on the Board/Commission)	Please indicate any business or personal experience applicable to the board/commission you are applying for:	Are you a current board/commission member? If so, which one do you currently serve?
John	Haynes	I have 2 children, a 6 month old and a 2 year old. I will be raising them in Celina and want to make sure I can do everything I can to make sure they grow up in the best city possible. I am a home builder in Celina and love making the community better every day.	8 years of construction/electrical experience. I am currently a home builder and I am up to date on all current residential codes.	No
LaMeika	Smith	Celina is still new and moldable, there are numerous cultures and opportunities presenting themselves to mold the city into something fitting for all.	Former Frisco Soccer Association Board Member	No
Peggy	Lee	Iâ€™m interested in giving my time and skillset to the Celina Community. I love it here and care about being involved. Kids are grown and I have the time.	Career Naval Officers wife and public school teacher involved with serving the communities we lived in during active duty service.	N/A currently attending citizens Govt academy.
Shari	Jones	I've been a member of Collin county for over 15 years and a citizen of Celina since 2019. I'm interested in being an active member of my community by participating on the Board of Adjustments. I think my diverse experience and interest in the continued growth of Celina would make me a great addition to the board. I am committed to helping Celina to continue to be one of the best cities live.	I have experience in project management, reviewing applications, documenting processes, problem solving, and working with small businesses. I'm a great team player, passionate about serving my community, and interested in continued growth.	No
Reid	Leslie	I have seen our city's growth since moving here in 2004 and want it to continue this growth in an orderly and prudent fashion.	For many years I was a facility maintenance manager at a large IBM facility in Indiana and Maryland. I understand the need for procedures and processes.	I have served on this board since 09/2018 and am very interested in continuing my service.
Brandi	Vironda	My husband and I moved to Celina in June after having grownup in the North Texas area. When we were looking to build a new home, we had a choice of where we wanted to live in the area and this town stood out to us. Iâ€™ve seen it grow over the decades, and I believe that this city is handling the exponential growth that DFW is seeing in better ways than other towns are. I am excited about what Celina is doing as far as growth, businesses, and the type of community that is being built here (e.g., the downtown revitalization/revamp). I would like to lend my experience and expertise to help Celina keep growing.	I have a Master of Public Administration and PhD in Public Administration from the University of North Texas. I have spent nine years working in the federal government â€“ my most recent position as a statistician for the Federal Emergency Management Agency (FEMA). Prior to, and during my tenure with FEMA, I have taught university classes in Public Accounting/Finance, Leadership in Public Organizations, Emergency Management, and Response & Recovery to Disasters. I have extensive experience working with local governments in my current job, as well as having worked in local government prior to my graduate school coursework that I believe would be beneficial to the Board of Adjustments.	No
Kelly	Thompson*	I would like to serve on the Board of Adjustment as I have an interest in seeing Celina reach itâ€™s full potential as a diverse and community oriented city. I have participated in the Citizens Police Academy, the Citizens Fire Academy and am currently participating in the Citizens Governement Academy. I also currently work PT as a Site Coordinator for Parks and Recs. In the last 2 years, I have gained an extensive knowledge of Celina coupled with my sales and use tax compliance background and previous board experience in Ohio, I believe this is the next level to serve the city I call home. Aesthetics are very important to the proper long term growth of a community.	I have severed on a similar board for an HOA and understand the sensitivity that must occur with such a position.	No *note: Kelly is a P/T employee of the City
Christian	Rivera-PÃ©rez	During my younger years I serve in different nonprofit organization in different capacities. Now, as a parent if 3, I wish to serve my community and use my background to improve my community.	I hold a Master in Political Science and Community Development from Illinois State University.	No.

Attachment: BOA applicants_second round (Board of Adjustments Appointments)

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:	October 11, 2022
Re:	SGR Organizational Assessment

Action Requested:
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)

Background Information:
Over the past five years, the City of Celina has experienced exponential growth. Respectively, the demand for City services has led to City staff totals more than doubling. The maintenance of excellent service during such a time is imperative and measures should be in place to ensure there is a sustainable organizational structure.

Strategic Government Resources (SGR) is a recognized thought leader in local government management and is actively engaged in local government operations, issues and Best Management Practices. SGR has the distinctive ability to provide a personalized and comprehensive organizational assessment to meet the City's needs. The team members that will be assigned to this project are seasoned professionals with the training, education, and experience necessary to conduct a thorough assessment and provide leadership with valuable findings and recommendations that are aligned with industry best practices.

This Organizational Assessment is not to exceed $35,000. This amount includes 15 onsite meeting hours for staff evaluations, recommendations, and presentations to City Council. An additional 3 virtual meeting hours are included in the estimated total for a pre-assessment overview, summaries, and recommendations.

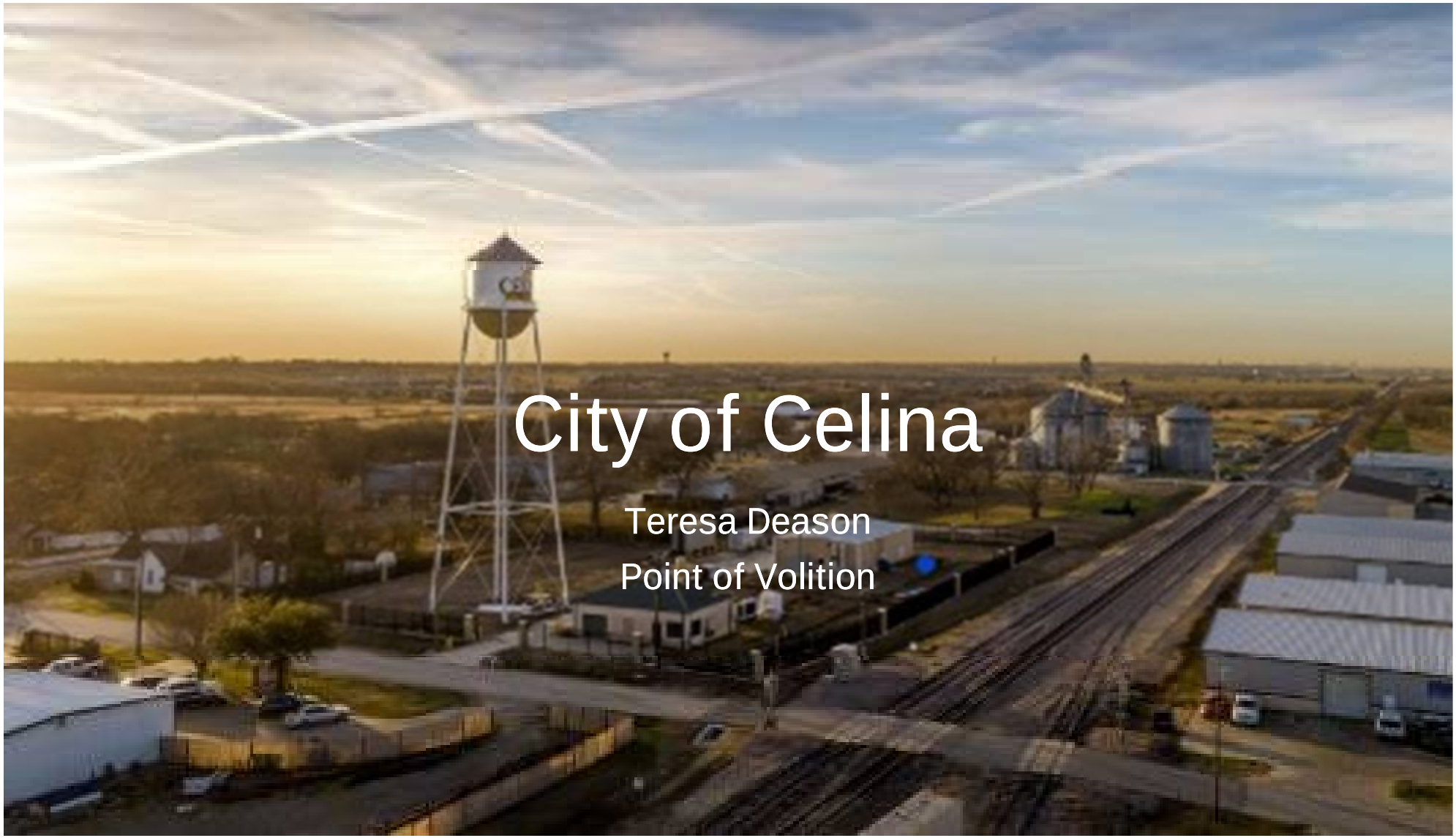
Please see the breakdown below:

Professional Service Fee:	$26,000
Additional onsite meetings: ($250/hr) x 15 hrs =	$3,750
Additional virtual meetings: ($150/hr) x 3 hrs =	$450
Estimated expense for travel and printed materials:	$4,800
Total:	$35,000

Financial Considerations:
Professional Services Fee: $26,000
Travel Expenses and printed materials: $4,800
Additional onsite meetings: $250/hr
Additional virtual meetings: $150/hr

Supporting Documents:
Organizational Assessment Proposal
SGR Presentation

Staff Recommendation:
Staff recommends for approval.



Attachment: SGR Proposal (SGR Organizational Assessment)



Introduction – Teresa Deason

- Owner & founder of Lean Synergy & Solutions and Point of Volition
- Strategic Partner of SGR – Strategic Government Resources
- 35 years of experience in Lean Management, Marketing, Facilitation, Training & Quality Improvement
- Pioneered the use of Continuous Improvement Principles in Healthcare
- Author, Servant Leadership: Transforming Healthcare from the Inside, Out
- Co-author, Leading the Lean Healthcare Journey
- Created the LSS Daily Management System (Deason DMS™, LSS DMS™)

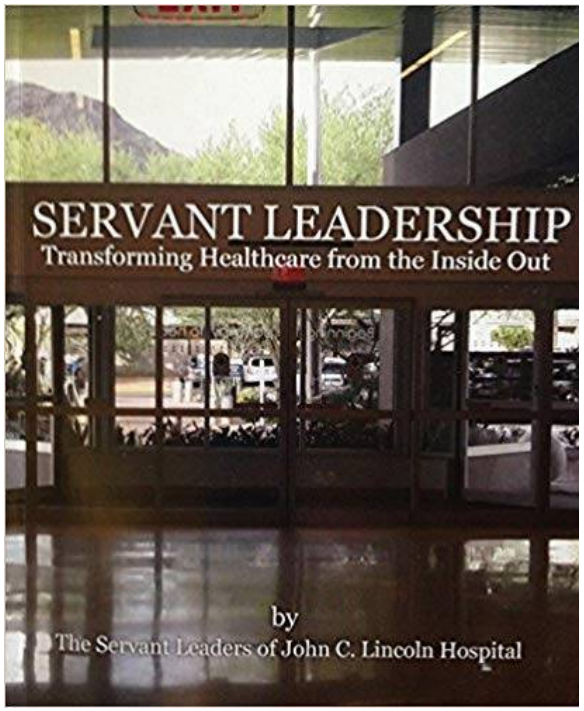
www.leansynergyandsolutions.com | teresa@pointofvolition.com | 206-660-1171

A Success Story

Servant Leadership: Transforming Healthcare from the Inside Out

Excerpt from their story of transformation:

- At John C. Lincoln North Mountain Hospital, the task of ***transforming all 1,600 employees and volunteers*** was by no means small. As one radiology technician pointed out, "People have tried these things before but they didn't really implement them. Maggi had us reinforce the change every day. At first it felt like a lot of work, but then ***it became the way things were done and little by little work became much more enjoyable"***



Results achieved:

- Staff satisfaction moved to the 90th percentile
- Throughput results improved by 30-50%
- Patient satisfaction moved to the 90th percentile
- Achieved exemplar status as part of their Magnet Designation for their DMS ACT Teams & ACT ideas
- Worked Hours per Patient Day improved by 60%

Our Mission, Vision, and Values

Mission

We guide businesses to succeed by accelerating the rate of change within the organization on behalf of their customers and the communities they serve. As we grow our business, we will establish ourselves as leaders in providing high quality consulting services and affordable programs. By developing innovative approaches that leverage the client's internal resources as well as other local resources, we provide superior value to our clients.

Vision

Consultants *come & go*, teachers and coaches leave a *legacy*. The client organizations we serve, recognize us as key in ensuring their lasting success. Our work environment facilitates personal growth while building a network of meaningful and collaborative partnerships.

Values

Hire and develop great people - allow for individual self development while mastering quality skills

Do what is best for our clients - listen and care for them beyond their expectations

Pursue excellence in all that we do - it makes clients happy and gives real meaning to life

Keep it simple - practice what we teach, focus on results and minimize administrative processes

Be cost-effective - spend wisely to achieve our goals and values

Be humble - it helps keep an open mind, caring attitude and respect for others

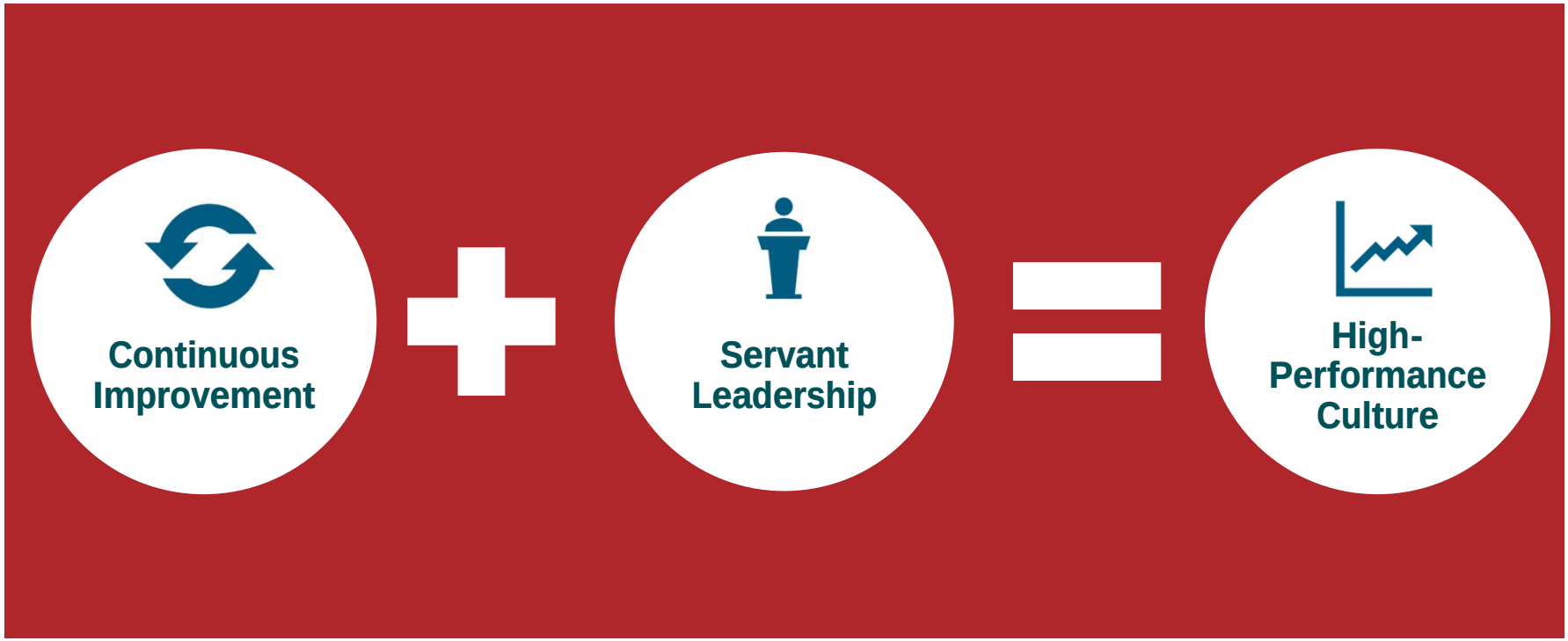
Employ good judgment - doing what's 'right' when no one is looking makes empowerment work

Under promise, over deliver - it builds precious credibility

Consider the future - with an eye on the customer. Be flexible and open to new ideas and continuous improvement

Teamwork - show respect at all times for the people & communities we work with because together we achieve more

The High-Performance Equation



www.leansynergyandsolutions.com | teresa@pointofvolition.com | 206-660-1171

Celina Engagement

The City of Celina Texas has an aggressive economic development plan.

The purpose of this engagement is strategically partner with executive leadership and the city council to assess the current state of operations to achieve strategic goals & meet community requirements.

This includes key performance measures, timely service, efficient use of resources and creating a great work environment.

Understanding the “Current State”

The LSS approach is to assess the current state by:

- Listening to the “voice of”
  - The Community
  - The Staff
  - Leadership
- Analyzing the data
  - Without reliable data, I’m just another person with an opinion
  - Let the data tell the story
- Reporting on the current ‘reality’

Celina Approach

Phase 1

1. Interviews with the executive leadership team to introduce the assessment process and complete a “voice of leadership” interview*.
2. Conduct an assessment in each identified department** which will include:
3. Conduct an assessment report-out with the executive leadership team. The report-out will include:
    - Summary of findings by division.
        - Common themes from ‘voice of’ interviews
        - Opportunities for growth
        - Opportunities for process efficiency
        - Review of performance data
    - Summary of recommendations by division and for overall City of Celina
4. Alignment session with the City Council

Phase 1 Focus

* Priority divisions:
  - Strategic Services
  - Development Services
  - Public Services
  - Internal Services

**Target departments:
  - Strategic Services
  - Parks
  - Finance
  - Public works
  - Marketing
  - Community Service

Post Assessment Options
(not included in current proposal)

1. In depth assessment of targeted departments based on the phase 1 assessment.
2. Post assessment Strategy Planning Session
   - Visioning for the future
   - Establish Goals, Objectives & Strategies (Pillars of success: Quality, Cost, Delivery, Safety & Engagement)
   - Action plans with milestone & measures
3. Continuous improvement methodology for implementation of action plans.

Likes & Please Considers



PROPOSAL FOR CONSULTING SERVICES

Organizational Assessment
Celina, Texas

August 26, 2022
This proposal is valid for 60 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

Wendle Medford, President of Interim,
Consulting, & Embedded Services
WendleMedford@GovernmentResource.com

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

August 26, 2022

Mayor Sean Terry
City of Celina, Texas

Dear Mayor Terry:

Thank you for the opportunity to submit this proposal to assist the City of Celina with an Organizational Assessment of your organization.

SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues and Best Management Practices. SGR has the distinctive ability to provide a personalized and comprehensive Organizational Assessment to meet your needs. Our team members that will be assigned to this project are seasoned professionals with the training, education, and experience necessary to conduct a thorough assessment and provide you with valuable findings and recommendations that are aligned with industry best practices.

Our relationships with each of our clients is unique. We are invested in your organization and committed to providing recommendations that fit your organizational goals and values. We are also available to assist you along the way with implementation and evaluation, if desired by the City.

We are excited about the prospect of conducting this Organizational Assessment for the City of Celina, and we are available to visit with you at your convenience.

Respectfully submitted,



Jennifer Fadden, Chief Operating Officer
JenniferFadden@governmentresource.com

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

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1 Company Profile and Unique Qualifications

2 Key Personnel

3 Project Methodology

4 Project Costs

5 References

6 List of Interim & Management Consulting Services Clients, Positions and Projects

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TAB 1

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Company Profile

Background

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 34 full-time employees, 2 part-time employees, 21 recruiters, 15 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Maryland, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

Interim Services and Consulting Team

- Jennifer Fadden, Chief Operating Officer
- Wendle Medford, President Interim, Consulting, and Embedded Services
- Breanne Jackson, Director, Interim Services & Consulting
- Leigh Corson, Director, Embedded & Team Member Services
- Lindy Bell, Interim and Consulting Specialist

For a full list of SGR team members, please visit: www.governmentresource.com/SGR_team.

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

SGR's Unique Qualifications

The Network

SGR maintains one of the most extensive networks of local government professionals in the nation. SGR has years of experience in local government and a national network of relationships. SGR team members are active on a national level, in both local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. Additionally, SGR's Servant Leadership e-newsletter reaches over 47,000 subscribers in all 50 states. SGR also frequently partners with local government associations including League of Women in Government and the Local Government Hispanic Network.

Accessibility

Your Organizational Assessment will be managed by Wendle Medford, President Interim, Consulting, and Embedded Services. Wendle is accessible at all times throughout the process and can be reached by cell phone or via email.

Superior Experience and Track Record

SGR has a reputation for excellence. Many of our clients have used our services for multiple projects and key positions, reflecting the high quality of our work and the long-term nature of our relationships.

Equal Opportunity Commitment

SGR strongly believes in equal opportunity. We believe that diversity/inclusion is a moral and ethical issue. SGR will not engage in discrimination based on race, color, religion, sex, or national origin as outlined under Title VII of the Civil Rights Act, or handicap as outlined in the Americans with Disabilities Act, or age as outlined by local, state, or federal statute. SGR will not enter in an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated.

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

TAB 2

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Project Personnel

Wendle Medford, President, Interim, Consulting and Embedded Services

Wendle Medford has more than 20 years of municipal leadership experience as a business partner and community visionary. His most recent post was as Assistant City Manager in Forney, Texas, where he also served a stint as acting city manager. Wendle holds BBA and MPA degrees and is a U.S. Air Force veteran, having earned the Distinguished Graduate designation. In addition, he is a Certified Public Manager and a Certified Government Chief Information Officer. He is also a graduate of Leadership North Texas.

Medford has served on various leadership development, total quality management (TQM) and customer service advisory teams during both military and civilian careers. He is a former Remington College advisory board member and served as a member of the Dallas Interface Technology Advisory Council.

Wendle has experience in directing and supervising business operations for the City of Forney, developing and implementing technological advancements for the cities of Murphy, Hurst, and Dallas and developing and facilitating training programs for the City of Dallas. He is a results-oriented leader with a unique combination of strong business acumen and technical expertise. He has a reputation for using a consultative, holistic approach toward the advancement of public services by applying advanced technology, providing transparency and refining business processes.

In his role with SGR, Wendle is responsible for the successful delivery of interim and embedded management services and consulting projects for our clients.

Breanne Jackson, Director, Interim Services and Consulting

Breanne Jackson serves SGR as Director of Interim Services and Consulting. She comes to SGR after working as a Government Affairs Liaison for the North Texas Tollway Authority. Prior to the NTTA, she worked as District Director and Campaign Finance Director for Texas State Senator Jane Nelson.

Breanne holds a Bachelor of Arts in International Studies and a Master of Public Administration from the University of North Texas.

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Teresa Deason, Partner – Point of Volition

Teresa has over 35 years of experience in lean management, project management, facilitation, training, and quality improvement.

Teresa is a skilled change agent & facilitator that builds energy within the organization by helping work teams focus on organization key performance goals while simultaneously building organization-wide capabilities and boosting team engagement. Her expertise includes implementation of management systems, project management, strategy deployment, value stream improvement, internal consultant development, executive & management coaching.

Knowledge and experience working in healthcare, information technology, call centers, and service industries.

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

WENDLE MEDFORD, MPA, CPM, CGCIO

Dallas/Ft. Worth, TX

CITY MANAGEMENT EXECUTIVE

A servant leader with a passion for connecting with community leaders, citizens and city employees to enhance services and resolve issues. Starting with a vision, pushes information out to citizens and collaborates in developing solutions. Uses disciplined methodology for achieving results and managing projects. Known for ability to lead the transformation of growing cities, incorporating 21st century technology to collect and analyze data, streamline workflow and improve processes. A handworker who leads by example with an approachable leadership style.

Innovative Strategies for Growth – City Transformation

STRATEGIC GOVERNMENT RESOURCES **2019 - present**

SGR exists to help local governments be more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, Authentic Leaders. Specialize in executive recruitment, interim management, live training, online training, leadership development, assessments, consulting, and various other services geared to promote innovation in local governments.

Senior Managing Director of Interim Services and Consulting
Reporting to the President of Executive Recruitment and Interim Services, the Senior Managing Director of Interim Services and Consulting is responsible for leading the interim management services division for administrative positions and the management consulting business line.

CITY OF FORNEY, TX **2017 – 2019**
Just east of Dallas, TX, the fastest growing community in Kaufman County with a population of 20,000. With a rapid increase in economic development to match the rise in population, business development projects, retail expansion and new school district facilities highlight the city's growth. Council-manager form of government. (www.cityofforney.org)

Instrumental in the initial phases of moving a rural community to a high-growth suburb with a focus on customer service, infrastructure planning and maintaining growth momentum

Assistant City Manager
Appointed as Interim City Manager *during September 2017 to August 2018 following resignation of City Manager while nationwide search was conducted.*

As Assistant City Manager, managed a budget of $17 million and oversaw 161 employees in multiple departments to ensure completion of goals and objectives established by the City Manager, compliance with operating and capital budgets and resolution of problems or conflicts in the organization. Responsibilities include overseeing department workflows, preparing activity reports and agenda material for the City Council, supervises key projects, participates in budget development and management, implements and manages outreach and publicity events and participates in long-range planning.

As Interim City Manager, directed all operations of the City of Forney, including department performance, policy implementation and operating / long-range plan development. Provided advice to Mayor and City Council.

Key Projects
Community & Economic Development
- Oversaw Forney's Downtown Enhancement Project
- Instrumental in increasing city's tax base by adding new commercial and residential development to 2,000-acre master plan mixed use development
- Implemented responsible growth management plan allowing the city to acquire undeveloped tracts of land and expand ETJ boundaries to allow for future growth
- Instrumental role in facilitating the addition of new single-family and multi-family development

Government Operations
- Received FEMA grant for Fire Department Air Packs
- Received FEMA Safer grant for partial salary and benefits for 6 additional fire fighters

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

- Implemented Internet safe exchange zone
- Implemented employee compensation plan resulting in competitive pay for general government employeesand public safety forces

CITY OF MURPHY, TX **2010 – 2017**

One of the fastest growing communities in North Texas with a population of 20,000. (www.murphytx.org)

Instrumental in transforming public service delivery by providing state-of-the-art technology Received the City Manager's Leadership & Excellence Award

Director of Innovation & Technology (2013 – 2017)
Director of Technology (2010 – 2017)
Reporting to the City Manager, responsible for budget of $1.5 million and oversaw a team of 8 employees in developing, securing, enhancing, maintaining and supporting infrastructure products and technical systemscitywide including GIS, water, wastewater, SCADA, payroll, public safety, fire and polity systems requiring 24/7/ support. Supported 911 call center technology and served as public spokesperson for any system failures. Also worked with all city departments' "innovation think tanks" in identifying opportunities to use technology to enhance city processes and public services.

Key Projects

Citywide

- Developed the city's 1st 5-year IT strategic plan
- Drafted the city's 1st public communications guide
- Construction Projects: Murphy Activity Center, Murphy Animal Shelter

Internal Technology-Driven Improvements

- Assisted with implementation of NEOGROV HR application
- Implemented the Cartegraph Operations Management System
- Replaced legacy physical access control and CCTV system
- Implemented wireless network infrastructure for city-wide wireless utility meter reading system
- Implemented video streaming solution to allow online broadcasting of city meetings
- Managed and architected joint fiber optic project with the Plano Independent School District
- Designed telecom, AV, video surveillance and physical access control system for all city campuses

CITY OF DALLAS, TX **2009 -2010**

9th largest city in the U.S. and 3rd largest in Texas with population of more than 1 million.

IT Analyst
Responsible for maintenance, support and repair of computer software/hardware and LAN systems. Focused on supporting the Dallas City Attorney's Office and the Dallas Community Courts.

CITY OF HURST, TX **1998 – 2008**

North Texas suburb with a population of 35,000 at that time. Early adopter of many management best practices. **Senior IS Analyst** (2002 – 2008) **| Network Specialist** (1999 – 2002) | **Network Technician** (1998 – 1999) Reporting directly to IS Director, responsible for development, implementation and management of technicalplans for the maintenance, up-grade and repair of 350 workstations throughout WAN serving 13 city campuses.

Served on several committees including Customer Service Advisory Team, Community Relations Committee, and Leadership & Succession Planning Task Force. Chaired Hurst United Way Campaign in 2003 – 2004.

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UNITED STATES AIR FORCE RESERVES, (Distinguished Graduate) **1997 – 2009**

EDUCATION & CERTIFICATIONS

Master of Public Administration (MPA), University of Texas at Arlington

BBA, LeTourneau University

Texas Certified Public Manager (CPM)

Certified Government Chief Information Officer (CGCIO)

Texas Credentialed Mediator

PROFESSIONAL AFFILIATIONS

International City Managers Association | Texas City Managers Association

Leadership North Texas, North Texas Commission

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Breanne Jackson, MPA

Dallas/Ft. Worth, TX

Experience

North Texas Tollway Authority - Plano, TX **August 2019 – November 2020**

Government Affairs Liaison

- Developed and maintained positive relationships with local and state government appointed and elected officials to promote policies that advanced NTTA's core objectives
- Acted as a liaison for elected officials and their staffs, managing constituent casework, responding to information requests, and facilitating contact with other internal departments where appropriate
- Designed and launched Government Affairs database in collaboration with IT counterparts to track and archive casework inquiries, assign tasks to team members, report task status, and provide end of year accomplishment metrics to Board of Directors
- Monitored and tracked state and local transportation and toll-related public policy initiatives, regularly communicating potential business operations impact to appropriate stakeholders
- Prepared monthly and quarterly reports for the Denton County Judge and Commissioners Court regarding the Board of Directors meetings and project updates that impact Denton County
- Created monthly reports for the Board of Directors detailing Regional Transportation Coalition meetings as well as potential policy changes and their impact on NTTA business operations
- Developed behind-the-scenes presentation to educate elected officials and staff on NTTA billing processes, enabling participants to better respond to constituent inquiries
- Developed 2021 Legislative Session government affairs strategy
- Presented at the Cleburne Rotary Club meeting as part of the Public Affairs Speakers' Bureau
- Represented the NTTA in local transportation coalitions and community organizations

Office of Texas State Senator Jane Nelson – Grapevine, TX **November 2014 – August 2019**

District Director

- Supervised office staff and interns, overseeing the timely completion of all work related to the district office
- Represented the Senator at local civic group meetings to develop relationships with constituents and elected state and local officials
- Monitored district issues and responded to constituent inquiries coordinating with agencies, elected officials, and local and county government offices to ensure issue resolution, delegating action items to staff as appropriate
- Developed weekly reports for the Senator on community events ranging from chamber events to mayors' meetings
- Redesigned new hire interviewing and onboarding programs for district office employees, enabling objective comparison of candidates and significantly improving new hire training competencies and completion rates
- Implemented inventory tracking system for auction program donations which allowed for unused item carryover and enabled year-over-year comparisons and cost-benefit analysis resulting in annual cost savings as well as a reduction in low-value donations
- Developed new casework protocols to allow for more efficient electronic and physical filing system and expand ad hoc and scheduled reporting capabilities
- Developed district office intern training documents, forms, and application tracking, allowing for more detailed index of current and prior intern records and expediting responses to letter of recommendation requests

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

- Prepared annual presentation for the Senator covering end-of-year statistics for the district office including total amount of casework completed, meetings attended by staff, and key project completion metrics

Friends of Senator Jane Nelson Campaign Office – Grapevine, TX **July 2017 – August 2019**
Finance Director

- Maintained financial records for the campaign office and prepared annual tax filings
- Completed semi-annual ethics reports on behalf of the Senator in compliance with the Texas Ethics Commission
- Developed inaugural office procedure manual on all finance activities to ensure accuracy and consistency
- Managed relationships with donors, constituents, and lobbyists, maintaining donor database on a monthly basis
- Assisted with annual fundraising and the planning and execution of the annual fundraising event

Burdette & Rice, PLLC – Dallas, TX **December 2013 – November 2014**
Marketing and Legal Assistant

- Developed inaugural policy and operations manual for firm-wide adoption
- Supported managing partner with correspondence control, calendar management, and processing of client work, ensuring positive client and county court interactions
- Developed and oversaw the execution of near-term marketing strategy improvements and deliverables including website development, search engine optimization, and mass communications

Junta de Andalucía – Bormujos (Seville), Spain **September 2012 – June 2013**
Auxiliar de Conversación (Language & Culture Assistant)

- Responsible for teaching English in a classroom setting and bringing North American culture to students

Education

University of North Texas – Denton, TX **December 2018**
Master of Public Administration

University of North Texas – Denton, TX **May 2012**
Bachelor of Arts in International Studies with a Minor in Spanish

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

TAB 3

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Project Methodology

Background

The City of Celina Texas has an aggressive economic development plan. The purpose of this engagement is strategically partner with executive leadership and the city council to assess the current state of operations to achieve strategic goals and meet community requirements. This includes key performance measures, timely service, efficient use of resources and creating a great work environment.

Statement of Work

Phase 1 – Assessment of Current State

1. Meet with Jason Laumer to further understand organization goals & objectives, charter this engagement and complete a "voice of leadership" interview.
2. Interviews with the executive leadership team to introduce the assessment process and complete a "voice of leadership" interview*.
3. Conduct an assessment in each identified department** which will include:
    - Conducting interviews of leadership and key personnel (the interviews are anonymous but not confidential)
    - Reviewing operating budget and key success metrics (quality, cost, delivery, safety, and engagement)*
    - Identifying opportunities for process efficiency
    - Identifying opportunities for growth
4. Conduct an assessment report-out with the executive leadership team. The report-out will include:
    - Summary of findings by division.
        i. Common themes from 'voice of' interviews
        ii. Opportunities for growth
        iii. Opportunities for process efficiency
        iv. Review of performance data
    - Summary of recommendations by division and for overall City of Celina
5. Alignment session with the City Council

Note: City of Celina will make available pertinent information and data:

- Customer Data – demographics, requirements, satisfaction data or feedback, etc.
- Staff or Team Engagement Data – satisfaction surveys, attrition/turnover rate, etc.
- Performance Data – quality and process data (by division)
- Revenue & Cost Data – Volume, budgets, P&L, etc.

*Priority divisions:

- Strategic Services
- Development Services

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

- Public Services
- Internal Services

**Target departments:

- Strategic Services
- Parks
- Finance
- Public works
- Marketing
- Community Service

Post Assessment Options (NOT included in current assessment):

1. In depth assessment of targeted departments based on the phase 1 assessment.
2. Post assessment Strategy Planning Session
    - Visioning for the future
    - Establish Goals, Objectives & Strategies (Pillars of success: Quality, Cost, Delivery, Safety & Engagement)
    - Action plans with milestone & measures
3. Continuous improvement methodology for implementation of action plans.

Project Timeline

Phase 1	Time
Leadership Interviews	**2 days**
Department Assessments	**4 days**
Report Out Preparation	**3 days**
City Council Alignment Session	**1 day**
Total:	**10 days**

Close Assignment

SGR will coordinate any additional arrangements and final billing with the City of Celina representative.

Client Satisfaction Survey

SGR works very hard to deliver exceptional customer service and it is important to us to get honest and objective feedback from our clients. We may ask you to complete a client satisfaction survey and discuss any feedback and suggestions you may have that will help us in our goal of continuous process improvement.

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TAB 4

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Project Costs & Service Guarantee

Teresa Deason, serving as a contractor of SGR, will provide the highly qualified professional services necessary to conduct a thorough and comprehensive Organizational Assessment for the City of Celina.

Professional Services Fees

Organizational Assessment:	$26,000.00
Travel Expenses:	TBD

Supplemental Services

Additional onsite meetings	$250 per hour plus expenses
Additional virtual meetings	$150 per hour

EXPENSES**
Any expenses incurred (printing, etc.) will be billed at the actual cost.

Travel Expenses
Contractor will be reimbursed for travel expenses,if applicable, including mileage for any trips between Contractor's home and Organization as requested by Organization or SGR. Meals are reimbursed at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses will be reimbursed at actual cost, with no markup for overhead.

Billing
Fifty percent (50%) of the professional fee will be billed upon launch of the project and fifty percent (50%) will be due and payable upon the project's completion. Expense items will be billed with each installment, as appropriate. Invoices are due within thirty (30) days of receipt.

Provision of Service Guarantee
SGR guarantees that you will be satisfied with the employee engagement process conducted with your organization. If at any time, the City of Celina does not feel the level of expectation is being met, SGR will welcome discussions and provide rectifications to the concerns expressed.

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

TAB 5

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

References

Jared Miller, City Manager
City of Amarillo, Texas (pop. 199,000)
Email: jared.miller@amarillo.gov
Phone: 817-602-1388

Randy Singleton, Mayor
City of Bridgeport, Texas (pop. 64,000)
Email: rsingleton@cityofbridgeport.net
Phone: 940-683-3415

Jose Madrigal, City Manager
City of Durango, Colorado (pop. 19,000)
Email: jose.madrigal@durangogov.org
Phone: 970-375-5005

Aretha R. Ferrell-Benavides, City Manager
City of Duncanville, Texas (pop. 38,000)
Email: aferrellbenavides@duncanville.com
Phone: 972-780-2700

Bill Lindley, Town Administrator
Town of Highland Park, Texas (pop. 8,800)
Email: WHLindley@hptx.org
Phone: 214-559-9444

Paul Grimes, City Manager
City of McKinney, Texas (pop. 182,000)
Email: pgrimes@mckinneytexas.org
Phone: 972-547-7501

Allen Barnes, City Manager
City of Stephenville, Texas (pop. 21,000)
Email: abarnes@stephenvilletx.gov
Phone: 254-918-1225

Eric Ellwanger, City Manager
City of Allen, Texas (pop. 102,000)
Email: eellwanger@cityofallen.org
Phone: 214-509-4110

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

TAB 6

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Interim Management & Consulting Services
Clients, Positions, & Projects

Clients

Aransas County, Texas
City of Addison, Texas
City of Amarillo, Texas
City of Angleton, Texas
City of Anna, Texas
City of Athens, Texas
City of Bastrop, Texas
City of Bedford, Texas
City of Brenham, Texas
City of Bridgeport, Texas
City of Broken Arrow, Oklahoma
City of Burkburnett, Texas
City of Burleson, Texas
City of Cameron, Missouri
City of Canyon, Texas
City of Carrollton, Texas
City of Castroville, Texas
City of Cedar Park, Texas
City of Celina, Texas
City of Cleburne, Texas
City of Colleyville, Texas
City of Dayton, Texas
City of Del Rio, Texas
City of Denison, Texas
City of DeSoto, Texas
City of Dickenson, Texas
Town of Double Oak, Texas
City of Dripping Springs, Texas
City of Dumas, Texas
City of Duncanville, Texas
City of Durango, Colorado
City of El Reno, Oklahoma
City of Ennis, Texas
City of Erie, Colorado
City of Eugene, Oregon
City of Fairview, Texas
City of Fate, Texas
City of Flatonia, Texas
City of Forney, Texas
City of Fort Worth, Texas
City of Fort Smith, Arkansas
City of Freeport, Texas
City of Garland, Texas
City of Georgetown, Texas
City of Glenn Heights, Texas
City of Gonzales, Texas
City of Greenville, Texas
City of Gresham, Oregon
City of Heath, Texas
Town of Highland Park, Texas
Hunt County, Texas
City of Hutto, Texas
City of Irving, Texas
City of Joshua, Texas
City of Keene, Texas
City of Kemah, Texas
City of Keller, Texas
City of Kilgore, Texas
City of Lago Vista, Texas
City of Lancaster, Texas
City of Levelland, Texas
City of Lexington, Texas
City of Llano, Texas
City of Lubbock, Texas
City of Marble Falls, Texas
City of McKinney, Texas
City of Miami, Oklahoma
City of Mineral Wells, Texas
City of Missouri City, Texas
City of Montgomery, Texas
City of Mount Pleasant, Texas
City of Murphy, Texas
City of New Braunfels, Texas
City of Nacogdoches, Texas
City of North Richland Hills, Texas
North Texas Municipal Water District
City of Oak Point, Texas
City of O'Fallon, Missouri

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

City of Overton, Texas
City of Palestine, Texas
City of Parkville, Missouri
City of Pecos, Texas
City of Pflugerville, Texas
City of Pilot Point, Texas
City of Plainview, Texas
City of Port Arthur, Texas
City of Princeton, Texas
Town of Providence Village
City of Quinlan, Texas
City of Richwood, Texas
City of Rockport, Texas
City of Round Rock, Texas
City of Roswell, New Mexico
City of Rowlett, Texas
City of Sachse, Texas
City of Saginaw, Texas
City of San Marcos, Texas
City of Seagoville, Texas
City of Sherman, Texas
City of South Padre Island, Texas
City of Southlake, Texas
City of Superior, Arizona
City of Stephenville, Texas
City of Sunnyvale, Texas
City of Taylor, Texas
City of Terrell, Texas
City of Tomball, Texas
Town of Trophy Club, Texas
City of West Lake Hills, Texas
City of Winnsboro, Texas
City of Weatherford, Texas
City of Wilmer, Texas
City of Wolfforth, Texas
The Woodlands Township
Lee County, Florida
Parker County, Texas

Positions/Projects

City Manager
City Administrator
Administration Director
Assistant City Manager
Assistant to the City Manager
Assistant Community Services Director
Assistant Finance Director
Assistant Fire Chief
Building Official
Capital Projects Manager
Chief Building Official
Chief Financial Officer
Chief Information Officer
City Engineer
City Secretary
Community Development Director
Controller
CVB Director
Department of Public Safety IA Consulting
Development Director
Disaster Recovery Specialist
Economic Development Director
Field Operations Superintendent
Finance Director
Fire Chief
Fire Marshal
Fixed Based Operations Director
Human Resources Director
Information Technology Director
Library Director
Municipal Court Administrator
Neighborhood Services Director
Parks Construction Manager
Planning/Community Development Director
Planning Manager
Police Chief
Police Director
Public Information Officer/Webmaster
Public Works Director
Purchasing Manager
Risk Manager
Senior Contract Compliance Specialist
Street and Stormwater Director
Utility Billing Manager

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Management Consulting Projects

Animal Services Study
Compensation Market Analysis
Consulting
Containerized Solid Waste Study
Disaster Recovery Consulting
Fee Studies
Finance Consulting
Human Resources Operational Assessment
Human Resources Consulting
Job Board Management
Job Description Development
Market Competitive Analysis
Municipal Court Surveys
Pay Plan Development Services
Personnel Policies Development
Procurement Training
Procurement Templates
Public Safety Assessments
Public Safety Internal Affairs
Salary Surveys
Salary and Staffing Studies
Utility Billing Department Assessment
Website Development and Management

Attachment: Celina TX_Organizational Assessment Proposal 08_2022 (1) (002) (SGR Organizational Assessment)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Andy Glasgow, Director of Engineering
Date:	October 11, 2022
Re:	Denton County and City of Celina Interlocal for Parvin Asphalt Roadway

Action Requested:

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)

Background Information:

Staff has been working with Denton County in drafting an agreement for the reconstruction of the Parvin Road from east of FM 1385 to Legacy Road. The City of Celina, Town of Prosper, Tellus Development, and Denton County are contributing to the reconstruction of this road from the existing 24' gravel road to a 24' asphalt roadway.

The total project cost is projected to be approximately $2,900,000. Denton County's contribution will be $500,000. Tellus will be contributing $800,000. The remaining balance will be shared between the Town of Prosper and the City of Celina.

Financial Considerations:

City of Celina contributions will be funded from 2022 GO Bonds.

Legal Review:

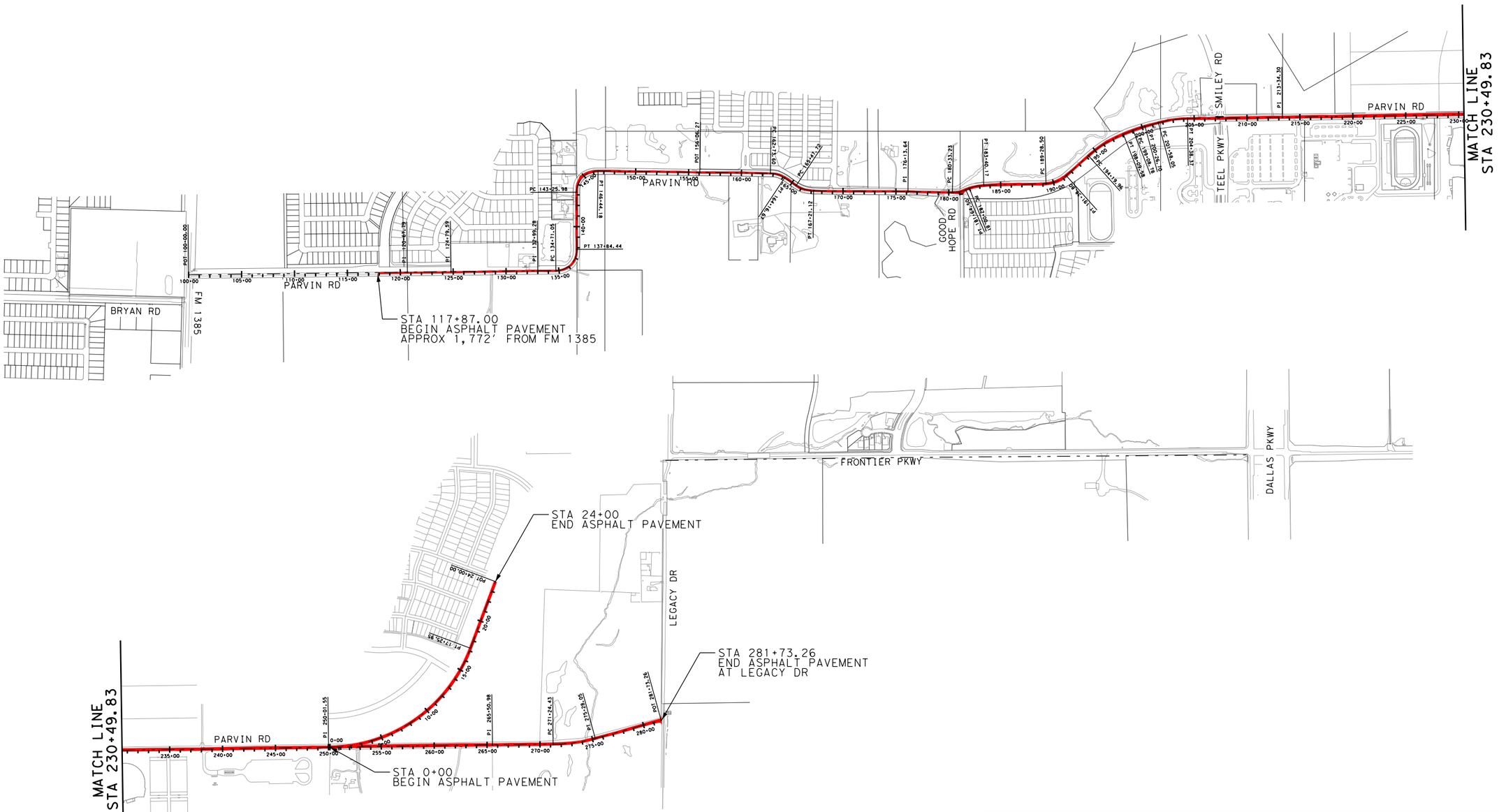
Staff has been working with the City Attorney to draft the agreement.

Supporting Documents:

ICA Agreement
Location Map

Staff Recommendation:

Staff recommends approval



LEGEND

PROPOSED ASPHALT PAVEMENT

CELINA TEXAS EST. 1876

CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

N W E S

500 250 0 500 1

SCALE : 1" = 1000'

Attachment: 20220429_Parvin_AsphaltExhibit (ICA with Denton County - Asphalt Parvin)

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF CELINA, TEXAS

THIS AGREEMENT is made, entered into, and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter "the County;" and the City of Celina, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the City of Celina, Texas, hereinafter "the City." The County and the City are collectively referred to herein as "the Parties."

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide for the design, right-of-way acquisition, utility relocation and road construction of a section of Parvin Road as a two-lane road from Bothwell Drive to Legacy Drive as a part of the Parvin Road Project ("the Project"), located in the City of Celina and Denton County Commissioner Precinct #1; and

WHEREAS, the estimated cost of the Project is TWO MILLION EIGHT HUNDRED FORTY NINE THOUSAND ONE HUNDRED NINETY SEVEN AND NO/100 DOLLARS ($2,849,197.00), and the County shall contribute an amount which shall not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves a road which is an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

Attachment: ICA - Celina - Parvin Road from Bothwell Drive to Legacy Drive 09.28.22 (ICA with Denton County - Asphalt Parvin)

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall be to provide for the design, right-of-way acquisition, utility relocation and road construction of a section of Parvin Road as a two-lane road from Bothwell Drive to Legacy Drive as a part of the Parvin Road Project ("the Project"), located in the City of Celina and Denton County Commissioner Precinct #1, at a total project cost which shall not exceed TWO MILLION EIGHT HUNDRED FORTY NINE THOUSAND ONE HUNDRED NINETY SEVEN AND NO/100 DOLLARS ($2,849,197.00).

III.

The County hereby agrees to contribute FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to secure a contract for the design, right-of-way acquisition, utility relocation and road construction which will be required for satisfactory completion of the Project. In addition, the City will provide all project inspections.

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with completion of the Project, the City shall submit invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, and at the same time, submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, on a monthly basis, and the County shall reimburse the City for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all

Attachment: ICA - Celina - Parvin Road from Bothwell Drive to Legacy Drive 09.28.22 (ICA with Denton County - Asphalt Parvin)

expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement, hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City:	Honorable Sean Terry, Mayor City of Celina, Texas 142 N. Ohio Street Celina, Texas 75009
Copy To:	Ms. Caitlin Biggs, City Secretary City of Celina, Texas 142 N. Ohio State Celina, Texas 75009
For County:	Honorable Andy Eads Denton County Judge 1 Courthouse Drive, Suite 3100 Denton, Texas 76208
Copy To:	Denton County District Attorney's Office - Civil Division 1450 East McKinney Street, Suite 3100 Denton, Texas 76209

Attachment: ICA - Celina - Parvin Road from Bothwell Drive to Legacy Drive 09.28.22 (ICA with Denton County - Asphalt Parvin)

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence, or omissions of all City employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible. Venue for any dispute arising under the terms of this Agreement shall be in Denton County, Texas.

XV.

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

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective Agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Attachment: ICA - Celina - Parvin Road from Bothwell Drive to Legacy Drive 09.28.22 (ICA with Denton County - Asphalt Parvin)

Executed this _____ day of _____, 2022.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

CITY OF CELINA, TEXAS
142 N. Ohio Street
Celina, Texas 75009

By: _____
Honorable Sean Terry, Mayor
City of Celina, Texas
Acting by and on behalf of the
City of Celina, Texas

ATTEST:

By: _____
City Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

_____
Denton County Auditor

Attachment: ICA - Celina - Parvin Road from Bothwell Drive to Legacy Drive 09.28.22 (ICA with Denton County - Asphalt Parvin)

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF CELINA, TEXAS

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, at a total project cost of TWO MILLION EIGHT HUNDRED FORTY NINE THOUSAND ONE HUNDRED NINETY SEVEN AND NO/100 DOLLARS ($2,849,197.00), whereby Denton County shall contribute FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) toward satisfactory completion of the Project, hereby gives its specific written approval to the Project prior to beginning of the Project in satisfaction of Texas Government Code §791.014.

The description of the Project and its location are design, right-of-way acquisition, utility relocation and road construction of a section of Parvin Road as a two-lane road from Bothwell Drive to Legacy Drive as a part of the Parvin Road Project ("the Project"), located in the City of Celina and Denton County Commissioner Precinct #1.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Celina, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

Attachment: ICA - Celina - Parvin Road from Bothwell Drive to Legacy Drive 09.28.22 (ICA with Denton County - Asphalt Parvin)

A0

PARVIN ROAD ASPHALT - DENTON COUNTY FUNDING AGREEMENT

October 11, 2022

Kimberly Brawner, P.E. ACM



Attachment: 9 - C -- Denton County Funding Agreement - Brawner (ICA with Denton County - Asphalt

Slide 1

A0 [Mention was removed] [Mention was removed] This will be moved to the August, but we can all edit here

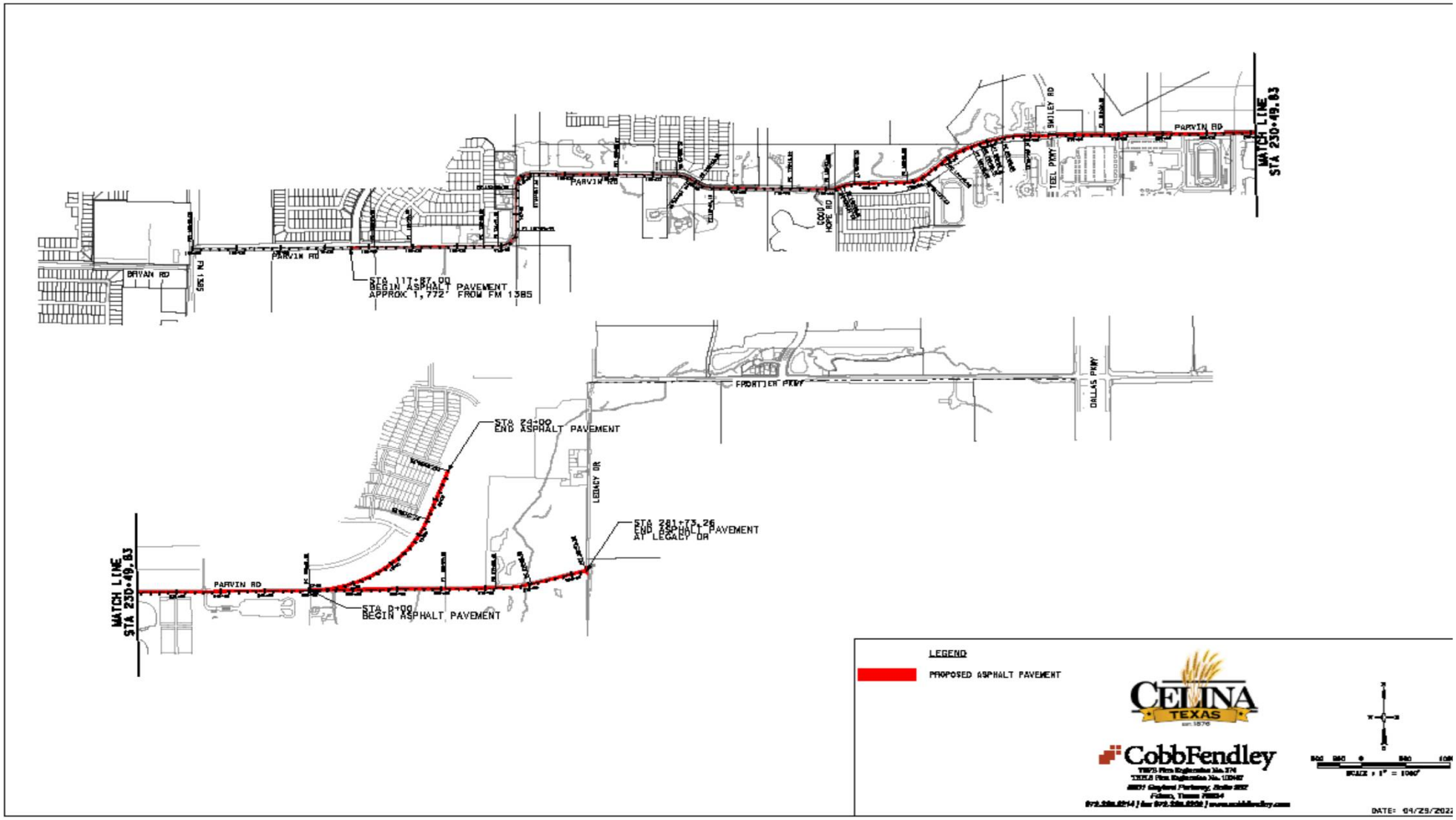
Author, 2022-06-08T13:37:10.231

Attachment: 9 - C -- Denton County Funding Agreement - Brawner (ICA with Denton County - Asphalt

BACKGROUND

- Parvin Road Asphalt Improvements – FM 1385 to Legacy Drive
- Projected cost: $2,900,000
- Proposed agreement between City of Celina and Denton County for $500,000 county contribution
- Other shared project cost:
  - Tellus Group (development): $800,000.
  - The remaining balance will be shared between the Town of Prosper and the City of Celina.





Attachment: 9 - C -- Denton County Funding Agreement - Brawner (ICA with Denton County - Asphalt

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	October 11, 2022
Re:	Collin County Call for Projects Bond Resolution

Action Requested:

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)

Background Information:

Collin County has released the 2022 call for City projects for grant funding utilizing the approved 2018 approved bond program. The City of Celina is interested in obtaining additional funding for large thoroughfare projects that the City will begin constructing in the near future. The City will submit Choate Parkway from Kinship Parkway to Custer Road, Coit Road from Vest Lane to Choate Parkway, and Coit Road from Choate Parkway to Collin County Outer Loop.

Alternatives:

City Council could choose to not support the grant application.

Financial Considerations:

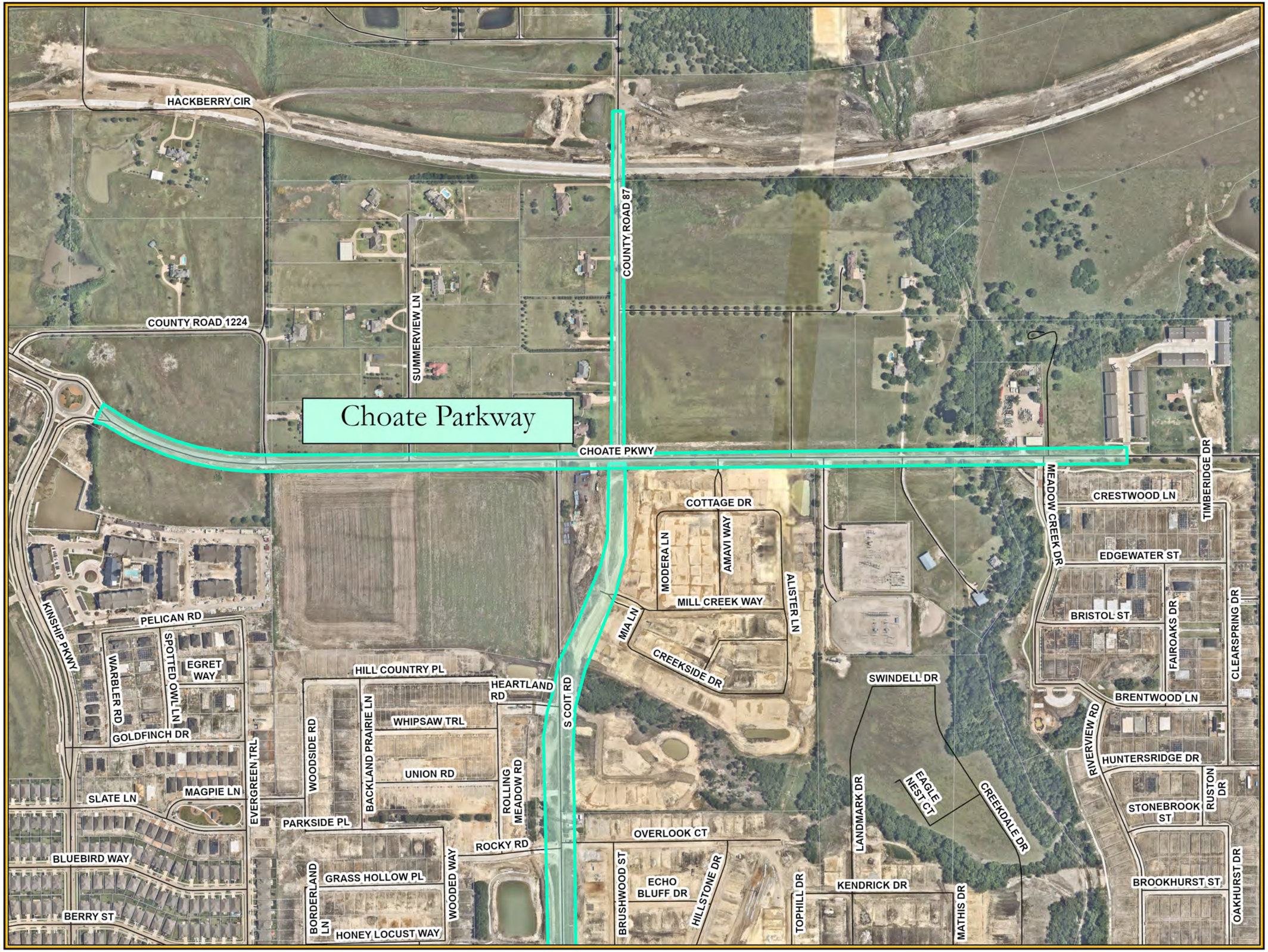
Grant application only. Grant requires a 50/50 match which is available in current bond funding. No financial implications at this time.

Supporting Documents:

Project Location Maps
Proposed Resolution

Staff Recommendation:

Approval



Life Connected.

Exhibit
City of Celina

Legend

- Project Limits
- Roads
- Parcels

Choate Pkwy from Kinship Pkwy to 400' East of Meadow Creek Dr

N
W E
S

0 320 640 Feet

10/4/202

Attachment: Choate Pkwy (Collin County Call for Projects Resolution)

CELINA TEXAS est. 1876
Life Connected.

Choate Parkway

CHOATE PKWY
COUNTY ROAD 87
COTTAGE DR
MODERA LN
AMAVI WAY
ALISTER LN
MILL CREEK WAY
MIA LN
CREEKSIDE DR
SWINDELL DR
EAGLE NEST CT
CREEKDALE DR
PELICAN RD
SPOTTED OWL LN
EGRET WAY
GOLDFINCH DR
HILL COUNTRY PL
HEARTLAND RD
WOODSIDE RD
BACKLAND PRAIRIE LN
WHIPSAW TRL
UNION RD
ROLLING MEADOW RD
MAGPIE LN
SLATE LN
PARKSIDE PL
ROCKY RD
OVERLOOK CT
BLUEBIRD WAY
EVERGREEN TRL
GRASS HOLLOW PL
WOODED WAY
BRUSHWOOD ST
ECHO BLUFF DR
HILLSTONE DR
LANDMARK DR
KENDRICK DR
MATHIS DR
WHISPERING PINES DR
BERRY ST
HONEY LOCUST WAY
BORDERLAND LN
WOODHAVEN DR
COTTONWOOD VALLEY DR
INDIGO LN
YELLOW PINE RD
FOOTHILLS RD
PRUITT DR
S COIT RD
PUNK CARTER PKWY
POOLE DR
MCCLAIN ST
LAWNDALE ST
SHADOWBROOK CT
ROCKWOOD DR
OAKDALE DR
TOPHILL DR
CLIFFSIDE DR
WESTRIDGE DR
ROUNDROCK DR
BRIARCREST DR
ROYAL LN
ZETT DR
MILLWARD DR
RIDGEDALE ST
AZURE LN
COBALT DR
PUFFIN LN
ARABELLA WAY
E OWNSBY PKWY
BOSH HIDEAWAY RNCH
COUNTY ROAD 83
QUAIL HOLLOW
VEST LN
BRADFORD PEAR CT
COWSLIP DR
DAFFODIL RD
DAYLILY WAY
BRADFORD PEAR WAY
HOLLY LN
HYACINTH WAY
WELLS RD

Coit Road Segment 1

Legend

- Project Limits
- Roads
- Parcels

Exhibit

City of Celina

Coit Road Segment 1 - Vest Ln to Choate Pkwy

9/26/2022

N W E S

0 375 750 Feet

Attachment: Coit Segment 1_Vest to Choate (Collin County Call for Projects Resolution)

CELINA TEXAS EST. 1876

Life Connected.

E OUTER LOOP

S COIT RD

Coit Road Segment 2

CHOATE PKWY

Legend

- Project Limits
- Roads
- Parcels

Exhibit

City of Celina

Coit Road Segment 2 - Choate Pkwy to Outer Loop

9/26/2022

N W E S

0 180 360 Feet

Attachment: Coit Segment 2_Choate to Outer Loop (Collin County Call for Projects Resolution)

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE PROPOSED CHOATE PARKWAY FROM KINSHIP PARKWAY TO CUSTER ROAD, COIT ROAD FROM VEST LANE TO CHOATE PARKWAY, AND COIT ROAD FROM CHOATE PARKWAY TO COLLIN COUNTY OUTER LOOP FOR SUBMITTAL TO THE COLLIN COUNTY 2022 BOND PROGRAM.

WHEREAS, the County of Collin, Texas has released the 2018 Bond Program's 2022 Collin County Call for City Projects Program; and

WHEREAS, the City of Celina desires to submit an application for grant funds from said program; and

WHEREAS, the said program requires City Council of the City of Celina authorization of the proposed project; and

WHEREAS, the applicant will enter into a grant agreement with the County of Collin, Texas to complete the project if awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

1. Certifies that the City Council of the City of Celina has reviewed and supports the proposed projects; and

2. Certifies that the City of Celina has sufficient funds available to provide the amount of funding specified as matching funds contributions; and

3. Certifies that the City Council of the City of Celina approves the proposed project.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of October 2022.

_____

Sean Terry, Mayor

Attachment: Combined Resoultion - CC Call for projects (Collin County Call for Projects Resolution)

ATTEST:

Lauren Field, City Secretary

APPROVED AS TO FORM:

Julie Fort, City Attorney

Attachment: Combined Resoultion - CC Call for projects (Collin County Call for Projects Resolution)

COLLIN COUNTY CALL FOR ROADWAY PROJECTS

October 11, 2022

Andy Glasgow, P.E.
Director of Engineering



Attachment: 9 - D -- Collin County Road Funding - Glasgow (Collin County Call for

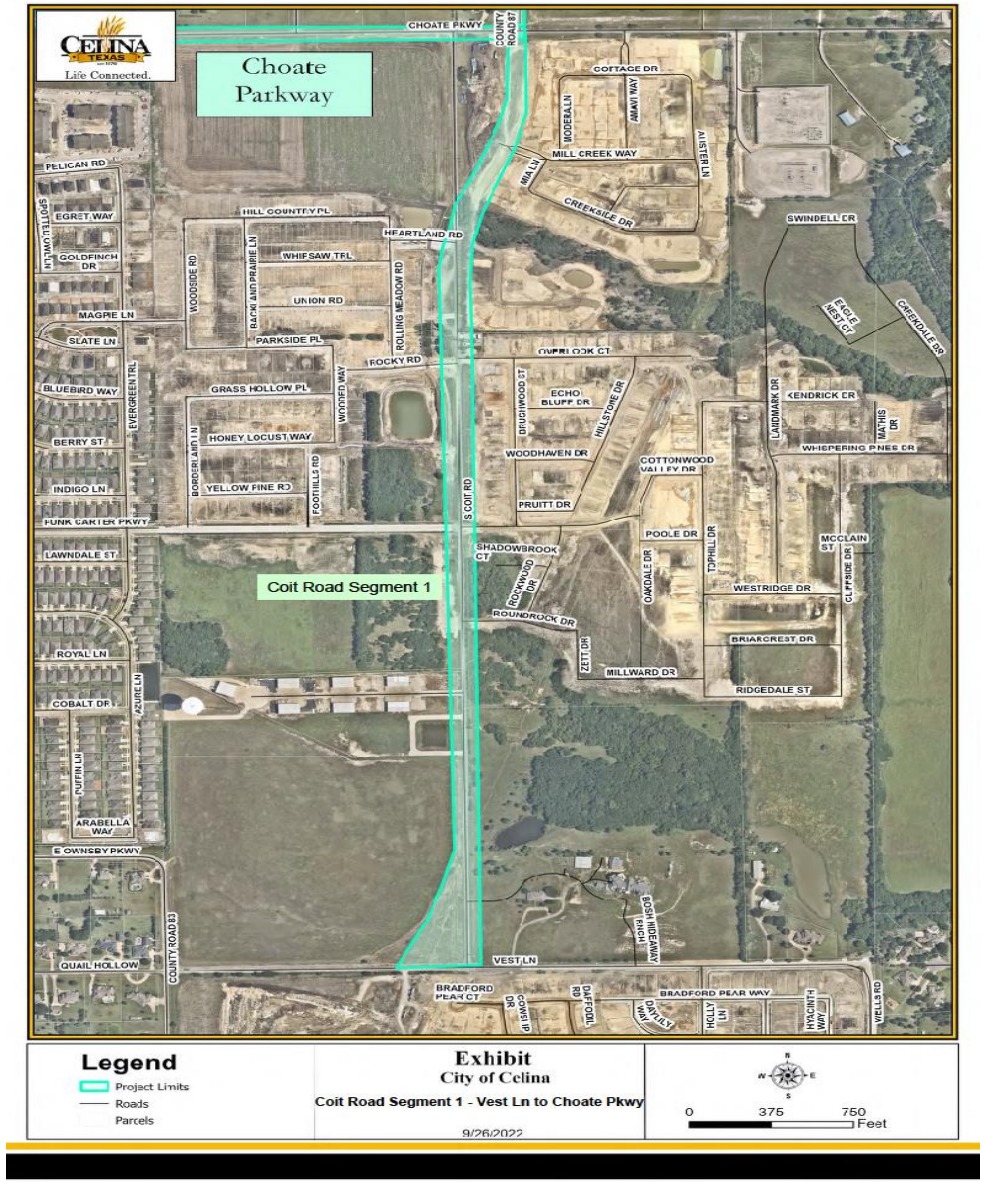
BACKGROUND

- $24 million available from Collin County 2018 Bond Program.
- City requesting 70% of estimated construction costs.
- To increase capacity, reduce congestion, and support emergency services.
- Collin county award announcement: April/May 2023
- Projects:
  - Coit Road Segment 1: *Vest Lane to Choate Parkway*
  - Coit Road Segment 2: *Choate Parkway to Outer Loop*
  - Choate Parkway: *Kinship Parkway to Meadows Creek Drive*

Attachment: 9 - D -- Collin County Road Funding - Glasgow (Collin County Call for

COIT ROAD – SEGMENT 1

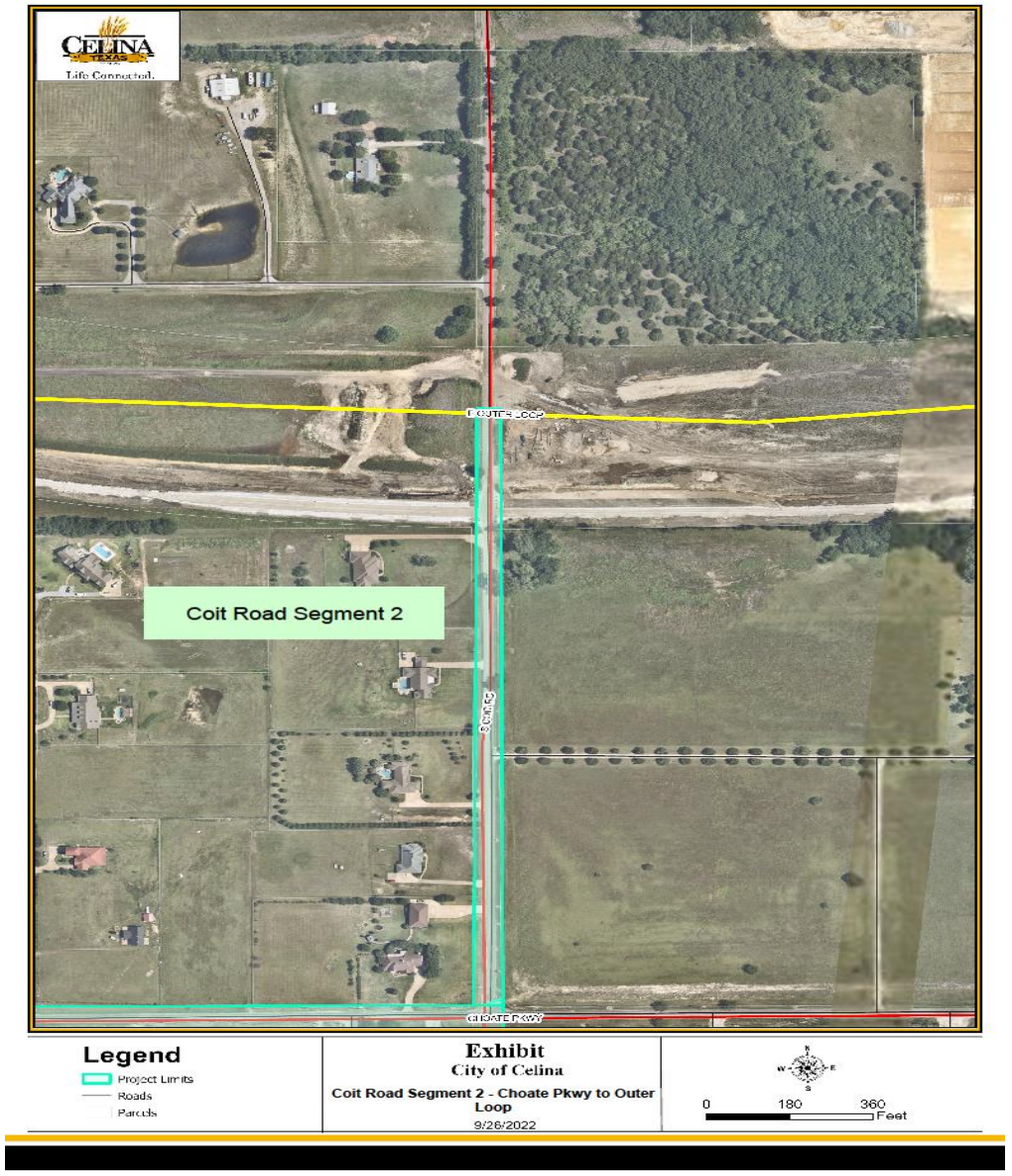
- *Vest Lane to Choate Parkway*
  - Opinion of Probable Construction Cost (OPCC): $10,741,000
  - City Request: $7,518,700



Attachment: 9 - D -- Collin County Road Funding - Glasgow (Collin County Call for

COIT ROAD – SEGMENT 2

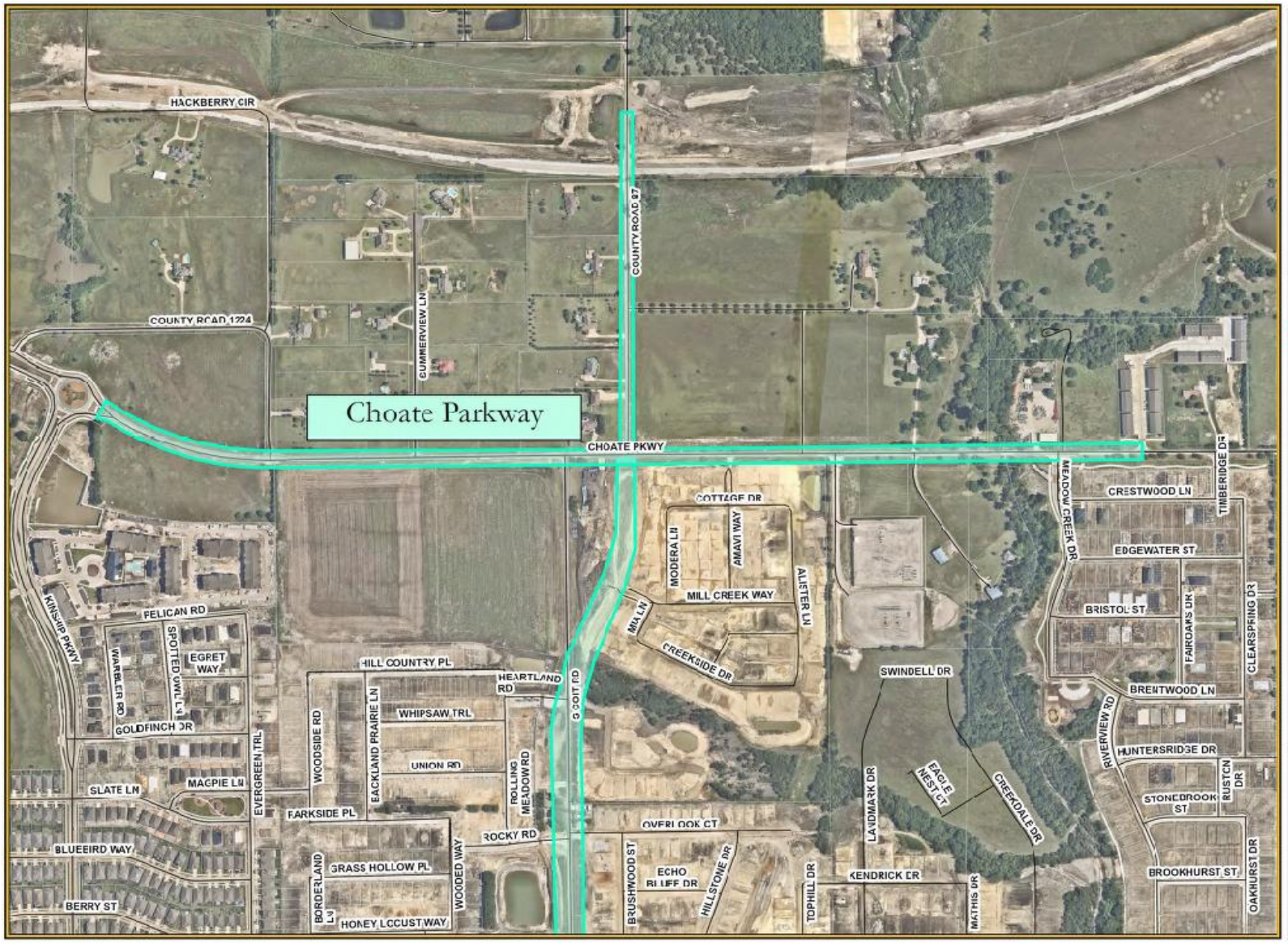
- *Choate Parkway to Outer Loop*
  - OPCC: $3,000,000
  - City Request: $2,100,000



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CHOATE PARKWAY

- *Kinship Parkway to Meadows Creek Drive*
  - OPCC: $9,287,500
  - City Request: $6,501,200



CELINA TEXAS
Life Connected.

Exhibit
City of Celina

Legend
Project Limits
Roads
Parcels

Choate Pkwy from Kinship Pkwy to 400' East of Meadow Creek Dr

0 320 640 Feet

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QUESTIONS?

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