Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 8, 2025
5:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding a legal matter related to the property generally located at 1250 S. Oklahoma Drive.

B. Discussion regarding an Interlocal Agreement between the City of Celina and the City of Little Elm.

C. Discussion regarding a possible Development Agreement for Doe Branch Office Park.

D. Discussion regarding a possible Development Agreement for LC Services.

E. Discussion regarding eminent domain proceedings on Choate Parkway.

F. Discussion regarding potential water source development agreement.

G. Discussion regarding pre-annexation agreements.

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

H. Discussion regarding Project Ruby.

I. Discussion regarding Project Jasper.

J. Discussion regarding a Second Amended and Restated Economic Development and Performance Agreement with NWC Tollway/Frontier, LP.

K. Discussion regarding Project The District.

L. Discussion regarding an agreement with Trinity Summit Investments, LLC.

M. Discussion regarding Project 151.

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

N. Discussion regarding a proposed agreement for the development of property at W Pecan Street and N Colorado Street.

O. Discussion of eminent domain proceedings for 1510 Vest Lane.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session, including but not limited to the anticipated action items listed below (if any).

P. Consider and act to approve a Second Amended and Restated Economic Development and Performance Agreement with NWC Tollway/Frontier, LP.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:30 PM)

A. Proclamation honoring Jill Roza. (Tubbs)

B. Parks and Recreation Month Proclamation. (Tubbs)

C. Recognition of Assistant Police Chief Brent Brown and Police Officer Dan Thomas. (Cullison)

D. Chamber of Commerce Presentation.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the creation of a Celina Youth Council to engage high school students. (Kearney)

B. Discussion regarding a Trafficking-Free Zone in the City of Celina. (Cullison)

C. Discussion regarding Auto Dealerships. (McAfee)

D. Discussion regarding water and wastewater impact fees. (Glasgow)

E. Discussion on the development of Ousley Park. (Walsh)

F. Discussion regarding Fire Station #4. (Brawner/White)

VI. OPEN FORUM:

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

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:
1. City Council - Regular Meeting - June 10, 2025, 5:00 p.m.
2. City Council - Retreat - June 21, 2025, 8:00 a.m.

B. Consider and act to approve a work authorization for design services from Freese and Nichols for a 54-inch transmission waterline from Celina Road Pump Station to FM 428 in an amount not to exceed $830,555.00. (Glasgow)

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

D. Consider and act to approve a work authorization for design services from Kimley-Horn for the 2025 Downtown Water and Wastewater Improvements in an amount not to exceed $259,000.00.(Glasgow)

E. Consider and act to approve a work authorization for design services from Halff and Associates for Legacy Drive and J. Fred Smith Parkway intersection schematic in an amount not to exceed $61,700.00. (Glasgow)

F. Consider and act to approve a work authorization for design services from Garver for the Preston Road right-turn lane at Lynn Stambaugh in an amount not to exceed $153,628.00. (Glasgow)

G. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right of way and easements for the intersection improvements on Dallas Parkway at Light Farms and at Punk Carter Parkway. (Glasgow)

H. Consider and act to approve a work authorization for material testing services with WSB for the construction of Coit Road from Vest Lane to Choate Parkway in an amount not to exceed $138,930.00. (Glasgow)

I. Consider and act upon a Resolution setting a Public Hearing date of August 12, 2025, to consider/discuss/act on the amendment of the Land Use Assumptions, Capital Improvements Plan, and maximum assessable fees for water and wastewater impact fees. (Glasgow)

J. Consider and act to approve a work authorization for testing services from GeoTex Engineering, for construction materials testing for Wilson Creek Park Phase 1 in an amount not to exceed $147,471.00. (Glasgow)

K. Consider and act to authorize a Change Order with J&L Construction on the Arizona Drive and Colorado Drive Improvements project for an amount not to exceed $209,122.00. (Glasgow)

L. Consider and act to approve a work authorization for design services from BGE Inc. for the design of an Asset Management Program in an amount not to exceed $189,000.00. (Brawner)

M. Consider and act to authorize the City Manager to execute a Dark Fiber Swap Agreement with Astound Business Solutions, LLC. (Alexander)

N. Consider and act to purchase Information Technology network hardware through Texas Department of Information Resources (DIR) and The Interlocal Purchasing System (TIPS) contracts for an amount not to exceed $1,664,972.85. (Alexander)

O. Consider and act to purchase tree removal services for the Public Works and Parks and Recreation Departments from Arbor Masters and Western Certified Arborist, Inc., through a cooperative contract with the City of Frisco at the unit prices listed, not to exceed the annual budgeted amount. (Figueroa)

P. Consider and act to authorize a Change Order with GRod Construction LLC, for an amount not to exceed $118,300.00 for additional road repairs in the 2025 Annual Street Maintenance project. (Figueroa)

Q. Consider and act to award Best Value Bid #2025-035 for Pavement Leveling Services to Kaitlin Kent Enterprises Incorporated, at the unit prices listed in the bid, not to exceed the annual budgeted amount. (Figueroa)

R. Consider and act to approve a work authorization for material testing services for the 2025 Annual Street Maintenance project with WSB, for an amount not to exceed $67,114.00. (Figueroa)

S. Consider and act to award Bid 2025-031 for holiday lighting installation, maintenance, and storage services to Premier Lighting Enterprises, LLC, at the unit prices listed, not to exceed the annual budgeted amount. (Kearney)

T. Consider and act upon an amendment to the annual contract with Premier Lighting Enterprises, LLC to add the purchase of new holiday curtain lights and the associated installation, maintenance, and storage services at the unit prices listed, not to exceed the annual budgeted amount. (Kearney)

U. Consider and act upon a Resolution approving the design to be etched on the glass railings of the downtown center and the location of etched glass. (Kearney)

V. Consider and act upon a Resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change and approving cooperation with the Steering Committee of Cities Served by Oncor to negotiate with the company and direct any necessary litigation and appeals. (Kearney)

W. Consider and act upon an Ordinance amending Ordinance No. 2024-83 which adopted and approved the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each department, project, and account, by adopting an amended 2024-2025 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an amendment to Ordinance 2025-02 amending the City's Master Thoroughfare Plan and Map. (Glasgow)

B. Conduct a Public Hearing to consider and act upon a request for a Development Agreement on approximately 41 acres of land; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Glen at Uptown – Development Agreement) (Mohan)

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately eight (8) acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located at the southwest corner of Choate Parkway and Meadow Creek Drive, within the City Limits. (Choate Office Park – Planned Development) (McAfee)

IX. ACTION ITEM:

A. Consider and act to award CSP 2025-029 for the construction of Coit Road from Vest Lane to south of Choate Parkway to McMahon Contracting in the amount of $13,464,877.50, plus a ten (10) percent contingency of $1,346,487.75 for a total amount not to exceed $14,811,365.25. (Glasgow)

B. Consider and act to ratify the Amended and Restated Celina Economic Development Corporation (CEDC) Bylaws. (Satarino)

X. ADJOURNMENT:

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

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551."I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____:_____ and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____

Ashley Owens
City Secretary

Life Connected.

Strategic Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Bradley Kearney, Strategic Services Director
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Discussion regarding the creation of a Celina Youth Council to engage high school students. (Kearney)

Background Information:
The purpose of this item is to discuss a proposed youth council program for high school students in Celina and receive Council feedback and direction.

A high school resident approached the City to request that a youth council be formed to engage high school students, meeting with the Mayor, Council Member Hopkins, and the City Manager. In response, staff has developed a proposed program to educate students on civic engagement, promote service, and provide an opportunity to solve a City challenge or give input on City projects.

Mission
The proposed mission is to engage high school students from across our City to promote community connection, civic engagement, service, and leadership—engaging the youth in our community to live *Life Connected.*

Highlights

- **Community Service** – Actively serve your community through *Life Connected.* Service Days and an annual project to solve a City challenge or represent the youth of Celina.
- **Leadership Development** – Build essential leadership, communication, and decision-making skills through direct engagement with city leaders and the annual project.
- **Civic Engagement** – Engage with a variety of civic organizations, including the Chamber of Commerce and more.

- **Government Education** – Learn about city government operations, budgeting, public policy, and local leadership.
- **Career Exploration** – Meet with professionals in engineering, finance, accounting, planning, and various trades, getting exposure to career opportunities.

Program

- Participants: 15-20
- Not a Board or Commission – similar to Citizen's Government Academy
- Meet once per month on Monday evenings from October through April
- First semester focuses on education, covering the core municipal functions, challenges facing Celina, and key civic organizations (Chamber, etc.).
- Second semester focuses on completing a project for the community.
    - Evaluate City events and make recommendations to engage students/youth.
    - Propose features for Ousley Park to engage students.
    - Develop recommendations for future park and recreation facilities, equipment, and activities for students.
    - Solve: how to build a community high school students want to live in after high school/college.
- Participate in both *Life Connected*. Service Days.

Eligibility Requirements

- Be a City of Celina resident between the ages of 14-19.
- Be a student entering grades 9-12.
- Participate in monthly meetings - can miss no more than three meetings.
- Attend 2 Council Meetings: Tuesday, October 14 & Tuesday, May 12
- Obtain parental or guardian approval.
- Students are only eligible to participate for one term.

Selection Process

- August 11 - September 8 - application will be open.
- September 15 - 26 - City staff will review and evaluate applications.
    - GPA
    - Current service in the community
    - Interest in community engagement and local government
    - What they hope to gain from the program
    - Reference
    - High school attended - seek representation from all high schools residents attend
- September 29 - applicants will be notified.
- October 14 - City Council will recognize selected youth council members.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. Celina Youth Council Overview

Financial Consideration:

Depending on ultimate program design, there may need to be a budget of up to $2,500 for meals and supplies.

Staff Recommendation:

N/A

CELINA YOUTH COUNCIL

City Council Meeting
July 8, 2025



BACKGROUND

- City was approached by a high school student about forming a youth council
- Many cities have programs to engage high school students in the city and community
  - Variety of models and purposes
  - Varying levels of engagement and effectiveness
- Proposal to form a youth council for high school students in Celina

MISSION

Engage high school students from across the City to promote community connection, civic engagement, service, and leadership—engaging the youth in our community to live *Life Connected*.

Highlights

- **Community Service** – Actively serve your community through *Life Connected.* Service Days and an annual project to solve a City challenge or represent the youth of Celina.
- **Leadership Development** – Build essential leadership, communication, and decision-making skills through direct engagement with city leaders and the annual project.
- **Civic Engagement** – Engage with a variety of civic organizations, including the Chamber of Commerce and more.
- **Government Education** – Learn about city government operations, budgeting, public policy, and local leadership.
- **Career Exploration** – Meet with professionals in engineering, finance, accounting, planning, and various trades, getting exposure to career opportunities.

PROGRAM

- Participants: 15-20
- Not a Board or Commission – similar to Citizen's Government Academy
- Meet once per month on Monday evenings from October through April
  - First Semester – focus on education - core municipal functions and civic organizations
  - Second Semester – focus on completing a project for the community
    - Evaluate City events and make recommendations to engage students/youth
    - Propose features for Ousley Park to engage students/youth
    - Develop recommendations for future park and recreation facilities, equipment, and activities for students
- Participate in both *Life Connected*. Service Days

ELIGIBILITY

- Be a City of Celina resident between the ages of 14-19
- Be a student entering grades 9-12
- Participate in monthly meetings – can miss no more than three meetings
- Students are only eligible to participate for one term

SELECTION PROCESS

- August 11 – September 8 – application will be open
- September 15 – 26 – applications will be reviewed and evaluated by City staff
  - GPA
  - Current service in the community
  - Interest in community engagement and local government
  - What they hope to gain from the program
  - Reference
  - High school attended – seek representation from all high schools residents attend
- September 29 – applicants will be notified
- October 14 – City Council will recognize selected youth council members

CITY COUNCIL QUESTIONS

- Does City Council want to create a youth council?
- Should it be an academy similar to CGA or a formal board/commission?
- Does City Council have any feedback on the program approach (education, service, and a project)? Are there any other desired components to the program?
- Does City Council have any feedback on eligibility?
- Does City Council have any feedback on the selection process?

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Celina Youth Council

Mission

The Celina Youth Council engages high school students from across our City to promote community connection, civic engagement, service, and leadership—engaging the youth in our community to live *Life Connected*.

Program

- Participants: 15-20
- Not a Board or Commission – similar to Citizen's Government Academy
- Meet once per month on Monday evenings from October through April
    - First semester focuses on education, covering the core municipal functions, challenges facing Celina, and key civic organizations (Chamber, etc.).
    - Second semester focuses on completing a project for the community.
- Participate in both *Life Connected*. Service Days.

Highlights

- **Community Service** – Actively serve your community through *Life Connected.* Service Days and an annual project to solve a City challenge or represent the youth of Celina.
- **Leadership Development** – Build essential leadership, communication, and decision-making skills through direct engagement with city leaders and the annual project.
- **Civic Engagement** – Engage with a variety of civic organizations, including the Chamber of Commerce, Rotary, and more.
- **Government Education** – Learn about city government operations, budgeting, public policy, and local leadership.
- **Career Exploration** – Meet with professionals in engineering, finance, accounting, planning, and various trades, getting exposure to career opportunities.

Potential Projects

- Evaluate City events and make recommendations to engage students/youth.
- Propose features for Ousley Park to engage students.

- Develop recommendations for future park and recreation facilities, equipment, and activities for students.
- Solve: how to build a community high school students want to live in after high school/college.

Eligibility Requirements

- Be a City of Celina resident between the ages of 14-19.
- Be a student entering grades 9-12.
- Participate in monthly meetings – can miss no more than three meetings.
- Attend 2 Council Meetings: Tuesday, October 14 & Tuesday, May 12
- Obtain parental or guardian approval.
- Students are only eligible to participate for one term.

Selection Process

- August 11 - September 8 – application will be open
- September 15 - 26 – applications will be reviewed and evaluated by City staff, based on:
    - GPA
    - Current service in the community
    - Interest in community engagement and local government
    - What they hope to gain from the program
    - Reference
    - High school attended – seek representation from all high schools residents attend
- September 29 – applicants will be notified
- October 14 – City Council will recognize selected youth council members

Schedule

- **Tuesday, October 14:** Celina Youth Council Recognition at City Council
- **Monday, October 20:** City Overview Public Services Overview
- **TBD:** Life Connected. Service Day
- **Monday, November 17:** Public Safety Overview
- **Monday, December 15:** Public Services Overview Civic Organizations Overview
- **Monday, January 19:** Civic Organizations Overview and Celina Youth Council Project
- **Monday, February 16:** Celina Youth Council Project
- **Monday, March 23:** Celina Youth Council Project
- **TBD:** Life Connected Service Day
- **Monday, April 20:** Present Project to Staff & Mayor – Graduation Celebration
- **Tuesday, May 12:** Celina Youth Council Recognition at City Council

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Discussion regarding a Trafficking-Free Zone in the City of Celina. (Cullison)

Background Information:
In June 2025, Councilmember Wendie Wiggington and Councilmember Brandon Grumbles discussed establishing a Trafficking-Free Zone (TFZ) in the CIty of Celina. A TFZ is a program established by the U.S. Institute Against Human Trafficking (USIAHT). According to the USIAHT, the goal of the program is to reduce the number of human trafficking buyers, whose continuous financial investments create an illicit market for traffickers to exploit young victims.

According to USIAHT, the benefits of establishing a TFZ include the following:

- National recognition for the City's efforts to make the United States a trafficking-free zone.
- Make the City, as a workplace, a certified "safe zone" for City employees and patrons.
- Add the City and the City's logic to the USIAHT online directory.
- Receive a certified, digital badge to the City's website as well as a decal for the City's physical locations.
- The chance to publicly showcase that the City is fully engaged to end human trafficking.

The steps to becoming a TFZ include (1) signing a public proclamation, (2) having appropriate City employees go through online training to become a TFZ, (3) adding the City's logo and website to USIAHT's online directory of active TFZs and placing a window decal at City facilities, and (4) signing a pledge each year to renew the City's TFZ status.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff is seeking Council's feedback regarding the City becoming a TFZ.

TRAFFICKING FREE ZONE

City Council Meeting
July 8, 2025



BACKGROUND

- Councilmember Wendie Wiggington and Councilmember Brandon Grumbles discussed the City becoming a Trafficking Free Zone (TFZ) with the city manager and police chief.

- A TFZ is a program established by the U.S. Institute Against Human Trafficking (USIAHT).

- The goal of the program is to reduce human trafficking by reducing buyers engaged in activities which result in victims of human trafficking.

BENEFITS OF ESTABLISHING A TFZ

- National recognition for the City's efforts to make the United States a trafficking free zone
- Make the City, as a workplace, a certified "safe zone" for City employees and patrons
- Add the City and the City's logic to the USIAHT online directory
- Receive a certified, digital badge to the City's website as well as a decal for the City's physical locations
- The chance to publicly showcase that the City is fully engaged to end human trafficking

STEPS TO BECOMING A TFZ

To become a TFZ, the City needs to take the following steps:

1. Sign a public proclamation.

2. Have appropriate City employees go through online training to become a TFZ.

3. Add the City's logo and website to USIAHT's online directory of active TFZs and place a window decal at City facilities.

4. Sign a pledge each year to renew the City's TFZ status.

QUESTIONS AND FEEDBACK

Staff is seeking feedback and direction regarding the City establishing itself as a Trafficking Fee Zone.

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Discussion regarding Auto Dealerships. (McAfee)

Background Information:
Several auto dealerships are actively looking to develop in Celina. Currently, New Auto Sales are not allowed at any location by right other than within Industrial zoning districts. A Planned Development (PD) or a Specific Use Permit (SUP) would be required along with detailed layout and renderings for consideration on nearly every tract of land that is zoned commercial, retail, office, Dallas North Tollway Overlay (DNTO), or Collin County Overlay (CCOL) districts. While there are many positive and negative considerations to the land use, the primary question for discussion is to what extent and where dealerships should be located.

The feedback from the Planning & Zoning Commission at its regular meeting in June indicated that: dealerships should not be placed in the DNTO High-Rise Subzone or Regional Mixed-Use 1 as shown on the Future Land Use Plan (FLUP); that the DNTO Suburban Subzone is generally reasonable, depending; that the Outer Loop corridor is generally acceptable, depending; and that even within the Outer Loop and DNT suburban subzone, some locations may not work and should be further protected. The Commission preferred that dealerships be located more mid-block, rather than at intersections or hard corners, and reiterated that Celina's high design standards should be followed as closely as possible.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

AUTO DEALERSHIP

WORKSESSION DISCUSSION

City Council
July 8, 2025



BACKGROUND

- With Celina's large geographic footprint & extensive frontages on major regional roadways, it is expected that dealerships will want to develop
- Chevy, Honda, & GMC are all actively looking (*thru several, many agents*)
- McIlroy Chevrolet was located in Celina from 1956 to 2005
- New Auto Sales are not allowed "*by right*" anywhere in Celina other than in Industrial zoning districts
- PD/SUP is required for dealerships on nearly every tract of land that is zoned commercial, retail, office, DNTO, or CCOL

POLICY CONSIDERATIONS

Dealerships are not considered visually appealing land uses

- Celina's design standards are high
- Dealerships provide employment & a needed product/service
- Dealerships are not uncommon along major regional roadways
- Dealerships are active in the community (sponsorships, donations, etc.)

Passenger vehicles do not pay local sales tax (*but some other vehicle types do, such as boats, RVs, or heavy equipment*)

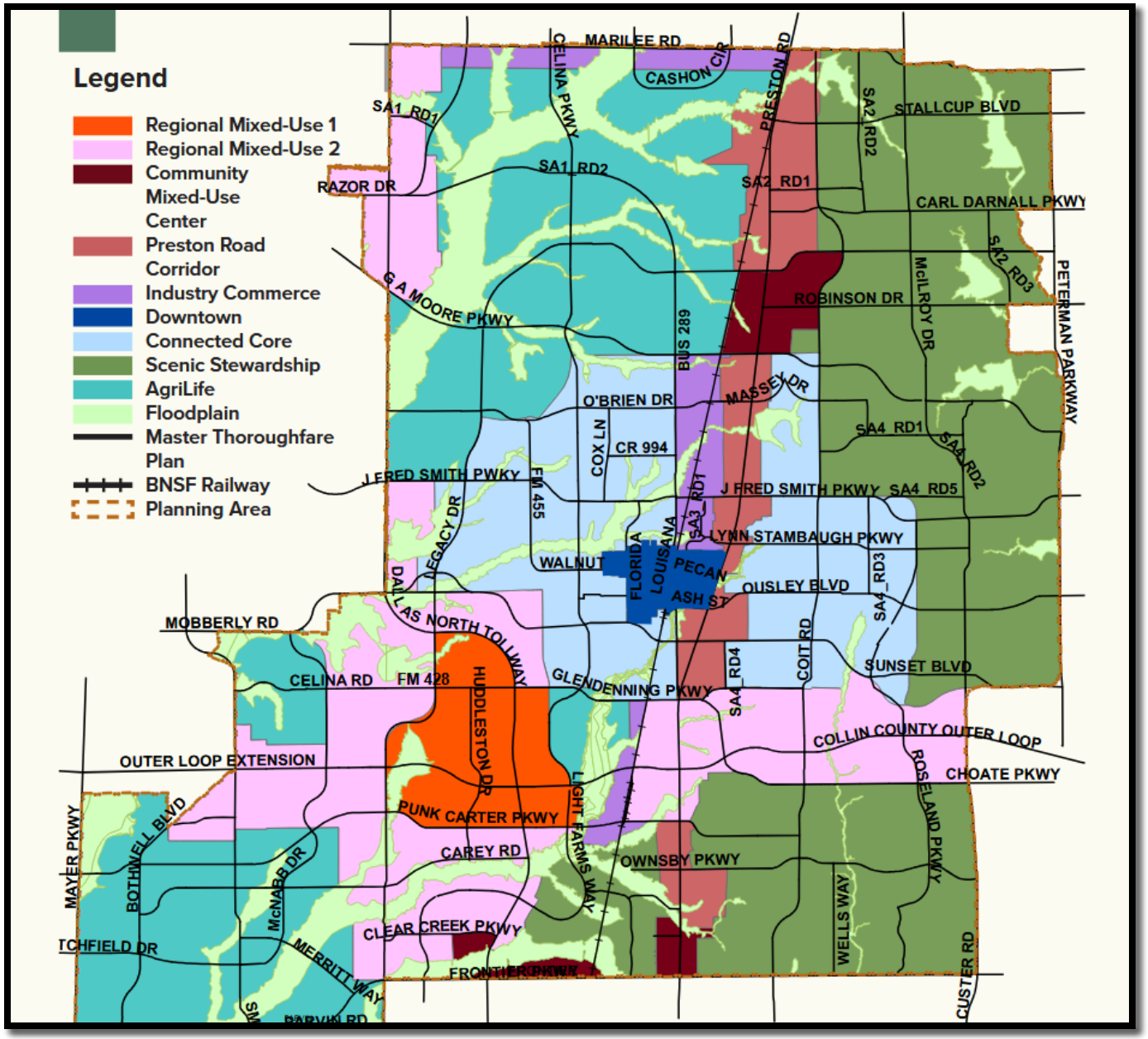
- Sales tax is collected on service parts
- Dealerships pay property tax and inventory tax

Concerns on an over-concentration of dealerships forming (e.g. U.S. 75)

- Texas state law applies a 15-mile "right to protest" (Texas Motor Vehicle Code)
- Prosper has 3 of the Big 5 brands on 380 (*Ford, Dodge, & Toyota*)
- Dealerships are sometimes "interim" land uses for 30-40 years

LOCATION CONSIDERATIONS

- Surface-level arterial roadways are not suggested for dealerships
- Major regional thoroughfares are expected as possible locations (CCOL, DNT), but to what extent & where?
- Smaller brands are also expected to want to develop over time, if some even come at all
- Smaller brands may have a larger buffer applied from corporate regulations
- Typical dealership size is approximately 15-ish acres
- Dealership conversations, thus far, have all been within the RMU1 and High-Rise subzone of the DNTO


Legend
Regional Mixed-Use 1
Regional Mixed-Use 2
Community Mixed-Use Center
Preston Road Corridor
Industry Commerce
Downtown
Connected Core
Scenic Stewardship
AgriLife
Floodplain
Master Thoroughfare Plan
BNSF Railway
Planning Area
MARILEE RD
CASHON CIR
CELINA PKWY
PRESTON RD
SA1_RD1
SA2_RD2
STALLCUP BLVD
SA1_RD2
RAZOR DR
SA2_RD1
CARL DARNALL PKWY
SA2_RD3
PETERMAN PARKWAY
S A MOORE PKWY
ROBINSON DR
McILRDY DR
BUS 289
O'BRIEN DR
MASSEY DR
SA4_RD1
SA4_RD2
COX LN
CR 994
J FRED SMITH PWKY
FM 455
J FRED SMITH PKWY
SA4_RD5
SA3_RD1
LEGACY DR
LYNN STAMBAUGH PKWY
WALNUT
FLORIDA
LOUISIANA
PECAN
ASH ST
OUSLEY BLVD
SA4_RD3
DALLAS NORTH TOLLWAY
MOBBERLY RD
COIT RD
SUNSET BLVD
CELINA RD
FM 428
HUDDLESTON DR
GLENDENNING PKWY
SA4_RD4
COLLIN COUNTY OUTER LOOP
OUTER LOOP EXTENSION
ROSELAND PKWY
CHOATE PKWY
LIGHT FARMS WAY
PUNK CARTER PKWY
MAYER PKWY
BOTHWELL BLVD
CAREY RD
McNABB DR
OWNSBY PKWY
CLEAR CREEK PKWY
TCHFIELD DR
MERRITT WAY
WELLS WAY
CUSTER RD
FRONTIER PKWY
PARVIN RD

REGIONAL MIXED-USE 1 (RMU1)

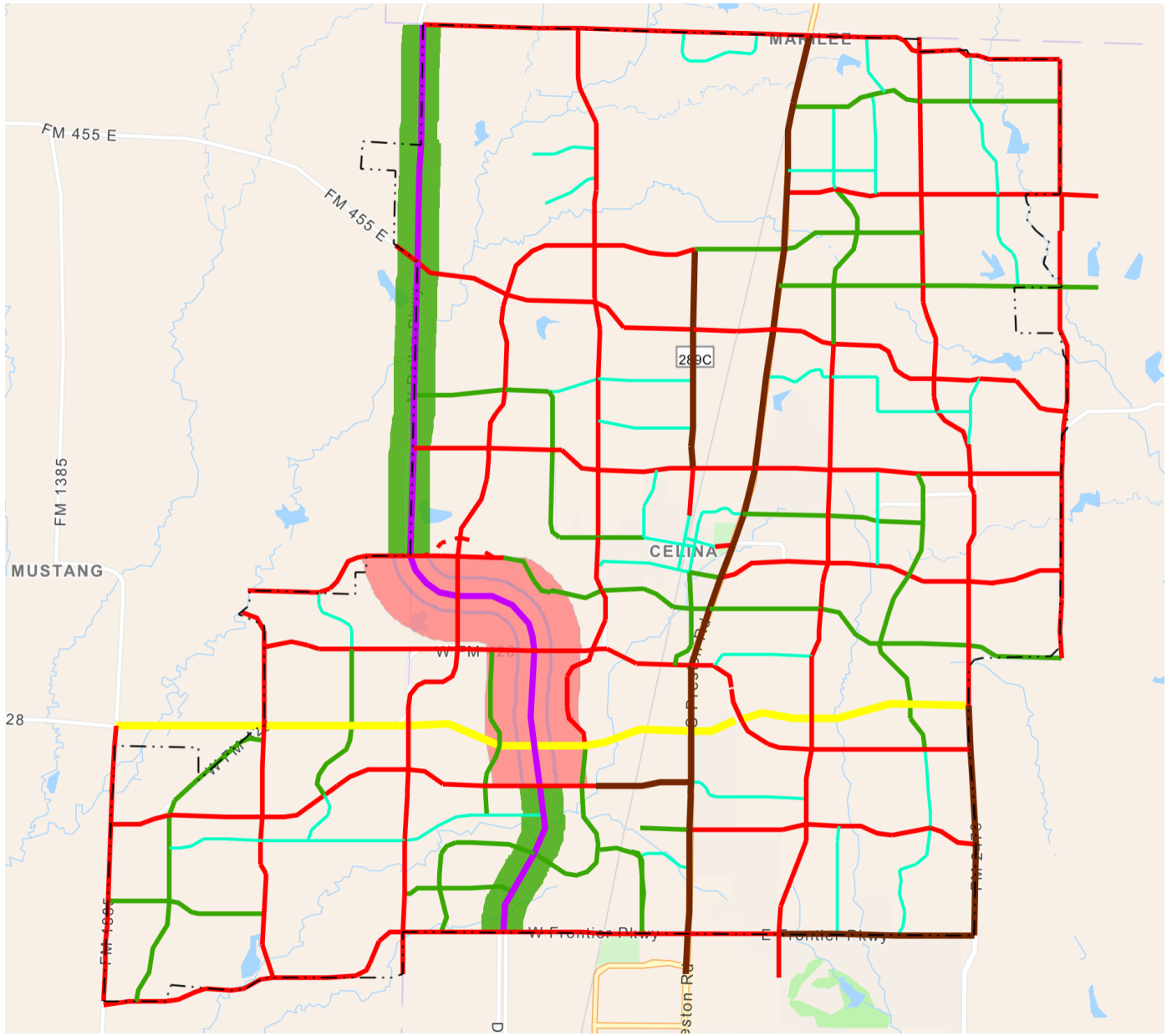
Regional Mixed-Use 1 is located at the intersection of the Dallas North Tollway and the Collin County Outer Loop alignment. This major regional activity center is anticipated to include the most intense land uses within the planning area and to accommodate the greatest building heights. Pedestrians will be a top priority, with walkable multi-story buildings and continuous shade. Envisioned as a major employment and entertain destination, a welcoming environment is reflected in an abundance of amenities and extensive landscaping.



REGIONAL MIXED-USE 2 (RMU2)

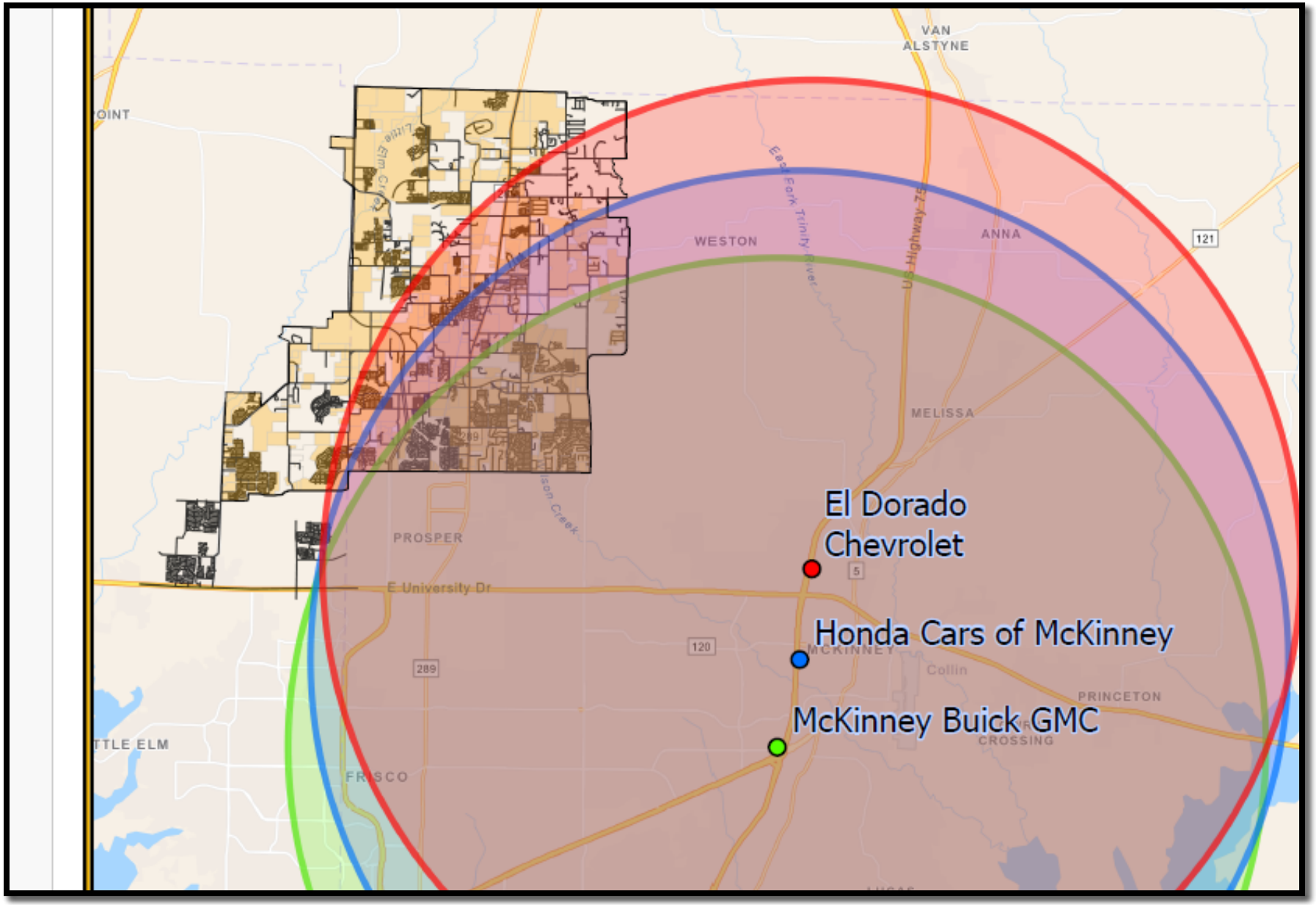
Regional Mixed-use 2 serves as a continuation of Regional Mixed-use 1 (RMU1) and a offers a functional buffer between higher intensity and lower intensity areas. Development is anticipated to be similar to RMU1 with walkable multi-story development and significant open spaces.



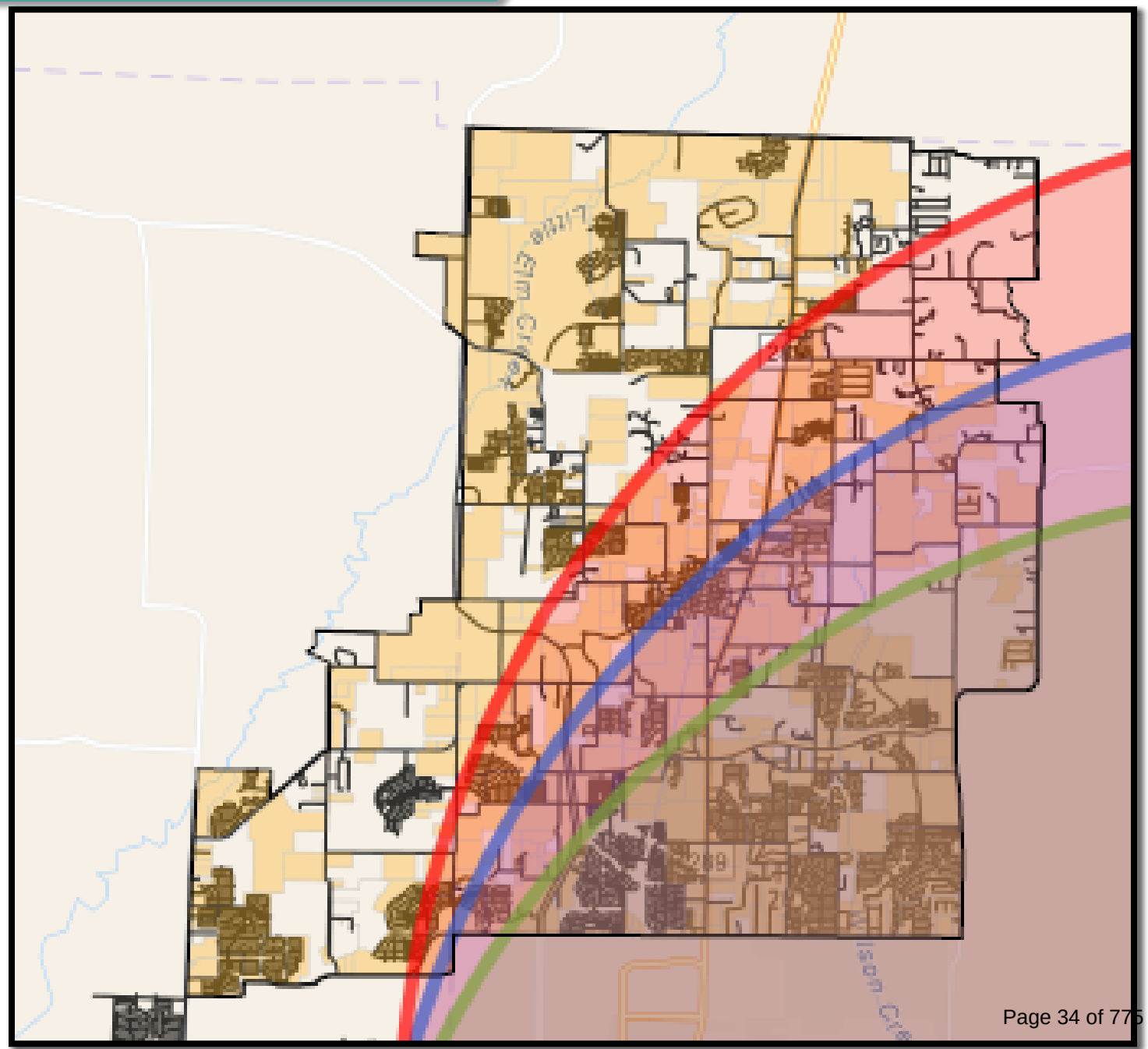


High Rise Zone - 2500 ft

Suburban Zone - 1000 ft


VAN ALSTYNE
WESTON
ANNA
MELISSA
PROSPER
E University Dr
El Dorado Chevrolet
Honda Cars of McKinney
McKinney Buick GMC
PRINCETON
CROSSING
FRISCO
121
120
289
5

Staff has received varying feedback regarding how strictly the 15-mile “right to protest” buffer applies



P&Z DISCUSSION

The Planning & Zoning Commission provided the following high-level feedback at its regular meeting in June:

- Dealerships should not be placed in the DNTO High-Rise Subzone or Regional Mixed-Use 1 as shown on the Future Land Use Plan (FLUP)
- The DNTO Suburban Subzone is reasonable, depending
- The Outer Loop corridor is generally acceptable, depending
- Even within the Outer Loop and DNT suburban subzone, some locations may not work and should be further protected
- The preference for dealerships is to be more mid-block, rather than at intersections or hard corners
- Celina's high design standards should be followed as closely as possible

NEXT STEPS

- Discussion & Feedback
- Recommendation on where New Auto Sales should be located in Celina

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Discussion regarding water and wastewater impact fees. (Glasgow)

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

On June 11, 2024, the Celina City Council approved a contract from Freese and Nichols, Inc., for the Water and Wastewater Impact Fee update. This discussion item will provide a summary of the project's progress to date.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

WATER AND WASTEWATER IMPACT FEE COUNCIL WORK SESSION

July 8, 2025



FREESE AND NICHOLS

TONIGHT'S AGENDA

1 Impact Fee Process
2 Land Use Assumptions
3 Water Demand and Wastewater Flow Projections
4 Water and Wastewater CIP
5 Service Unit Equivalent
6 Impact Fee Recommendation
7 Action and Next Steps

FREESE AND NICHOLS

TONIGHT'S AGENDA

1 **Impact Fee Process**
2 Land Use Assumptions
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FREESE AND NICHOLS

CAPITAL IMPROVEMENT ADVISORY COMMITTEE (CIAC)

Roles of CIAC

- Oversee development of impact fees
- Review land use assumptions and CIP development
- File written comments and provide recommendation to City Council on impact fee program



FREESE AND NICHOLS

IMPACT FEE PROCESS

Develop Land Use Assumptions	• Determine existing customer base • Estimate residential and non-residential growth over next 10-years • Develop water demand and wastewater flow projections
Update Capital Improvement Plans	• Utilize Land Use Assumptions to determine required system improvements to serve 10-year growth
Conduct Impact Fee Calculations	• Determine 10-year capacity utilization for projects • Establish growth in Service Unit Equivalents (SUEs) • Calculate maximum allowable impact fee
Stakeholder Meetings	• Two CIAC meetings • One City Council Work Session
Public Hearing and Adoption of Ordinance	• *Public Hearing requires 30-day public notice* • Presentation to City Council

SENATE BILL 1883

- Signed in House and Senate on 5/22
- Expected to be signed by the Governor
- Bill takes effect 9/1/2025
- 90-day grace period for some aspects, but not all (financial audit)
- Conclusion: plan to adopt before September 1st

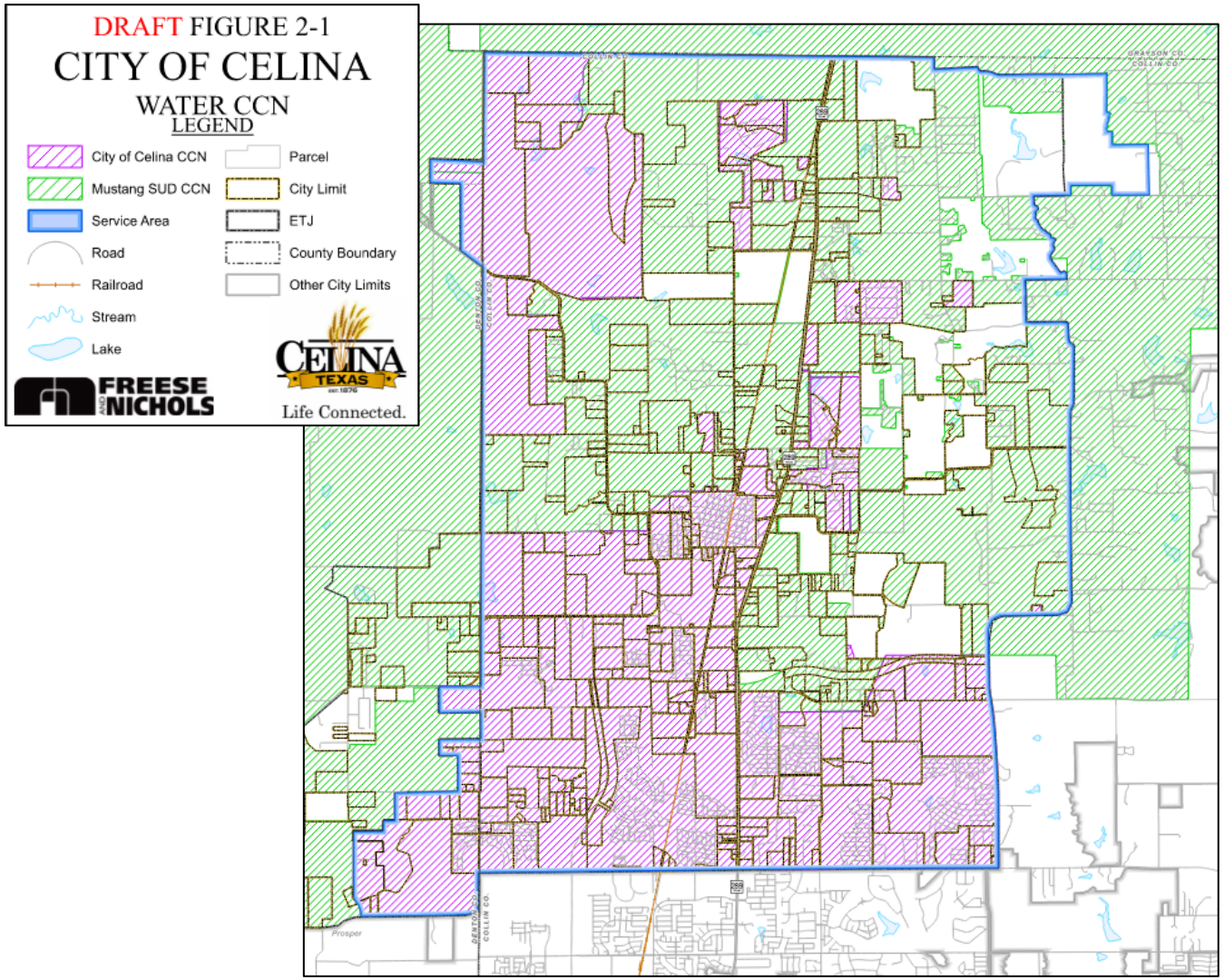


TONIGHT'S AGENDA

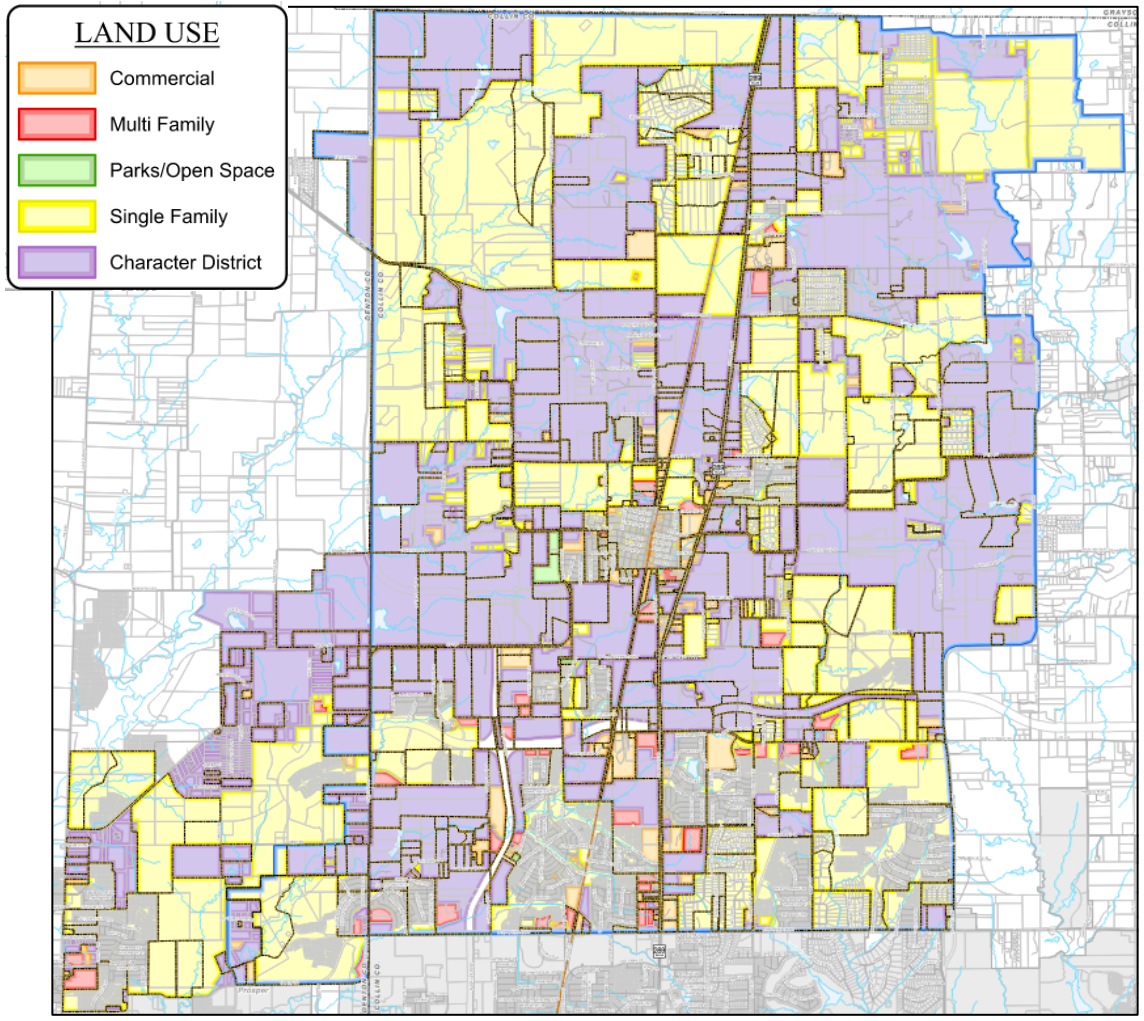
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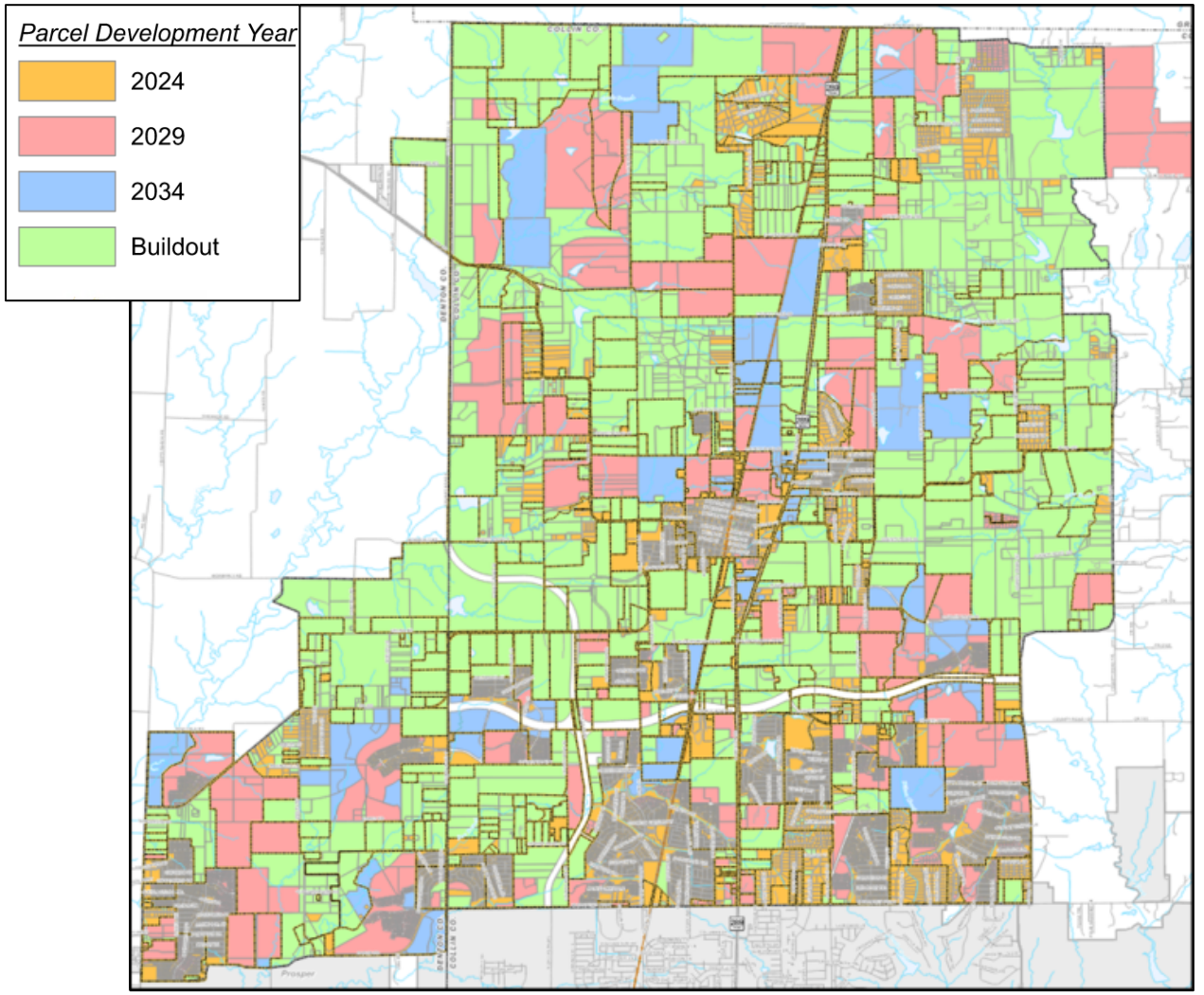
SERVICE AREAS

- Water/Wastewater service area is city limits plus ETJ
- One service area for water and wastewater

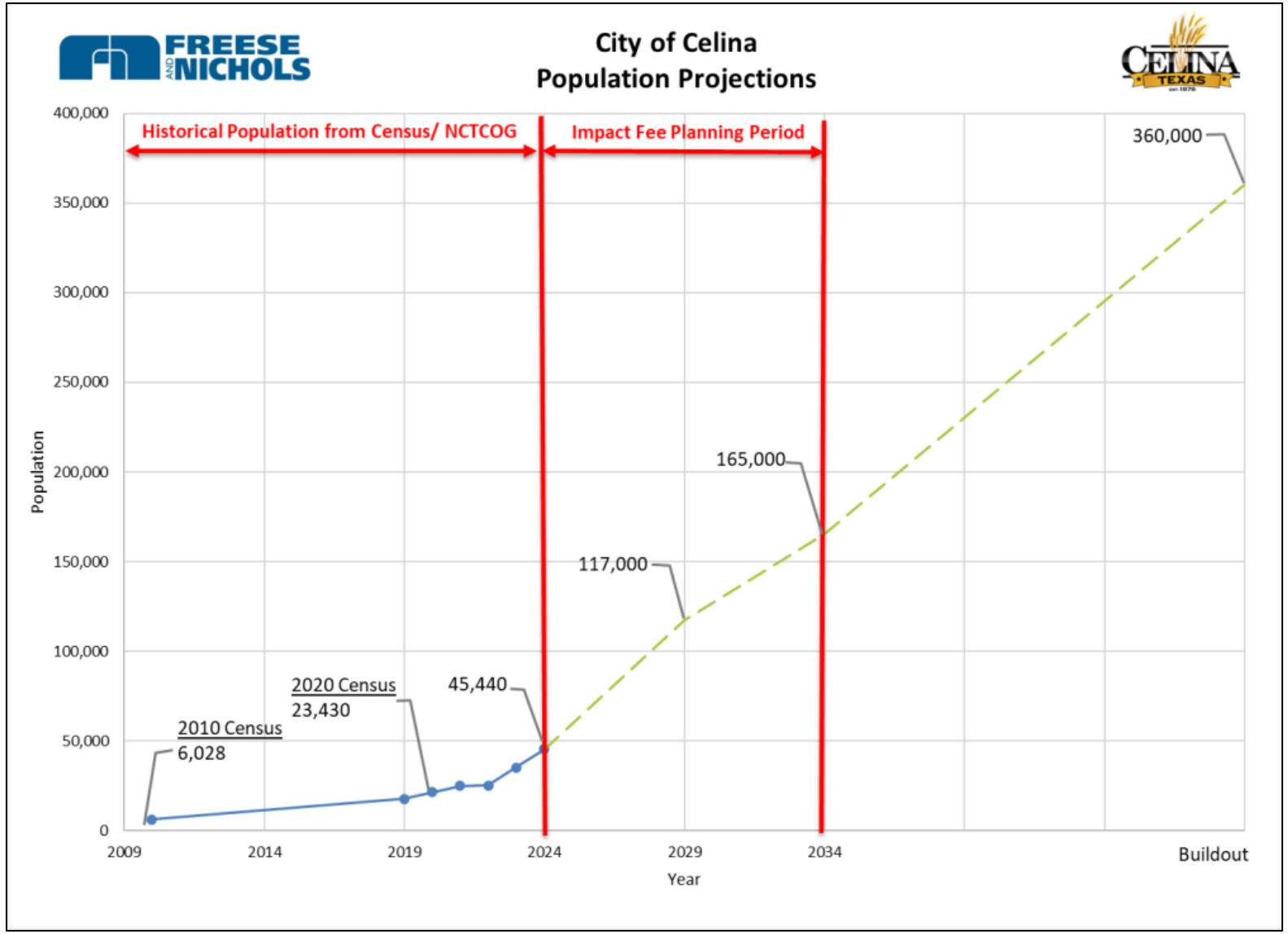


DEVELOPMENT BY PARCEL

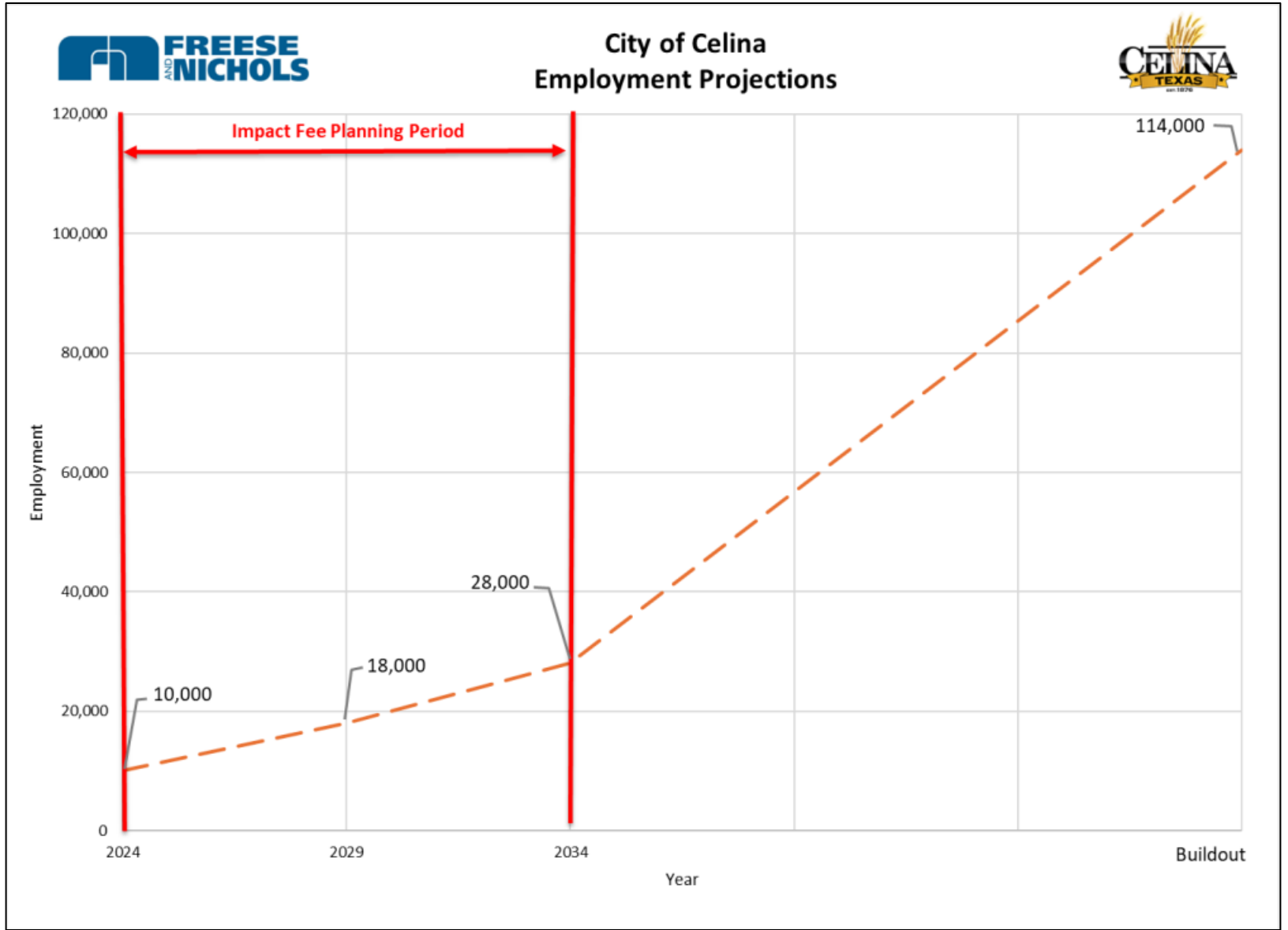




HISTORICAL AND PROJECTED POPULATION



PROJECTED EMPLOYMENT



LAND USE SUMMARY

Population				
Service Area	2024 Population	2034 Population	Net Gain	Annual Percent Growth
Water/Wastewater	45,440	165,000	126,560	14%

Employment				
Service Area	2024 Employment	2034 Employment	Net Gain	Annual Percent Growth
Water/Wastewater	10,000	28,000	18,000	11%

TONIGHT'S AGENDA

1 Impact Fee Process
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WATER DEMAND PROJECTIONS

- Includes residential growth
- Established overall per capita usage rate per person based on historical data

Year	Pressure Plane	Population	Employees	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hour Demand (MGD)
2024	Low	24,337	5,500	3.7	7.7	14.6
	High	21,103	4,500	3.2	6.6	12.6
	Total	**45,440**	**10,000**	**6.8**	**14.3**	**27.2**
2029	Low	57,000	10,000	8.6	18.0	34.1
	High	60,000	8,000	9.0	18.9	35.9
	Total	**117,000**	**18,000**	**17.6**	**36.9**	**70.0**
2034	Low	82,000	12,000	12.3	25.8	49.1
	High	83,000	16,000	12.5	26.1	49.7
	Total	**165,000**	**28,000**	**24.8**	**52.0**	**98.8**

WASTEWATER FLOW PROJECTIONS

- Established per capita usage rate per person based on historical data
- Peak Daily Wet Weather Flow is based on a peaking factor of 4.

Year	Sewer Basins	Population	Employees	Average Day Flow (MGD)	Peak Daily Wet Weather Flow (MGD)
2024	Downtown	7,261	3,000	0.8	3.2
	UTRWD/Smiley	37,196	5,000	3.9	15.6
	Legacy Hills	983	2,000	0.1	0.4
	Total	**45,440**	**10,000**	**4.8**	**19.2**
2029	Downtown	22,000	6,000	2.4	9.6
	UTRWD/Smiley	69,000	10,000	7.3	29.2
	Legacy Hills	21,000	1,500	2.1	8.4
	Mesquoakee	5,000	500	0.5	2.0
	Total	**117,000**	**18,000**	**12.3**	**49.2**
2034	Downtown	33,000	14,000	3.6	14.4
	UTRWD/Smiley	89,000	12,000	9.3	37.2
	Legacy Hills	28,000	1,000	2.9	11.6
	Mesquoakee	6,000	500	0.7	2.8
	Rasor Ranch	9,000	500	0.9	3.6
	Total	**165,000**	**28,000**	**17.4**	**69.6**

TONIGHT'S AGENDA

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WATER IF CIP

DRAFT FIGURE 3-1

CITY OF CELINA

WATER SYSTEM
IMPACT FEE ELIGIBLE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Existing Impact Fee Eligible Improvements
- Ground Storage Tank
- Elevated Storage Tank
- Pump Station
- Water Line

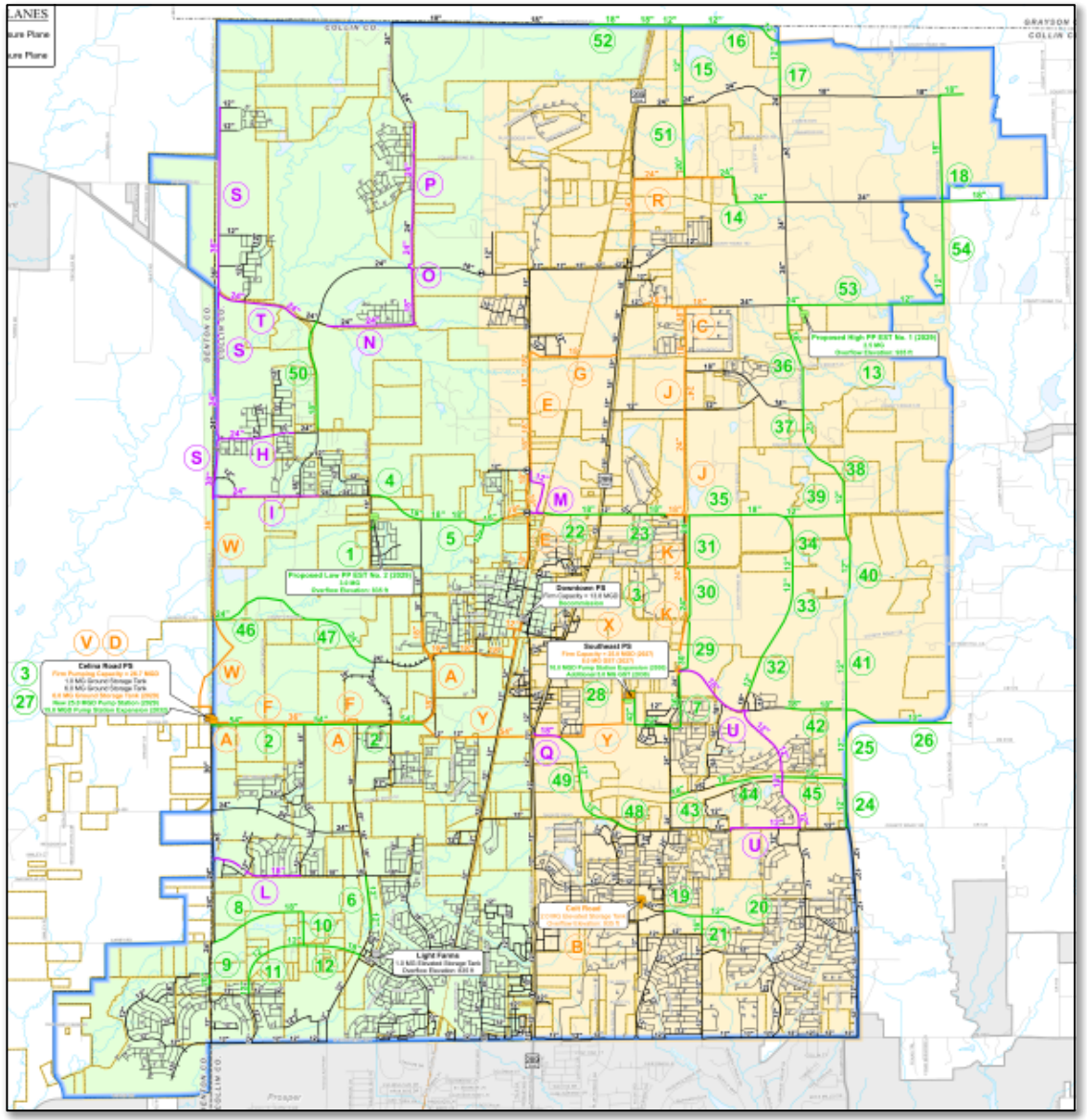
Proposed Impact Fee Eligible Improvements
- Ground Storage Tank
- Elevated Storage Tank
- Water Line

Developer Funded Improvements
- Water Line

*Existing Water System**
- Ground Storage Tank
- Elevated Storage Tank
- Pressure Reducing Valve
- Pump Station
- 10" and Smaller Water Line
- 12" and Larger Water Line
- UTRWD Supply Transmission Line
- Road
- Railroad
- Stream
- Lake
- Service Area
- City Limit
- Other City Limit
- County Boundary

CELINA TEXAS est. 1876
Life Connected.

FREESE AND NICHOLS



FREESE AND NICHOLS

WASTEWATER CIP MAP

DRAFT FIGURE 3-2

CITY OF CELINA

WASTEWATER SYSTEM

IMPACT FEE ELIGIBLE

CAPITAL IMPROVEMENT PLAN

LEGEND

*Existing Wastewater System **

- Manhole
- Lift Station
- Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- 10" and Smaller Force Main
- 12" and Larger Force Main
- Service Area
- Road
- Railroad
- Stream
- Lake
- City Limit
- Other City Limit
- County Boundary

CELINA TEXAS est 1876

FREESE AND NICHOLS

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PROPOSED IMPROVEMENTS

Existing Impact Fee Eligible Improvements

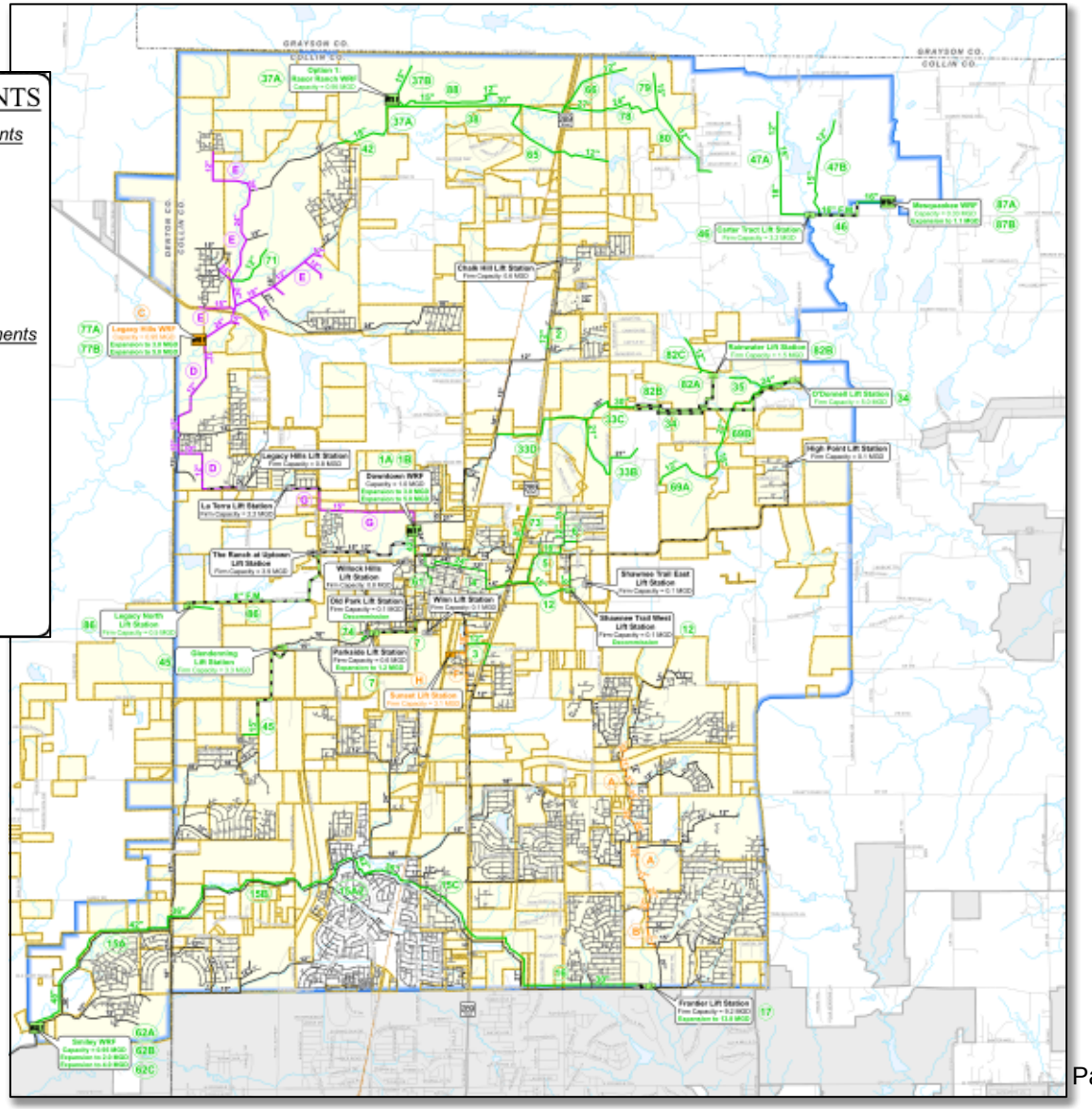
- Lift Station
- Water Reclaimation Facility
- Wastewater Line
- Force Main

Proposed Impact Fee Eligible Improvements

- Lift Station
- Water Reclaimation Facility
- Wastewater Line
- Force Main

Developer Funded Improvements

- Wastewater Line
- Force Main



FREESE AND NICHOLS

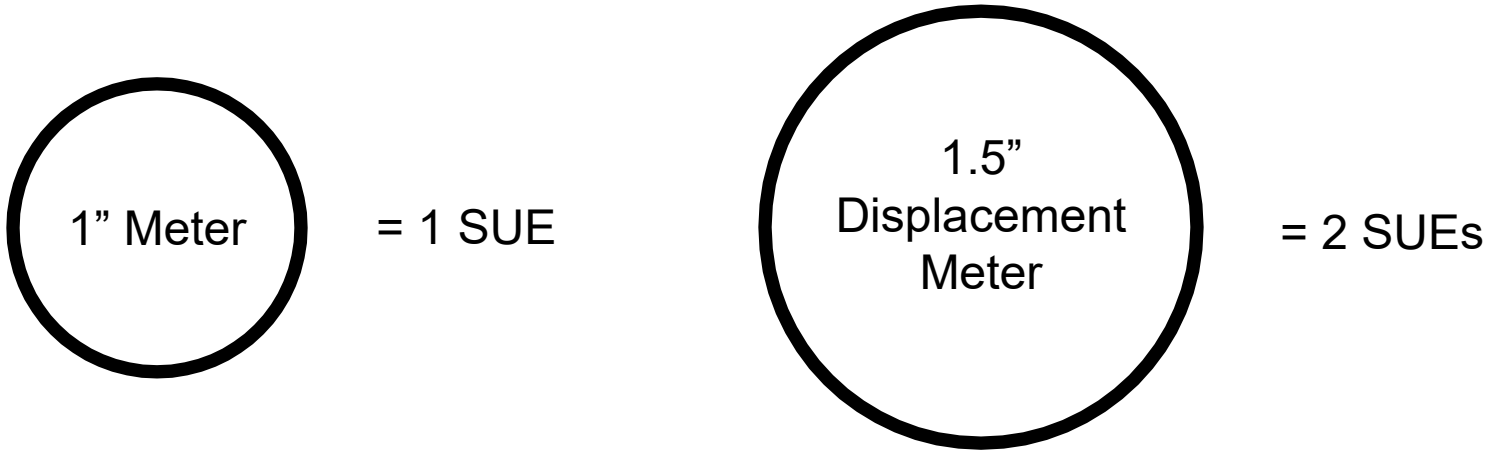
GARVER

TONIGHT'S AGENDA

1 Impact Fee Process
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WATER AND WASTEWATER SERVICE UNITS

- SUE = Service Unit Equivalent
- 1-inch water meter is the standard service unit
- Equivalence established to scale to other meters
  - Based on meter size and type
- Wastewater service units equal to water service



SERVICE UNIT EQUIVALENCIES (SUE)

- Using AWWA Safe Maximum Operating Capacity
- Water and wastewater SUE growth equal

Meter Size	Meter Type	Safe Maximum Operating Capacity (gpm)[1]	SUE
3/4”	Displacement	25	0.6
3/4"	Electromagnetic and Ultrasonic	25	0.6
1”	Displacement	40	1.0
1"	Electromagnetic and Ultrasonic	40	1.0
1-1/2"	Displacement	50	1.3
1-1/2"	Compound	160	4.0
1-1/2”	Turbine	100	2.5
2"	Displacement	100	2.5
2"	Compound	160	4.0
2"	Turbine	160	4.0
3"	Compound	320	8.0
3"	Turbine	350	8.8
4"	Compound	500	12.5
6”	Compound	1,000	25.0
8”	Compound	1,600	40.0
10”	Compound	2,300	57.5

[1] Safe maximum operating capacity is based on AWWA standards C700 and C710 (Displacement Meters), C702 (Compound Meters), C701 (Turbine)

FREESE AND NICHOLS

PROJECTED SERVICE UNITS - RESIDENTIAL

- Growth rates were applied to 2024 meter counts to get 2034 meter counts
- Meter counts shifted to match updated city standard
- Cost of IF projects divided by total number of SUEs

Residential Meters						
Meter Size	Meter Type	2024 Meters	2024 SUEs	2034 Meters	2034 SUEs	Projected Growth in SUEs
3/4"	Displacement	332	208	332	208	0
3/4"	Electromagnetic and Ultrasonic	2,284	1,428	2,284	1,428	0
1"	Displacement	6,459	6,459	24,327	24,327	17,868
1"	Electromagnetic and Ultrasonic	2,890	2,890	16,504	16,504	13,614
1 1/2"	Compound	2	8	7	29	21
2"	Compound	1	4	4	15	11
Total		**11,968**	**10,996**	**43,458**	**42,509**	**31,513**

FREESE AND NICHOLS

PROJECTED SERVICE UNITS - NONRESIDENTIAL

- Growth rates were applied to 2024 meter counts to get 2034 meter counts
- Meter counts shifted to match updated city standard
- Cost of IF projects divided by total number of SUEs

Non-Residential Meters						
Meter Size	**Meter Type**	**2024 Meters**	**2024 SUEs**	**2034 Meters**	**2034 SUEs**	**Projected Growth in SUEs**
3/4”	Displacement	34	21	34	21	0
3/4"	Electromagnetic and Ultrasonic	135	84	135	84	0
1”	Displacement	454	454	454	454	0
1"	Electromagnetic and Ultrasonic	62	62	62	62	0
1 1/2"	Turbine	6	15	6	15	0
1 1/2"	Compound	84	336	1,479	5,916	5,580
2"	Turbine	7	28	7	28	0
2"	Compound	300	1,200	853	3,410	2,210
3"	Compound	117	936	328	2,621	1,685
4"	Compound	14	175	39	490	315
Total		**1,213**	**3,312**	**3,396**	**13,102**	**9,790**

IMPACT FEE CALCULATIONS

- Impact Fees calculated by dividing eligible CIP by growth in service units
- Only percent of project utilized in the 10-year period is eligible
- Credit of 50% for the portion of ad-valorem taxes generated by CIP improvements
- Fee collection can be less than maximum

$$\textbf{Impact Fee Per Service Unit} = \frac{\textbf{Eligible CIP Cost}}{\textbf{New Service Units}} \times 50\%$$

FREESE AND NICHOLS

TONIGHT'S AGENDA

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WATER IMPACT FEE CALCULATIONS

Water Impact Fee	
Total Eligible Capital Improvement Costs	$335,095,866
Total Eligible Financing Costs	$209,745,676
Total Eligible Impact Fee Costs	$544,841,542
Growth in Service Units	41,304
Maximum Water Impact Fee per Service Unit (1)	$13,191
Impact Fee Credit per Service Unit (2)	$6,596
Maximum Allowable Water Impact Fee (3)	**$6,596(4)**
Maximum Allowable Water Impact Fee from Previous Update (2021)	$4,400(4)

(1) Total Eligible Costs divided by the Growth in Service Units.
(2) Credit is 50% of Maximum Water Impact Fee per Service Unit.
(3) Maximum Allowable Water Impact Fee is Maximum Water Impact Fee per Service Unit minus the Impact Fee Credit per Service Unit.
(4) Based on a 1-inch meter

FREESE AND NICHOLS

WASTEWATER IMPACT FEE CALCULATIONS

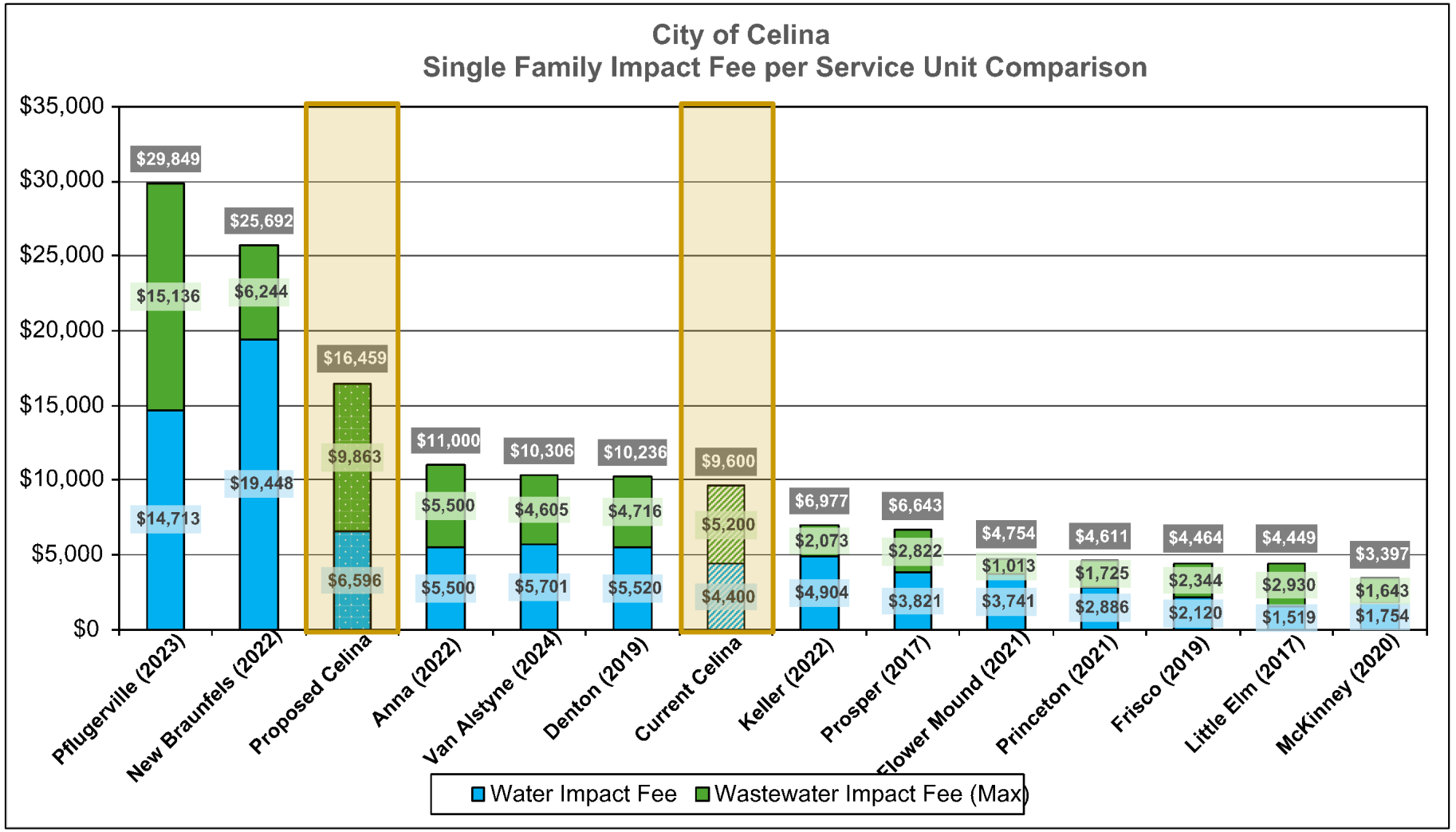
Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	$486,694,297
Total Eligible Financing Costs	$328,096,099
Total Eligible Impact Fee Costs	$814,790,396
Growth in Service Units	41,304
Maximum Wastewater Impact Fee per Service Unit (1)	$19,727
Impact Fee Credit per Service Unit (2)	$9,863
Maximum Allowable Wastewater Impact Fee (3)	**$9,863(4)**
Maximum Allowable Wastewater Impact Fee from Previous Update (2021)	$5,200(4)

(1) Total Eligible Costs divided by the Growth in Service Units.
(2) Credit is 50% of Maximum Wastewater Impact Fee per Service Unit.
(3) Maximum Allowable Wastewater Impact Fee is Maximum Wastewater Impact Fee per Service Unit minus the Impact Fee Credit per Service Unit.
(4) Based on a 1-inch meter

FREESE AND NICHOLS

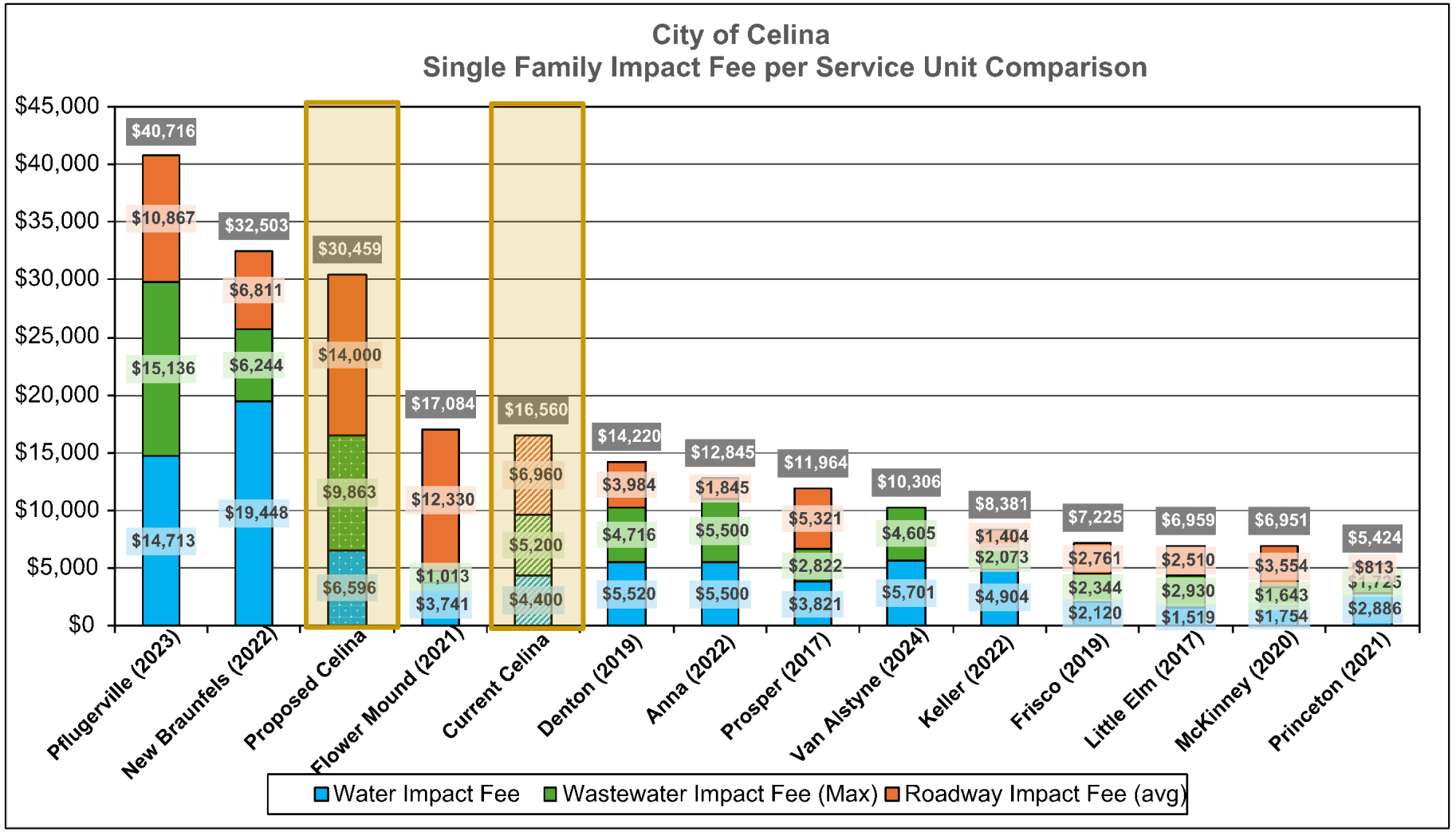
BENCHMARKING (WATER/WASTEWATER)

Water, Wastewater Impact Fee Comparison with Other Cities for One Single-Family Dwelling Unit



BENCHMARKING (WITH ROADWAY)

Water, Wastewater and Roadway Impact Fee Comparison with Other Cities for One Single-Family Dwelling Unit

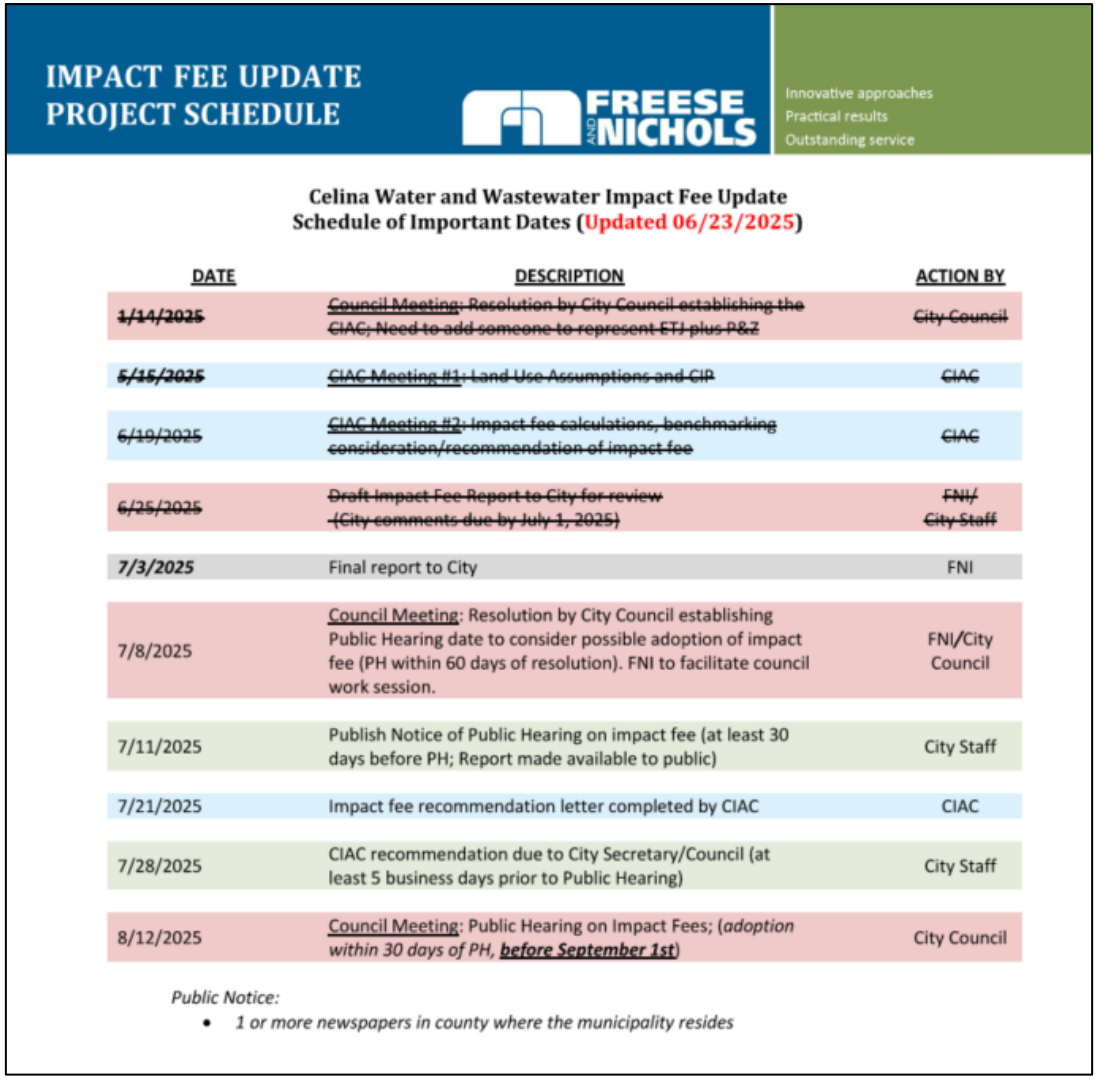


TONIGHT'S AGENDA

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FREESE AND NICHOLS

IMPACT FEE PROGRAM DEVELOPMENT SCHEDULE



IMPACT FEE UPDATE PROJECT SCHEDULE

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

Celina Water and Wastewater Impact Fee Update
Schedule of Important Dates (Updated 06/23/2025)

DATE	DESCRIPTION	ACTION BY
~~1/14/2025~~	~~Council Meeting: Resolution by City Council establishing the CIAC; Need to add someone to represent ETJ plus P&Z~~	~~City Council~~
~~5/15/2025~~	~~CIAC Meeting #1: Land Use Assumptions and CIP~~	~~CIAC~~
~~6/19/2025~~	~~CIAC Meeting #2: Impact fee calculations, benchmarking consideration/recommendation of impact fee~~	~~CIAC~~
~~6/25/2025~~	~~Draft Impact Fee Report to City for review (City comments due by July 1, 2025)~~	~~FNI/ City Staff~~
7/3/2025	Final report to City	FNI
7/8/2025	Council Meeting: Resolution by City Council establishing Public Hearing date to consider possible adoption of impact fee (PH within 60 days of resolution). FNI to facilitate council work session.	FNI/City Council
7/11/2025	Publish Notice of Public Hearing on impact fee (at least 30 days before PH; Report made available to public)	City Staff
7/21/2025	Impact fee recommendation letter completed by CIAC	CIAC
7/28/2025	CIAC recommendation due to City Secretary/Council (at least 5 business days prior to Public Hearing)	City Staff
8/12/2025	Council Meeting: Public Hearing on Impact Fees; (*adoption within 30 days of PH, **before September 1st***)	City Council

Public Notice:

- *1 or more newspapers in county where the municipality resides*

FREESE AND NICHOLS

NEXT STEPS

- Finalize Impact Fee Report
- Public Hearing on Impact Fees, scheduled for 8/12
- Impact Fee adoption before 9/1

FREESE AND NICHOLS

DISCUSSION

- Questions?


CELINA
TEXAS
EST. 1876
Life Connected.

Life Connected.

Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Steve Walsh, Director of Parks and Recreation
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Discussion regarding the development of Ousley Park. (Walsh)

Background Information:
Development of Ousley Park is continuing to progress. Staff have reached a point in the design process at which important decisions need to be made regarding a necessary fire lane and preservation of the original athletic training facility, future installation of bleachers at Bobcat Stadium, the refurbishment of the press box, and the refurbishment of the state championship signs located on site. Staff will review each of these issues, as well as the associated cost of various options, with the Council to determine the Council's direction.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

OUSLEY PARK DEVELOPMENT

July 8, 2025

Kimberly Brawner, P.E., ACM – Public Services
Steve Walsh, Director of Parks & Recreation



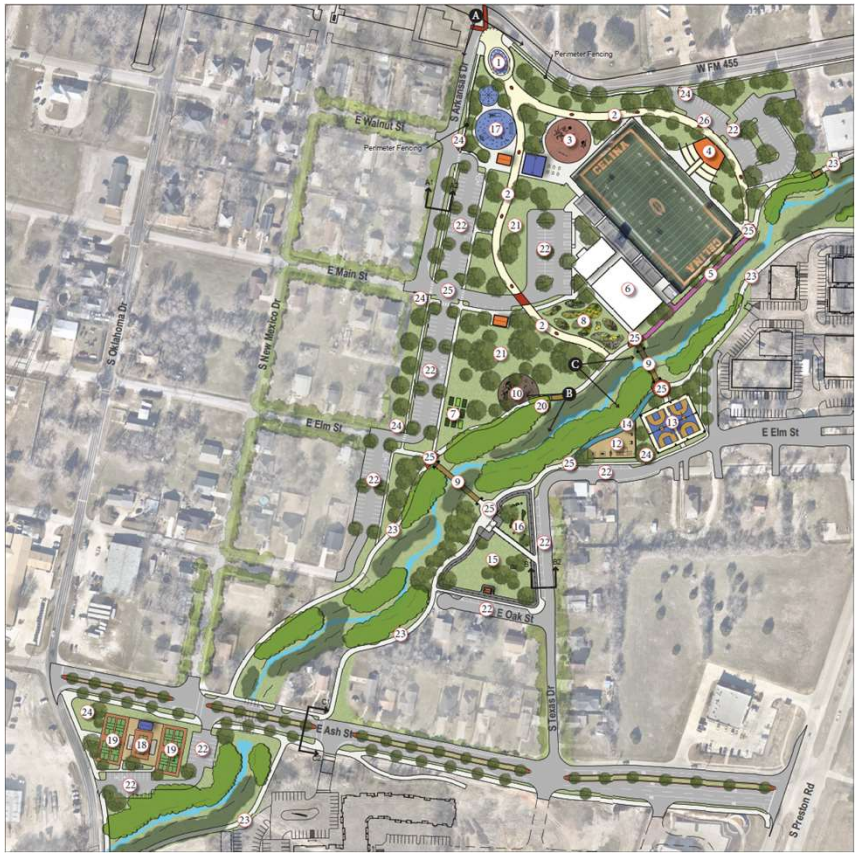
LOCATION MAP



TONIGHT'S AGENDA

1. Ralph O'Dell Senior Center & Park Admin
2. Trail & Stream Restoration Project
3. Emergency Services Access
4. Press Box Refurbishment
5. Bleachers at Old Bobcat Stadium
6. Championship & Historical Signage
7. Ousley Park Design

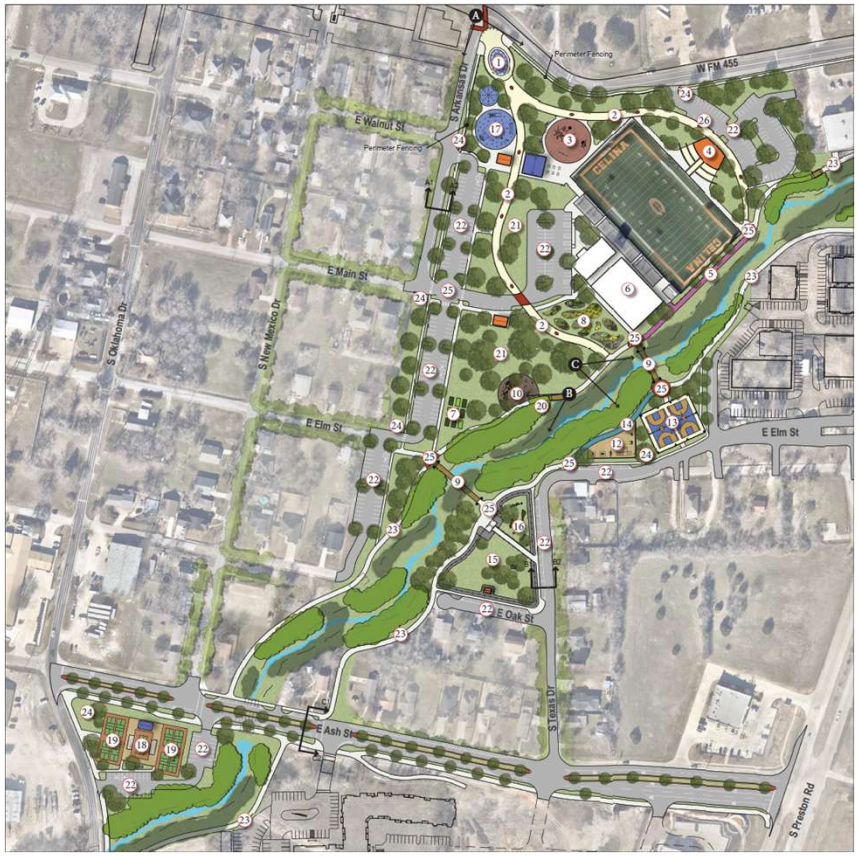
Goal: Seek direction from Council to ensure staff are honoring and recognizing the important history of Bobcat Stadium. Staff will implement feedback into final design packages.



TONIGHT'S AGENDA

1. **Ralph O'Dell Senior Center & Park Admin**
2. Trail & Stream Restoration Project
3. Emergency Services Access
4. Press Box Refurbishment
5. Bleachers at Old Bobcat Stadium
6. Championship & Historical Signage
7. Ousley Park Design

Goal: Update Council & residents of latest developments.



CURRENT UPDATES

Ralph O'Dell Senior Center

- 30% increase in monthly visitation
- More than 125 scheduled activities offered in June

Parks Admin Building:

- Demolition of existing structure begins this month
- Staff to provide Senior Center members with updates
- Wall Signing Ceremony to be scheduled in coming month

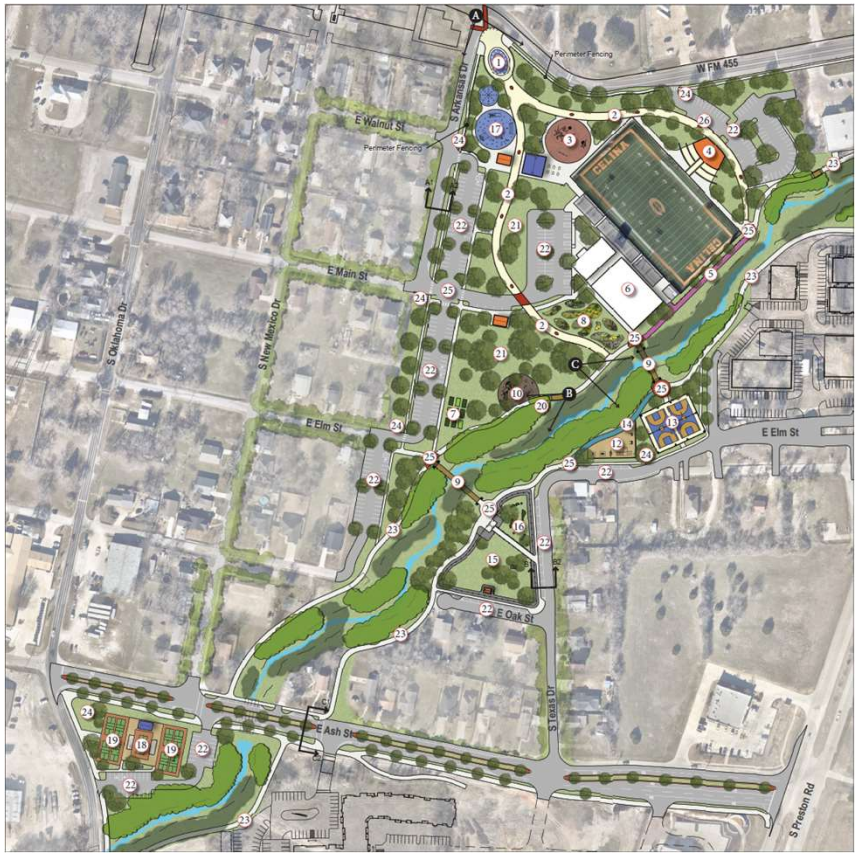


2025 Valentines Day Dance

TONIGHT'S AGENDA

1. Ralph O'Dell Senior Center & Park Admin
2. **Trail & Stream Restoration Project**
3. Emergency Services Access
4. Press Box Refurbishment
5. Bleachers at Old Bobcat Stadium
6. Championship & Historical Signage
7. Ousley Park Design

Goal: Update on recent development.

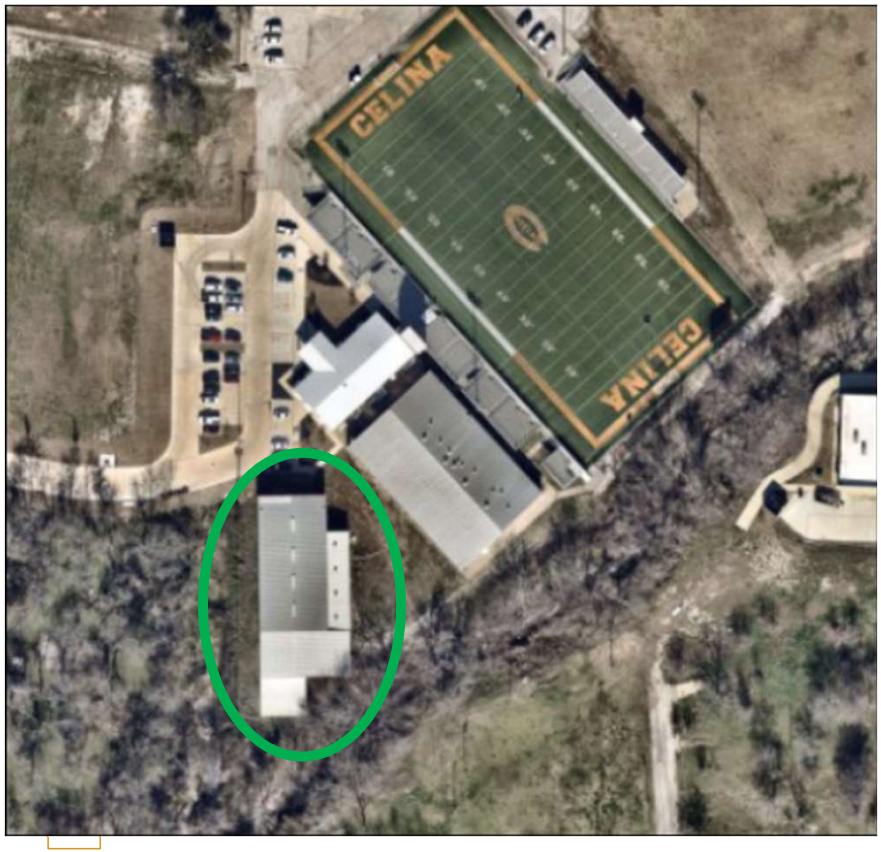


OUSLEY PARK TRAIL & STREAM RESTORATION

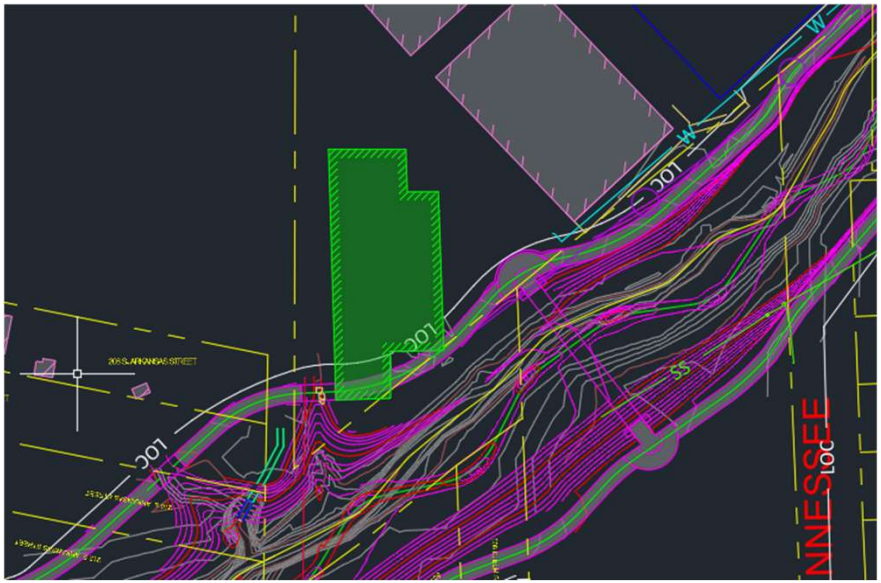
- Received USACE permit
- Plans being finalized for bid
- Trails on both sides of the creek totaling approximately 1 mile
- Two pedestrian bridges crossing the stream
- 18-month construction schedule



OUSLEY PARK TRAIL & STREAM RESTORATION



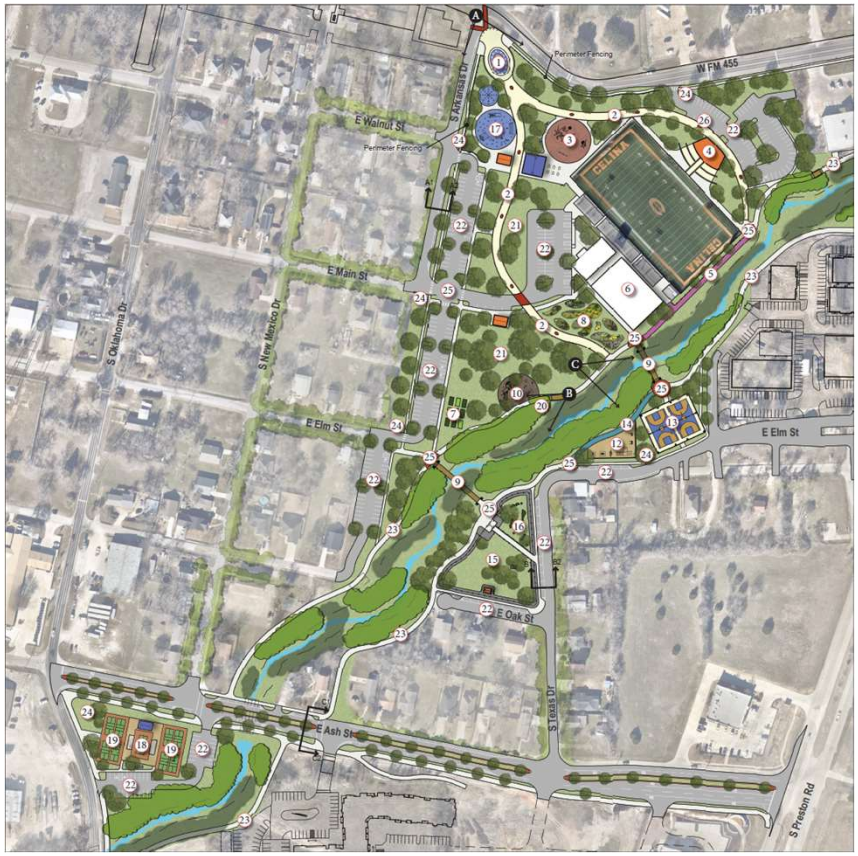
- Per original master plan, the Limits Of Construction for restoring the stream and creating the trail requires removal of the southern portion of Athletic Training facility



TONIGHT'S AGENDA

1. Ralph O'Dell Senior Center & Park Admin
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Goal: Obtain Council direction on 3 available options.



EMERGENCY SERVICES ACCESS

- Emergency services access needed for Parks Admin & Athletic Training facilities
- Active recreational and fitness activities will occur on a regular basis; medical assistance will be called upon



EMERGENCY SERVICES ACCESS

- Forthcoming options allow for the Indoor Athletic Training facility's original structure to remain in place.



EMERGENCY SERVICES ACCESS

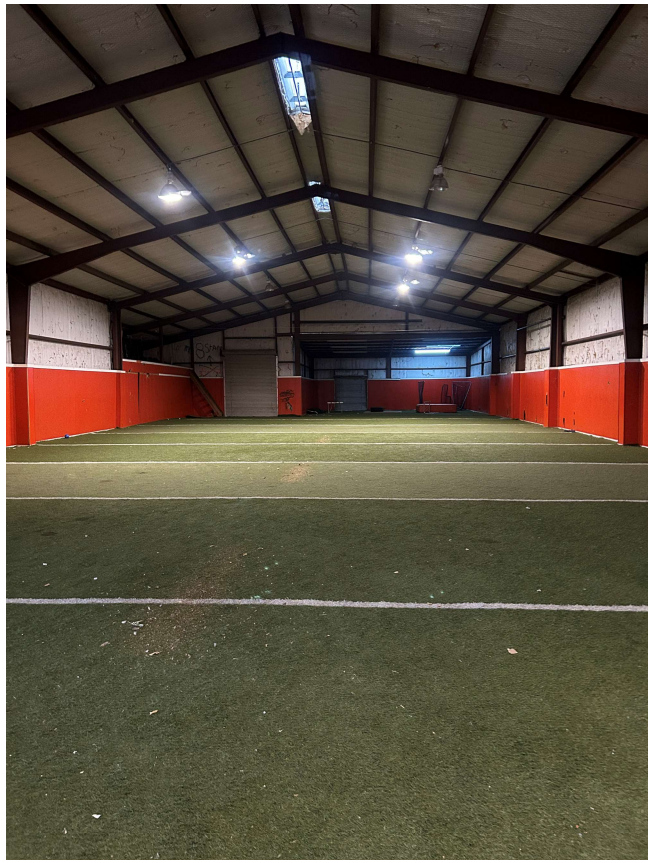
- Forthcoming options allow for the Indoor Athletic Training facility's original structure to remain in place.
- Programmatic elements of the Indoor Athletic Training facility will be discussed in the future during the Ousley Park design phase.



INDOOR ATHLETIC TRAINING FACILITY







EMERGENCY SERVICES ACCESS

Option A

- 80' Fire Circle
  - Requires Variance
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $269,000



EMERGENCY SERVICES ACCESS

<u>Option A</u>

- 80' Fire Circle
  - Requires Variance
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $269,000



EMERGENCY SERVICES ACCESS

Option A

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EMERGENCY SERVICES ACCESS

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EMERGENCY SERVICES ACCESS

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EMERGENCY SERVICES ACCESS

Option A

- 80' Fire Circle
  - Requires Variance
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $269,000



EMERGENCY SERVICES ACCESS

Option B

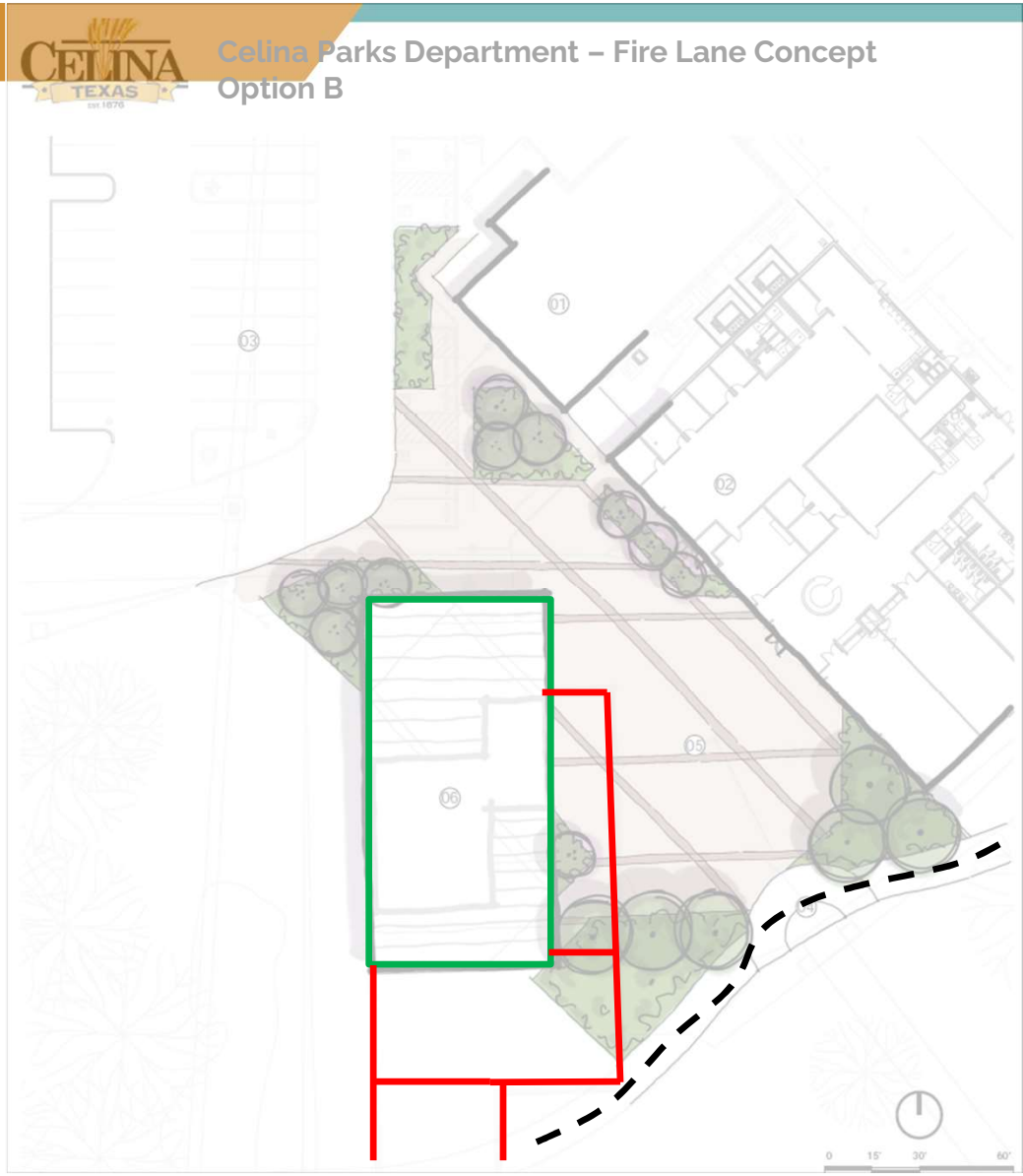
- 90’ Fire Circle
  - Requires Variance
- Decorative Paving
- Requires removal of entry awning on Parks Admin
- Budgetary cost ≈ $235,000



EMERGENCY SERVICES ACCESS

Option B

- 90' Fire Circle
  - Requires Variance
- Decorative Paving
- Requires removal of entry awning on Parks Admin
- Budgetary cost ≈ $235,000



EMERGENCY SERVICES ACCESS

Option B

- 90’ Fire Circle
  - Requires Variance
- Decorative Paving
- Requires removal of entry awning on Parks Admin
- Budgetary cost ≈ $235,000



EMERGENCY SERVICES ACCESS

Option B

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EMERGENCY SERVICES ACCESS

Option B

- 90' Fire Circle
  - Requires Variance
- Decorative Paving
- Requires removal of entry awning on Parks Admin
- Budgetary cost ≈ $235,000



EMERGENCY SERVICES ACCESS

<u>Option B</u>

- 90' Fire Circle
  - Requires Variance
- Decorative Paving
- Requires removal of entry awning on Parks Admin
- Budgetary cost ≈ $235,000



EMERGENCY SERVICES ACCESS

Option C

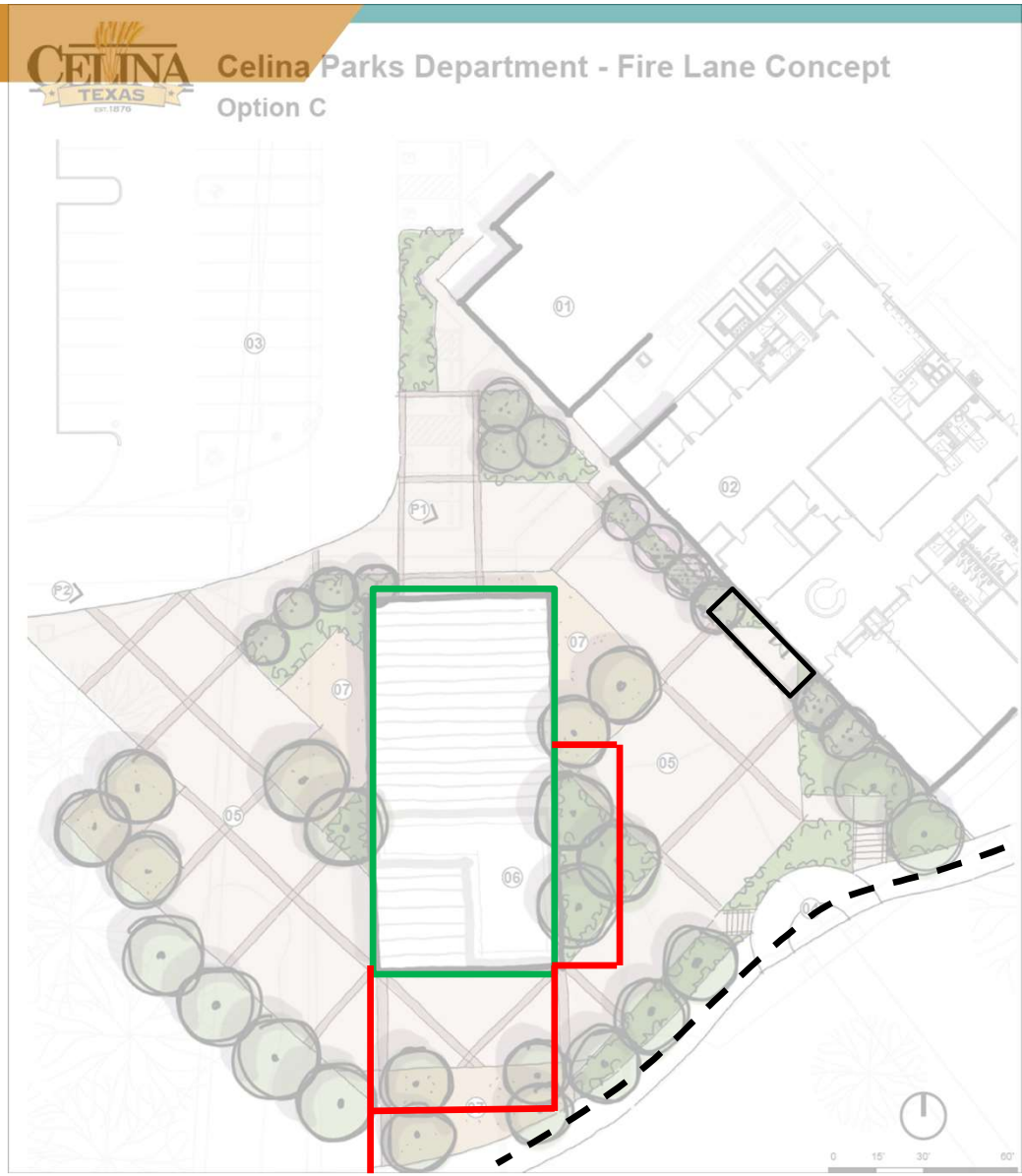
- Emergency Fire Loop
  - Variance not required
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $405,000



EMERGENCY SERVICES ACCESS

Option C

- Emergency Fire Loop
  - Variance not required
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $405,000



EMERGENCY SERVICES ACCESS

Option C

- Emergency Fire Loop
  - Variance not required
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $405,000



EMERGENCY SERVICES ACCESS

Option C

- Emergency Fire Loop
  - Variance not required
- Decorative Paving
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- Budgetary cost ≈ $405,000



EMERGENCY SERVICES ACCESS

Option C

- Emergency Fire Loop
  - Variance not required
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $405,000



EMERGENCY SERVICES ACCESS

Option C

- Emergency Fire Loop
  - Variance not required
- Decorative Paving
- Parks Admin front awning can remain in place
- Budgetary cost ≈ $405,000



EMERGENCY SERVICES ACCESS

Option A – 80’ Fire Circle



Option B – 90’ Fire Circle



Option C – Fire Lane Loop



TONIGHT'S AGENDA

1. Ralph O'Dell Senior Center & Park Admin
2. Trail & Stream Restoration Project
3. Emergency Services Access
4. **Press Box Refurbishment**
5. Bleachers at Old Bobcat Stadium
6. Championship & Historical Signage
7. Ousley Park Design

Goal: Obtain Council direction on 3 available options.



PRESS BOX AT OLD BOBCAT STADIUM

- Press Box needs to be refurbished, does not meet current building and accessibility codes

- Seeking direction for the Press Box

    1. “Monument” Press Box in current location
    2. “Working” Press Box in current location – elevator required
    3. Refurbish & relocate within park

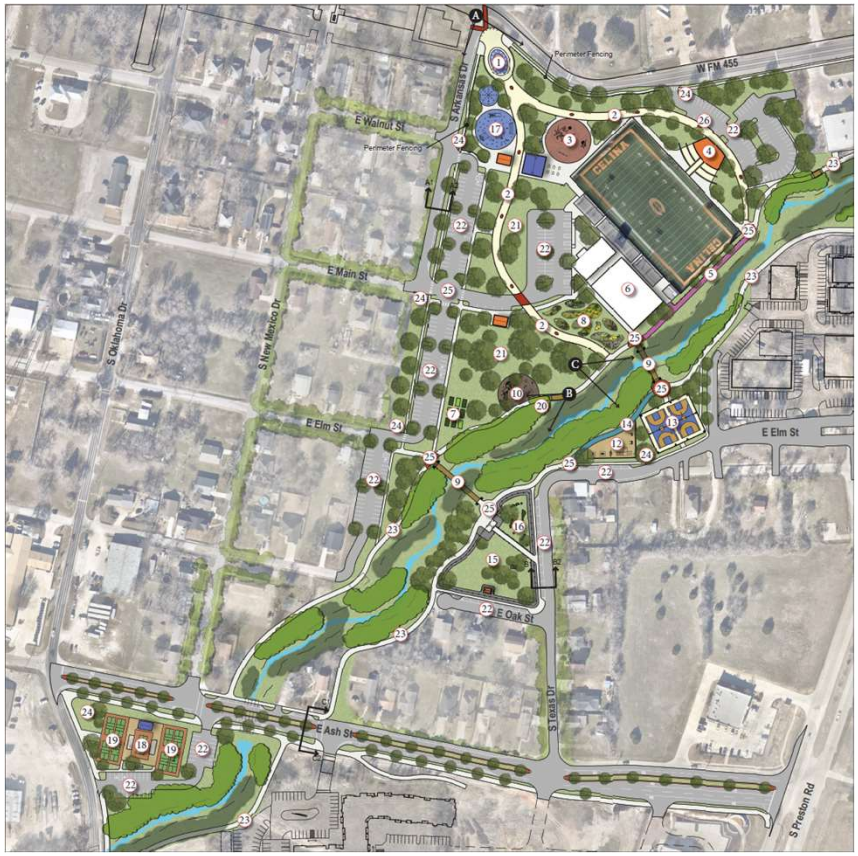
- Cost estimates & code requirements to be reviewed based on City Council input



TONIGHT'S AGENDA

1. Ralph O'Dell Senior Center & Park Admin
2. Trail & Stream Restoration Project
3. Emergency Services Access
4. Press Box Refurbishment
5. **Bleachers at Old Bobcat Stadium**
6. Championship & Historical Signage
7. Ousley Park Design

Goal: Obtain Council direction on 2 available options.



BLEACHERS AT OLD BOBCAT STADIUM

- Bleachers were in sub-standard condition, removed in February
- Options to support spectator needs for athletic & special events, and to preserve the history of the stadium



BLEACHERS AT OLD BOBCAT STADIUM

Option 1
- Seating for ≈ 1,000 spectators
- Estimate ≈ $375,000



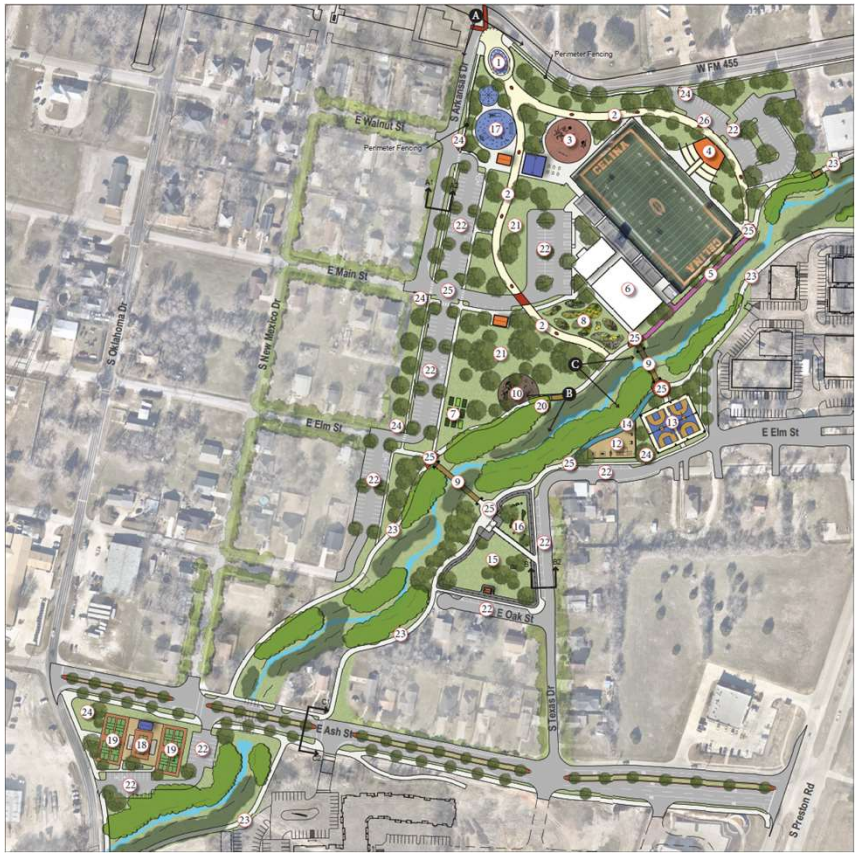
Option 2
- Seating for ≈ 1,900 spectators
- Estimate ≈ $700,000



TONIGHT'S AGENDA

1. Ralph O'Dell Senior Center & Park Admin
2. Trail & Stream Restoration Project
3. Emergency Services Access
4. Press Box Refurbishment
5. Bleachers at Old Bobcat Stadium
6. **Championship & Historical Signage**
7. Ousley Park Design

Goal: Obtain Council direction on preferred location for signage.



CHAMPIONSHIP & HISTORICAL SIGNAGE

- Signage is currently owned by the Celina Quarterback Club
- Staff to meet with the club's Board to review refurbishment options



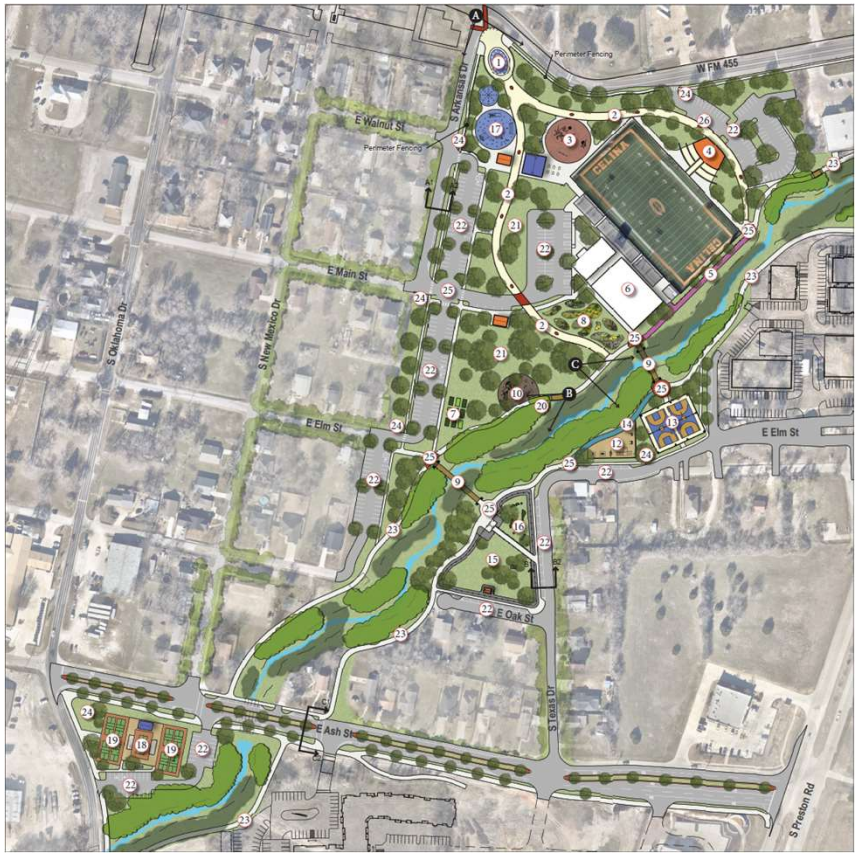


- Goal is to restore, preserve and continue to showcase the historical importance to the community

TONIGHT'S AGENDA

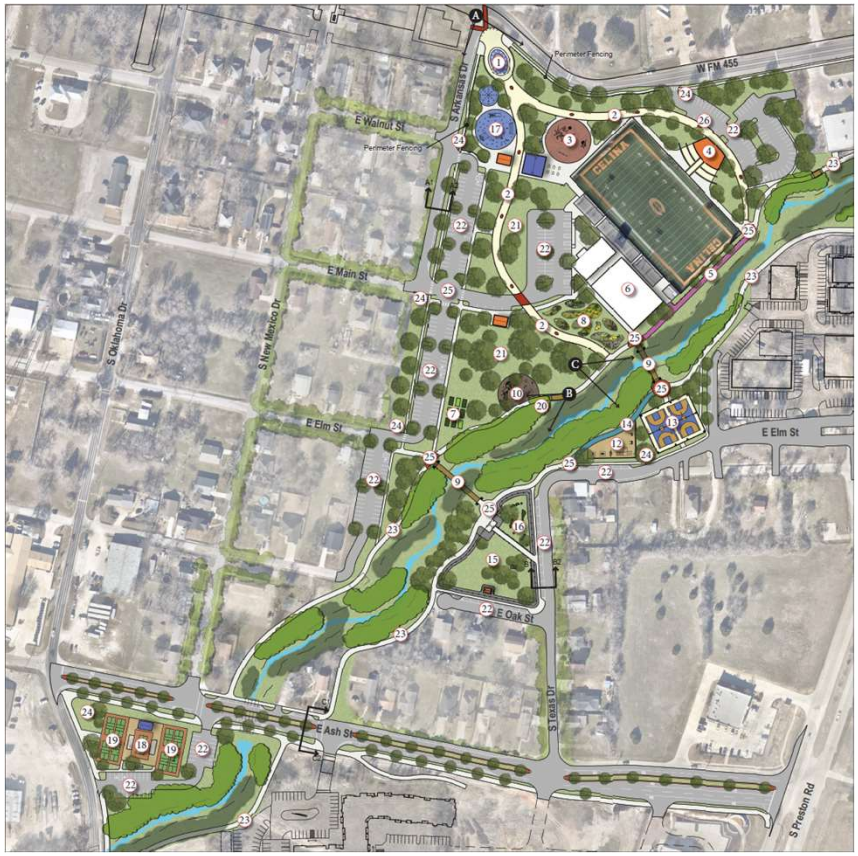
1. Ralph O'Dell Senior Center & Park Admin
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4. Press Box Refurbishment
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6. Championship & Historical Signage
7. **Ousley Park Design**

Goal: Informational update on the design of the remaining portion of Ousley Park.



OUSLEY PARK DESIGN

- Staff to prioritize the development and completion of the remaining ≈ 20 acres of Ousley Park
- Request of Qualifications (RFP) for selection of consultants to begin within 30 days.



REVIEW & CONFIRMATION OF COUNCIL INPUT

1. Emergency Services Access
2. Press Box Refurbishment
3. Bleachers at Old Bobcat Stadium
4. Championship & Historical Signage


CELINA
TEXAS
EST. 1876
Life Connected.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Shawn White, Fire Chief, Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Discussion regarding Fire Station #4. (Brawner/White)

Background Information:
In June 2024, City Council approved a design contract with Conduit Architecture + Design LLC in an amount of $726,000.00. Station 4 will provide fire coverage to residents located on the east side of the City of Celina. Fire Station 4 will be on the south side of Punk Carter, east of the Bluewood Subdivision, and adjacent to the new police station. The station will reside on two acres of the 23-acre emergency services campus. The original station design was for a 12,000-square-foot building that would include three fire station drive-through bays, support areas, dorm space for 10 firefighters, and an attached training tower. In addition, the building is designed to have a generator that will provide 100 percent coverage for the building, a fueling system, and a storm shelter per ICC500. The construction cost was projected to be approximately $675 per square foot or $8.3 million.

In November 2024, the Celina City Council approved the five-year capital improvement project, which allowed for $9,000,000 towards the construction of Fire Station #4. At this time, the City did not have a final design and were working with the original estimate. The City Council approved Crossland Construction to manage and oversee the construction process for this project in December 2024.

In October 2004, Chief Shawn White joined the City of Celina as the new fire chief. Chief White reviewed the pending station design when he started. He made several suggestions regarding the operational feasibility of the new station, which have been incorporated into the new Station 4 design. The project has reached the 50 percent construction documents phase. Crossland has provided a construction estimate based on the provided design plans that is above the allocated budget. Staff are seeking direction from the City Council on either reducing the station size or increasing the allocated budget.

Legal Review:
NA

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Fire Station 4 Cost Estimate

Financial Consideration:
NA

Staff Recommendation:
NA

FIRE STATION #4

July 8, 2025

Kimberly Brawner, P.E
Assistant City Manager



© Brinkley Sargent Wiginton Architects,

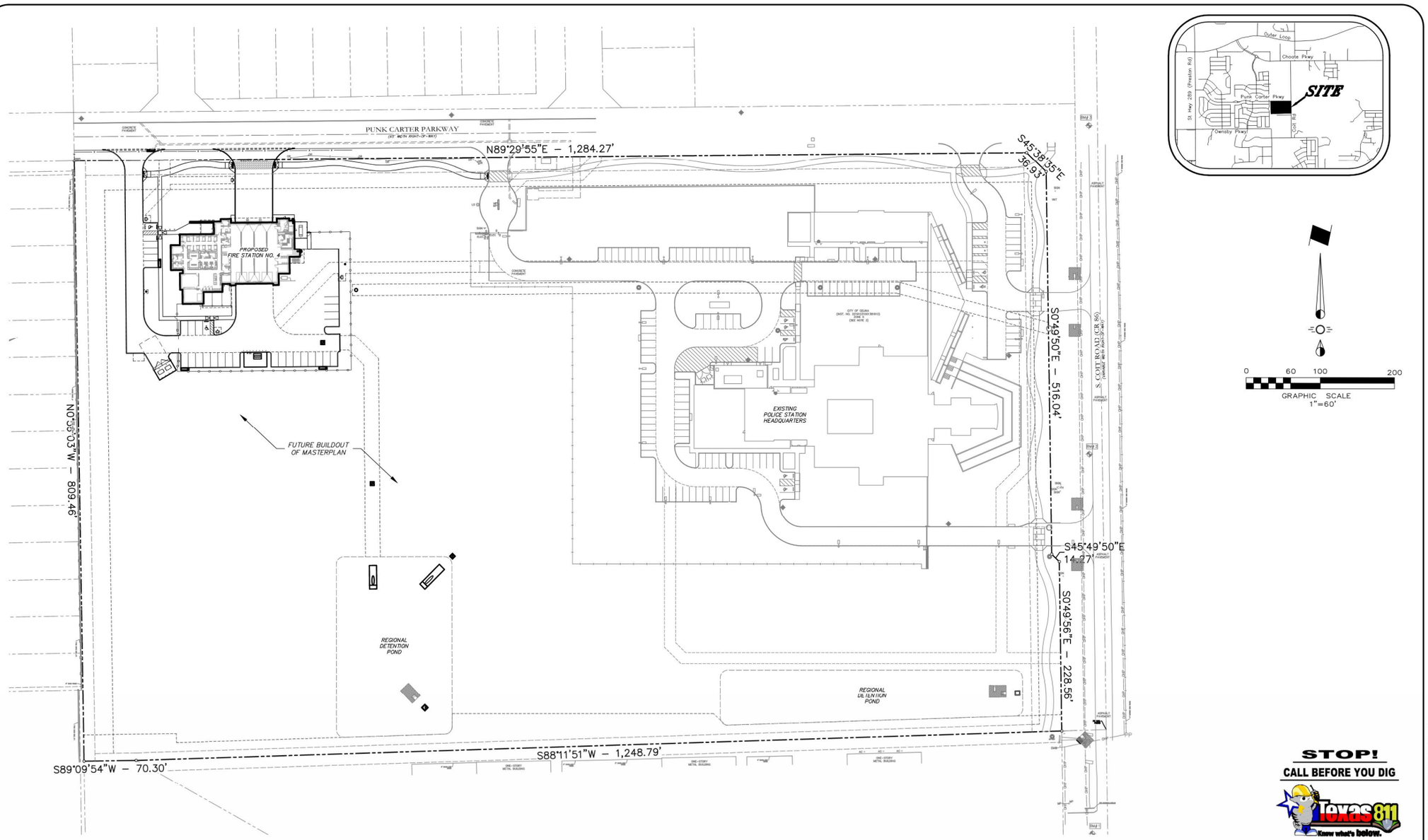


Celina Police Study

Project Number: 22004.01 Date: 01/26/2021

SD101 - Site Plan - Master Plan

BRINKLEY SARGENT WIGINTON ARCHITECTS



Issue Date	Description
1 03/04/2025	
2 06/02/2025	
3	
4	
5	
6	

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia Street • McKinney, Texas 75069
972.562.4409 • Texas P.E. Firm No. F-5935

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF NICOLAS B. EHRINGER, P.E. NO. 146564 ON 06/02/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

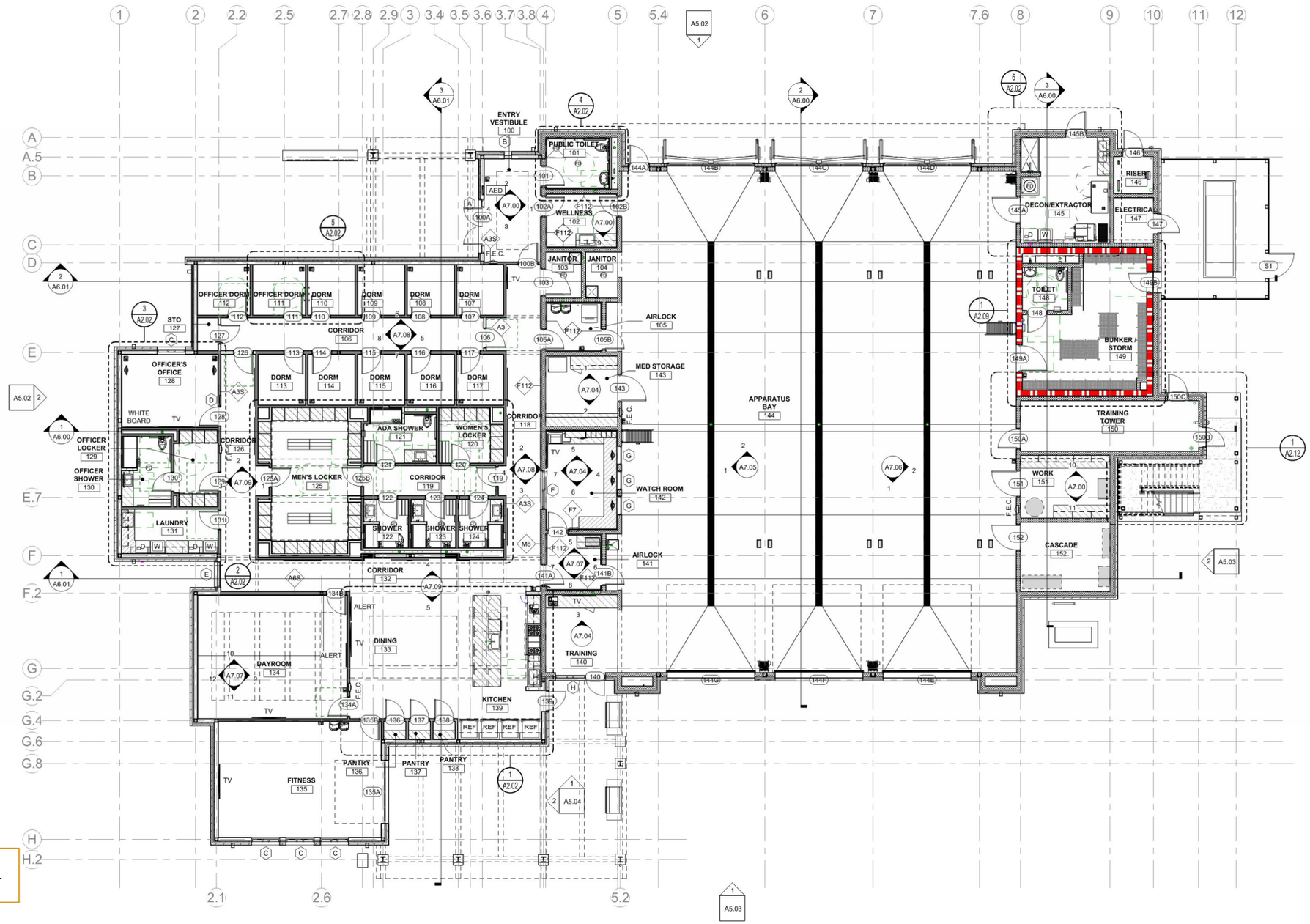
OVERALL SITE PLAN

CELINA FIRE STATION NO. 4
LOT 1, BLOCK A CELINA PUBLIC SAFETY
M. WILHITE SURVEY, ABSTR. NO. 1008
CITY OF CELINA, TEXAS

Sheet No. C0-4

Project No. 25005

CELINA FIRE STATION NO. 4



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS TO CHALK WALLS PRIOR TO BEGINNING OF PARTITION CONSTRUCTION. CONTRACTOR IS TO BRING ANY DISCREPANCIES TO THE IMMEDIATE ATTENTION OF CONDUIT ARCHITECTURE + DESIGN. CONTRACTOR SHALL NOT BEGIN FRAMING WITHOUT APPROVAL OF CHALK LINES BY CONDUIT ARCHITECTURE + DESIGN.

2. NEW DRYWALL CONSTRUCTION MEETING EXISTING DRYWALL CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS SHOWING.

3. ALL DOORS SHALL HAVE MANEUVERING CLEARANCES AS REQUIRED BY TEXAS ACCESSIBILITY STANDARDS.

4. WHERE IT IS DEEMED NECESSARY TO ENSURE STABILITY, CONTRACTOR IS TO PROVIDE ADDITIONAL ANCHORING AND/OR BLOCKING IN STUD PARTITIONS. ALL BLOCKING SHALL BE FIRE-TREATED.

5. ALL WALL ANGLES ARE TO BE 90 DEGREES UNLESS NOTED OTHERWISE.

6. FIELD VERIFICATION AND MEASUREMENTS ARE REQUIRED BY ALL TRADES.

FLOOR PLAN GENERAL NOTES:

1. CONTRACTOR IS TO VISIT SITE PRIOR TO BID AND NOTIFY CONDUIT ARCHITECTURE + DESIGN OF ANY CONDITIONS DIFFERENT THAN SHOWN ON PLAN.

2. ANY CONFLICTS IN DIMENSIONS GIVEN, EITHER DUE TO FIELD CONDITIONS, TYPOGRAPHICAL ERRORS, OR OTHER SIMILAR CONDITIONS, ARE TO BE IMMEDIATELY BROUGHT TO THE ATTENTION OF CONDUIT ARCHITECTURE + DESIGN PRIOR TO COMMENCEMENT OF WORK.

3. CONTRACTOR TO BE RESPONSIBLE FOR FIELD DIMENSIONS OF ALL MILLWORK, GLASS, DOOR OPENINGS, ETC.

4. PROVIDE 5/8" GYPSUM BOARD AT ALL INTERIOR WALLS. TAPE, BED, FLOAT, AND PREPARE FOR SCHEDULED FINISHES.

5. COORDINATE AND PROVIDE BACKING FOR MILLWORK AND ITEMS ATTACHED OR MOUNTED TO PARTITIONS OR CEILINGS, AT HEIGHTS SPECIFIED IN DRAWINGS.

6. CONTRACTOR TO COORDINATE WORK WITH OWNER'S VENDORS AS REQUIRED

7. DOOR NUMBERS ARE THE SAME AS THE ROOM INTO WHICH THEY SWING. MULTIPLE DOORS INTO A SINGLE ROOM HAVE AN ALPHABETICAL DESIGNATION. RE: **AX.XX** FOR DOOR/HARDWARE SCHEDULE AND TYPES.

8. PARTITIONS ARE DIMENSIONED FROM FINISH FACE TO FINISH FACE, U.N.O. MAINTAIN DIMENSIONS MARKED "CLEAR". ALLOW FOR THICKNESSES AND MOUNTING OF FINISHES.

9. RE: **A0.XX** FOR TOILET ACCESSORIES & MOUNTING LOCATIONS/HEIGHTS

10. REFER TO **ACCESSORY SCHEDULE** SHEET ON **A0.XX** FOR MORE INFORMATION

11. REFER TO **MOUNTING LOCATION** SHEET ON **A0.XX** FOR MORE INFORMATION. ARCHITECTURAL TO TAKE PRECEDENT. BRING ANY CONFLICTS TO THE IMMEDIATE ATTENTION OF CONDUIT ARCHITECTURE + DESIGN PRIOR TO COMMENCEMENT OF WORK.

FLOOR PLAN NOTES:

1. ALL WALLS TO BE 'AXX' UNLESS NOTED OTHERWISE.

2. ALL WALLS SHOWN WITH GREY HATCH TO HAVE BATT INSULATION WITH SOUND BATT ON INTERIOR

3. REFER TO SHEET G0.01 GRAPHIC SYMBOLS & ABBREVIATIONS SHEET & AX.XX PARTITION TYPES SHEET FOR MORE INFORMATION

4. CONTRACTOR TO INSTALL ALL EQUIPMENT AND APPLIANCES

5. FUNITURE (MATTRESSES, CHAIRS, TABLES, ETC.) TO BE PROVIDED BY OWNER

6. PROVIDE 5/8" GYPSUM BOARD AT ALL INTERIOR WALLS. PROVIDE CEMENT BOARD BEHIND ALL TILE FINISHES. TAPE, BED, FLOAT, AND PREPARE FOR SCHEDULED FINISHES.

7. PROVIDE FIRE TREATED BLOCKING FOR ALL TVS, SHELVING, ETC. AT HEIGHTS SPECIFIED IN DRAWINGS.

8. INSTALL BUILDING LIGHTNING PROTECTION SYSTEM. REFER TO SPECIFICATIONS

9. COORDINATE ALERT TONES WITH AUTOMATIC LIGHTING OPERATIONS

10. ALL OUTSIDE CMU CORNERS/ENDS OF OPENINGS TO HAVE RADIUS. DO NOT FIELD MODIFY

11. ALL DOORS AND WINDOWS IN DRYWALL THAT ARE NOT FULL HEIGHT TO HAVE CONTROL JOINTS, ON BOTH SIDES, UNLESS NOTED OTHERWISE. REFER TO ARCHITECTURAL DRAWINGS FOR CONTROL JOINTS IN OTHER LOCATIONS, SUCH AS FURRDOWNS, CEILINGS, ETC.

12. ALL EMERGENCY POWER RECEPTACLES TO BE GREY WITH WHITE FACE PLATES. ALL OUTHER RECEPTACLES TO BE WHITE WITH WHITE FACE PLATES U.N.O.

PERMITTING REVIEW

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

KOBEY SEALE , AIA
TX#21100

06.02.25

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conduit architecture + design
711 N Tennessee St
McKinney, Texas
t. 972.302.9747
conduitad.com

Celina Fire Station #4

Punk Carter Pkwy
Celina, Texas 75009

REV.#	DATE	DESCRIPTION



conduit
architecture+design


RESERVED PARKING
VAN ACCESSIBLE
conduit
architecture+design


conduit
architecture+design
THREE
TWO
ONE


City of Celina
Fire Station #4

INITIAL PROJECT PARAMETERS

- Team selected Conduit Architecture and Design
- Station details:
  - 12,000 ft^2
  - 3 bays
  - Training tower
  - Single Dorm
  - Community Room
- Design contract ~12 months ($726,000)
- Construction contract ~12 months (~$9 million)

FINAL PROJECT PARAMETERS

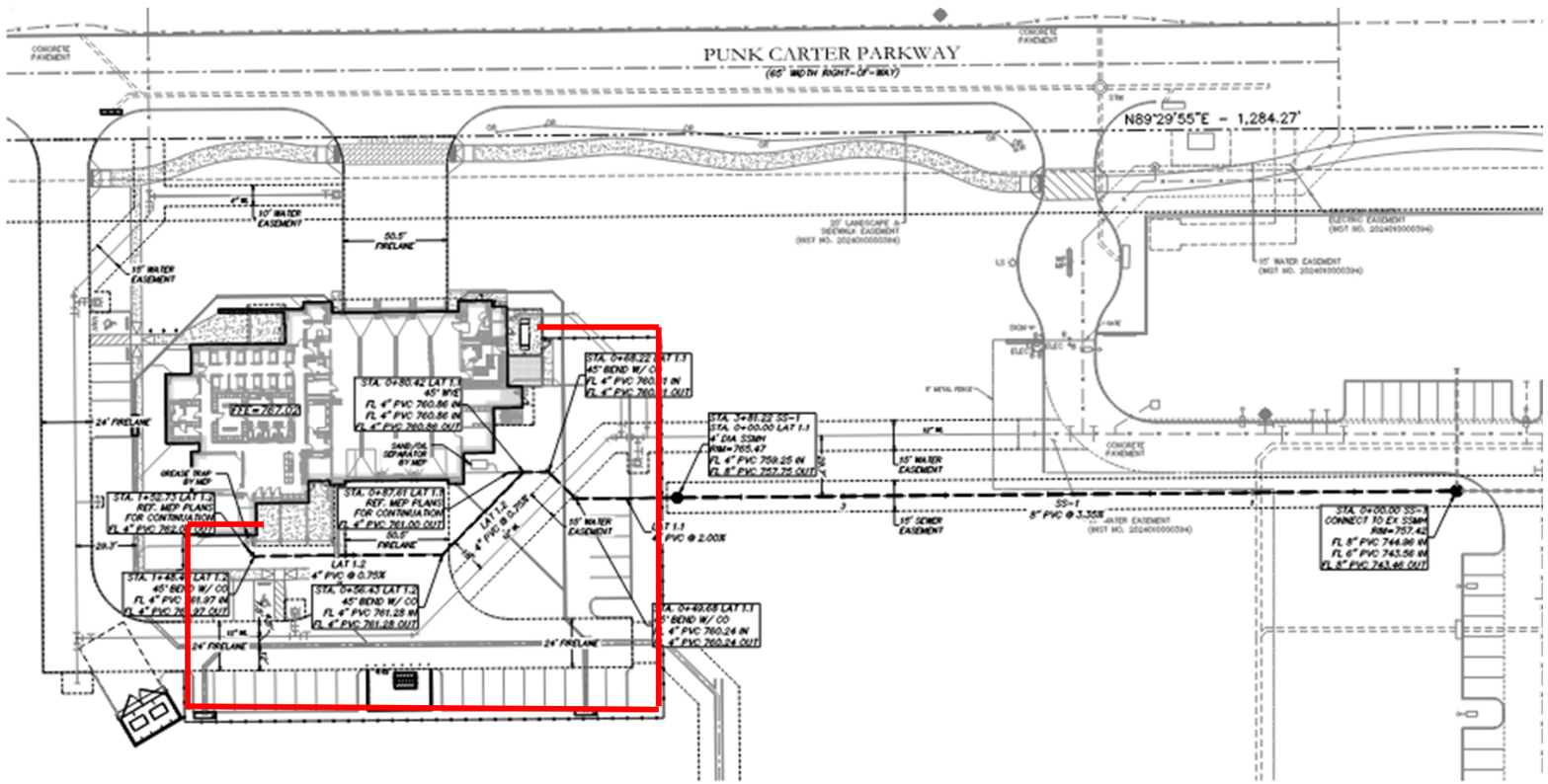
- Conduit Architecture and Design
- Station details:
  - 15,725 ft^2
  - 3 bays (accompany 2 trucks deep)
  - Training tower
  - Individual Dorms
  - No Community Room
  - Rough grading entire site
- Design contract ~12 months ($815,013)
- Construction contract ~12 months (~$11.3 million)
  - $2.3M over original estimate

COST COMPARISON

Station	Total Size	Total Cost	$/square feet
Celina FS #4[1]	15,725	$10,603,125	$674.28
Celina FS #3	20,697	$15,001,613	$724.82
Manfield FS #1	17,860	$10,815,399	$605.57
Mesquite FS #8	17,185	$12,672,211	$737.40
Pilot Point FS#3[2]	13,533	$7,271,459	$537.31
Aubrey FS #2[3]	9,198	$7,008,728	$761.98
Little Elm FS#4	15,751	$12,924,506	$820.55
Mesquite FS #2	13,286	$9,899,220	$745.09
Frisco FS #10	17,922	$12,123,446	$676.46
Aubrey FS #3	16,075	$8,819,136	$548.62
AVERAGE	15,723	$10,713,884	$683.21

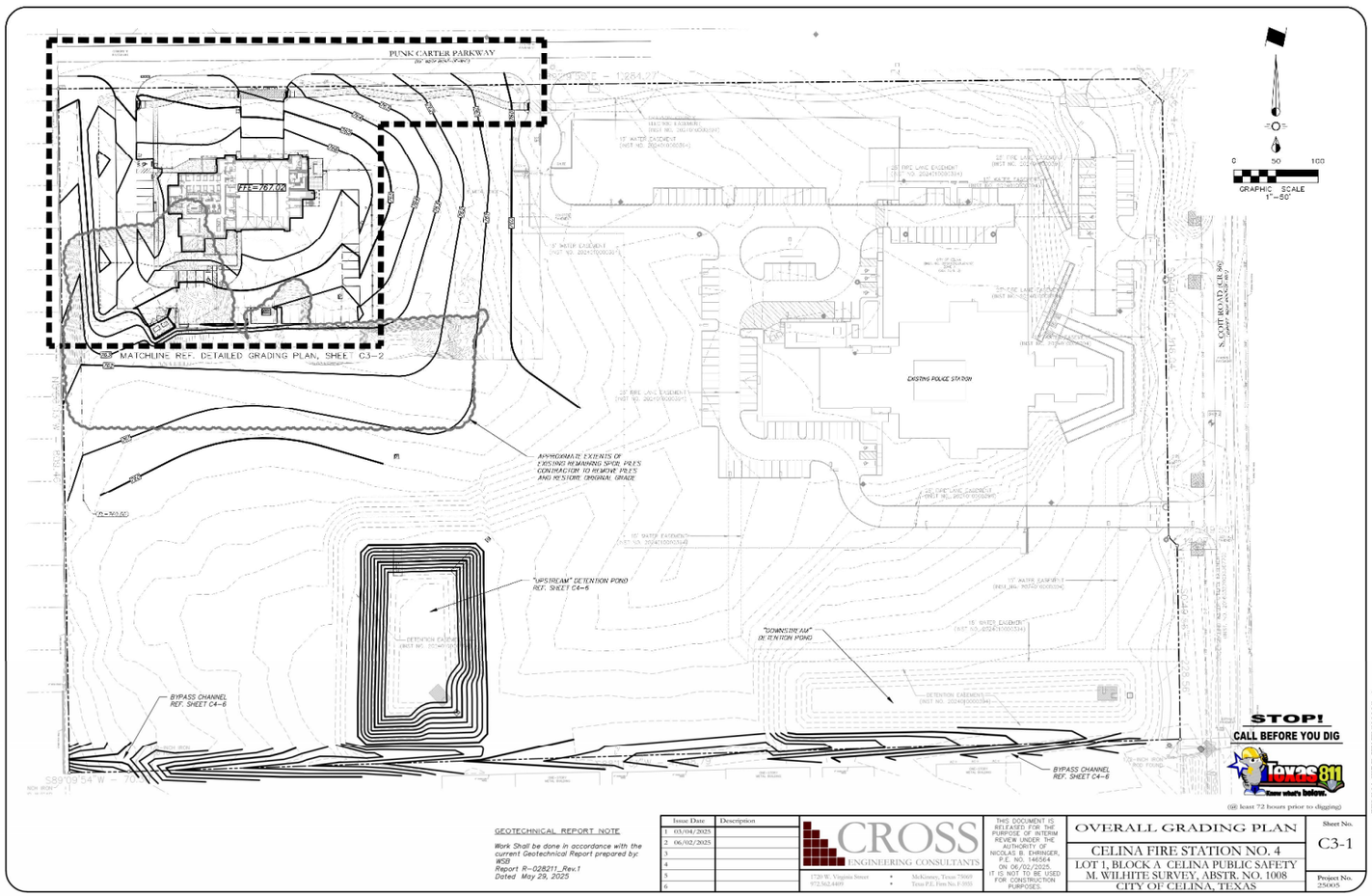
[1] Excludes off site grading cost
[2] Metal building
[3] Back in app bay

FIRE STATION #4 – FENCING



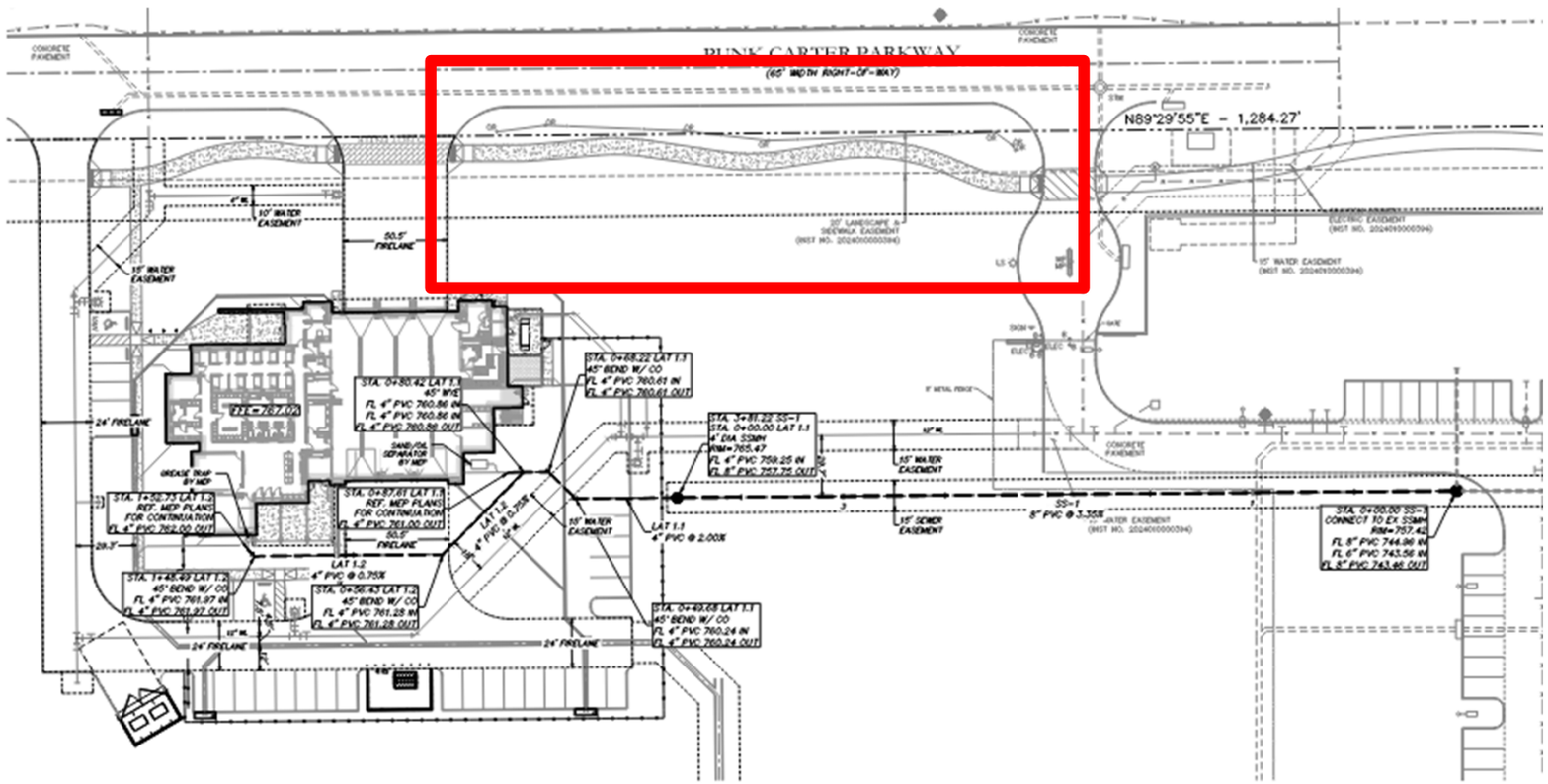
Cost savings: $170,000

FIRE STATION #4 – OFF SITE GRADING



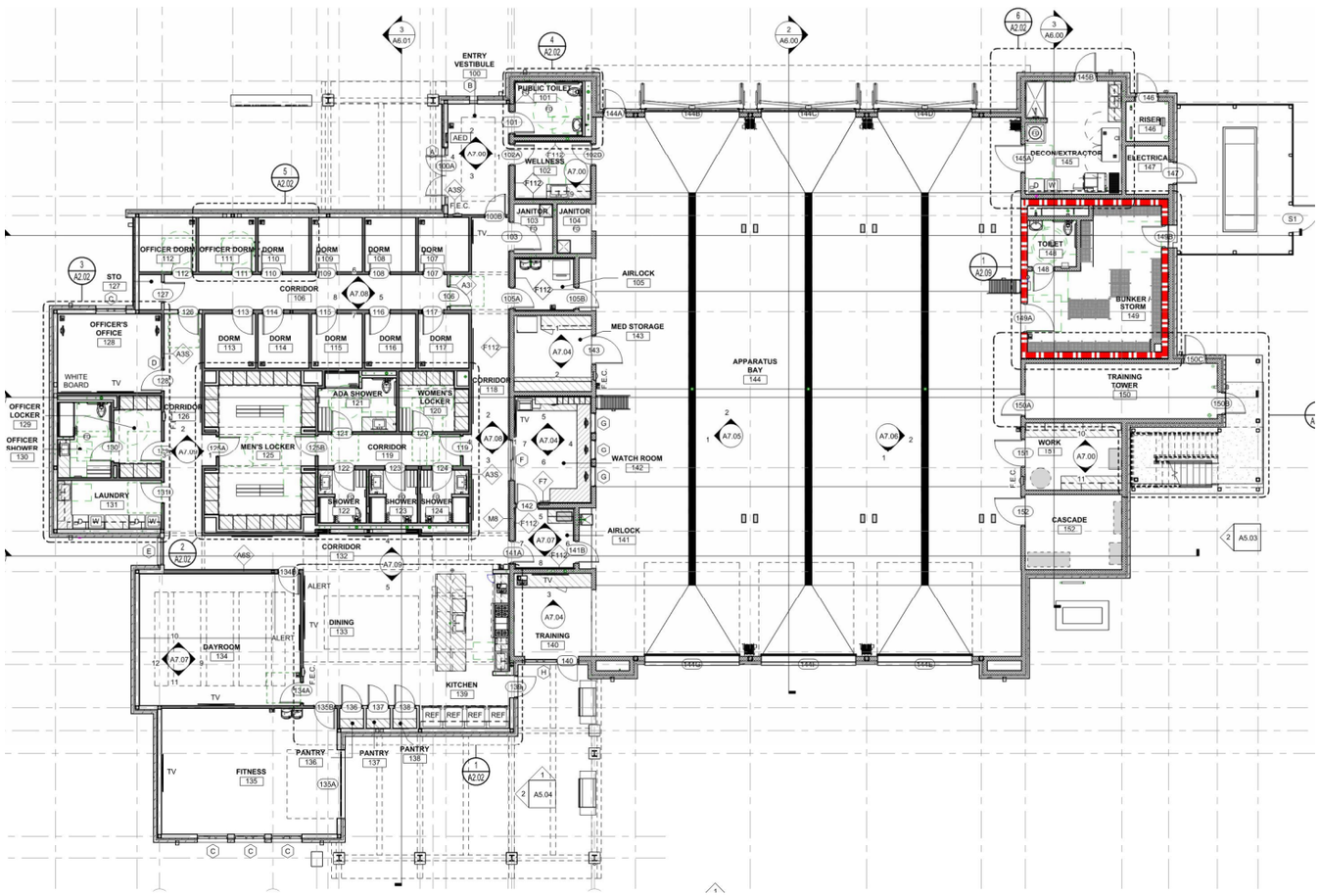
Cost savings: $530,000

FIRE STATION #4 – SIDEWALK



Remove sidewalk
Cost savings: $23,000

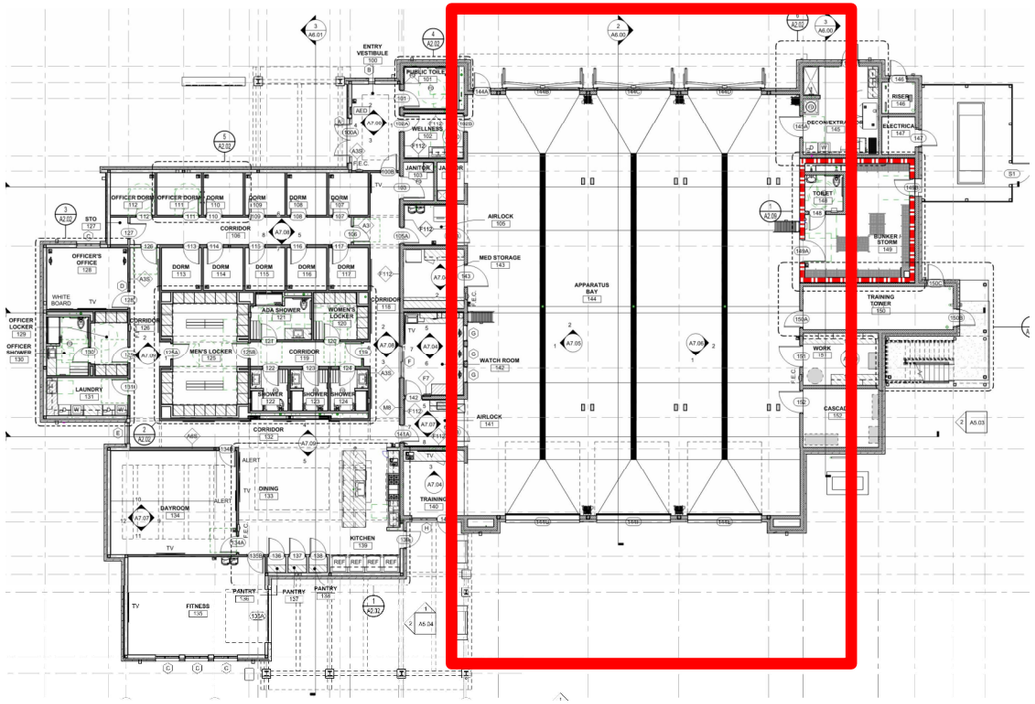
FIRE STATION #4 – BUILDING FOOTPRINT

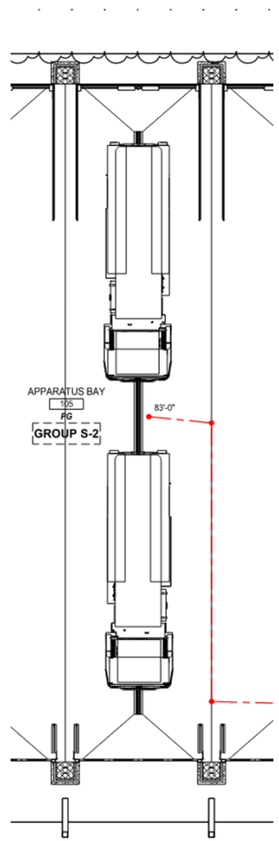


Room	Reduction
Day Room	90
Fitness	100
4 Dorm Rooms	265
Additional bay	210
Misc	900

Cost savings: $830,000

FIRE STATION #4 – REDUCE BAY LENGTH





Cost savings: $50,000

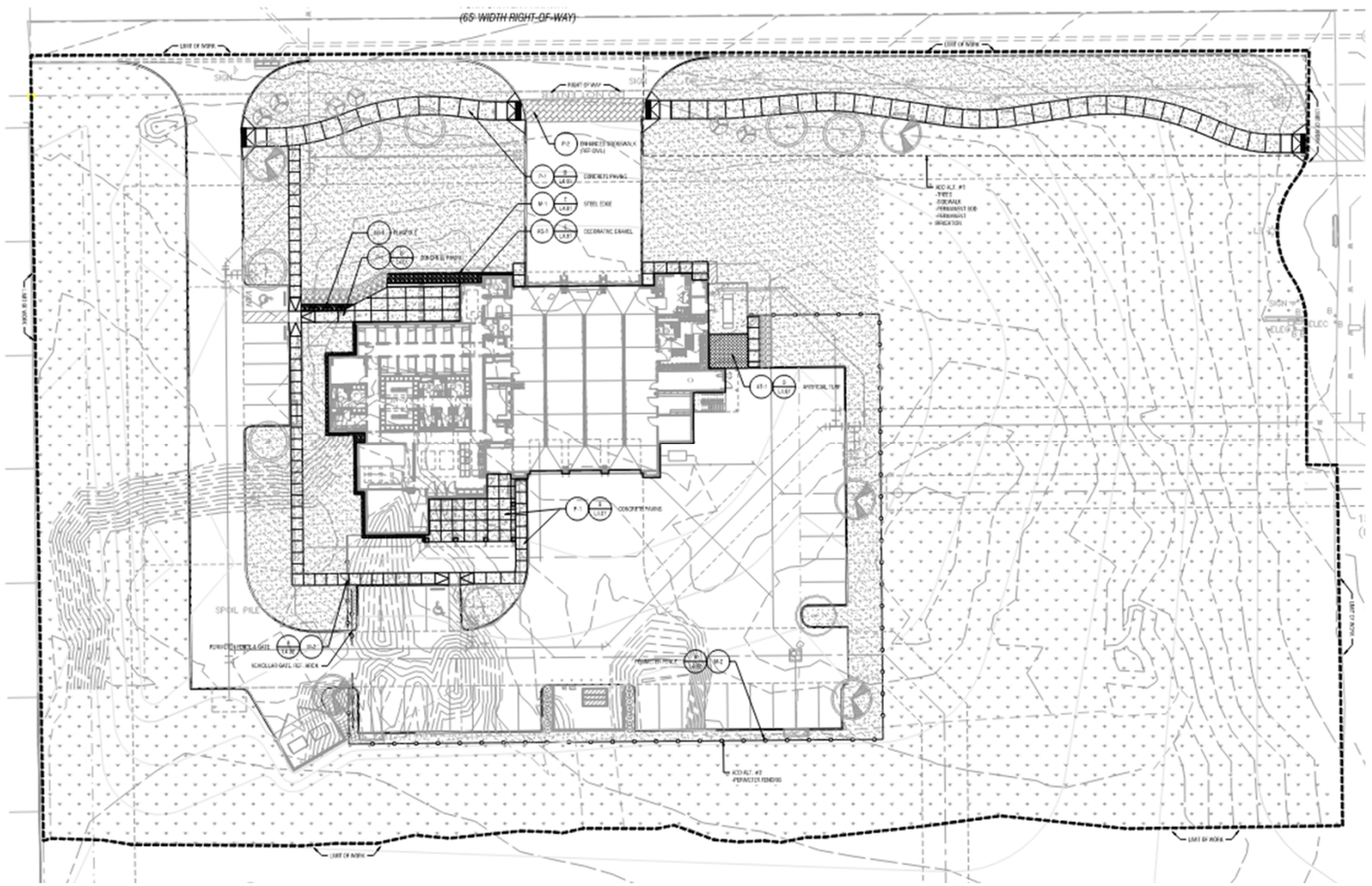
FIRE STATION #4 – BI-FOLD DOORS





Cost savings: $60,000

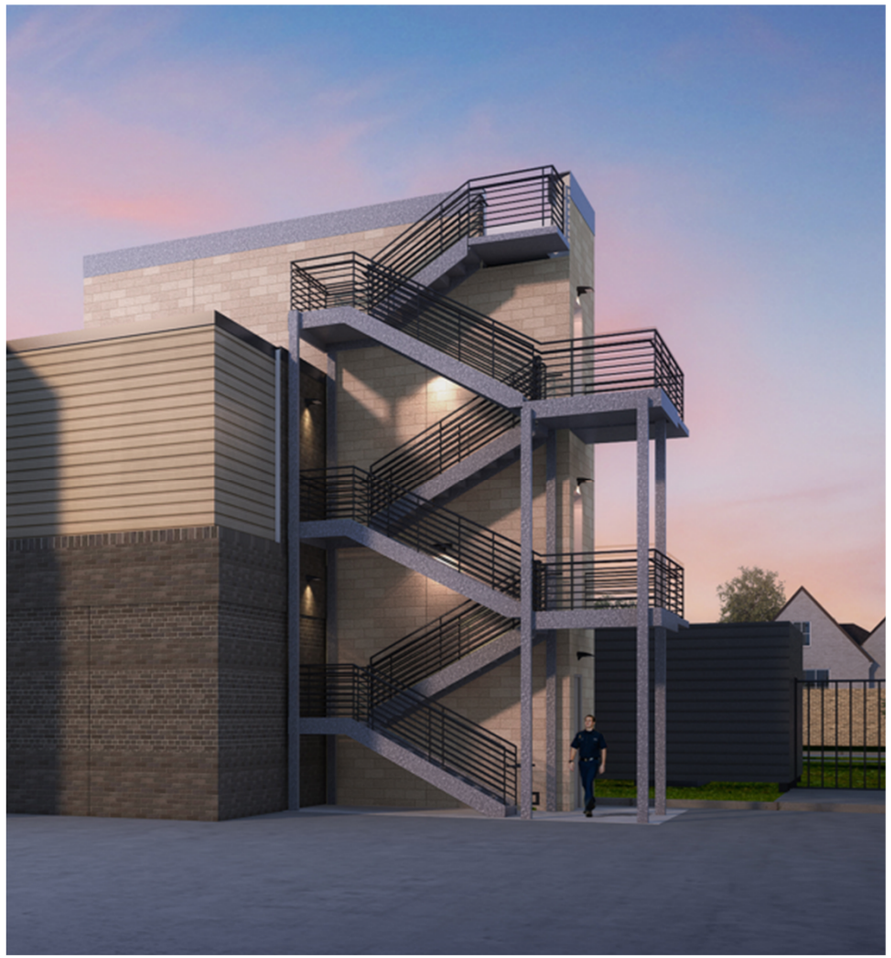
FIRE STATION #4 – REDUCE LANDSCAPING



- Hydro-mulch vs sod
- Reduce trees along Punk Carter

Cost savings: $20,000

FIRE STATION #4 – TRAINING TOWER



Remove training tower
Cost savings: $ 250,000.

FIRE STATION #4 –VALUE ENGINEERING OPTIONS

Option	Potential savings	Notes
Delete Controlled access fence	$170,000	Can be programmed as future expense if needed.
Remove off-site grading	$530,000	Cost will be deferred to Fire Administration Building
Sidewalk to connect PD to Fire	$23,000	Cost will be deferred to Fire Administration Building
Reduce Building footprint by 10%	$870,000	Impact to station operation
Reduce bay length	$50,000	Potential need for 4th bay in future if high demand area
Eliminate bi-fold doors in front	$60,000	Slower response time
Reduce landscaping	$20,000	City code requires perimeter trees
Remove training tower	$250,000.	Training tower provides credit for ISO rating.
Reduce contingency	$220,000	Increased chance of change order
Misc Other Items	$75,000	Impact station operation
Total savings	$2,368,000	

COUNCIL DIRECTION

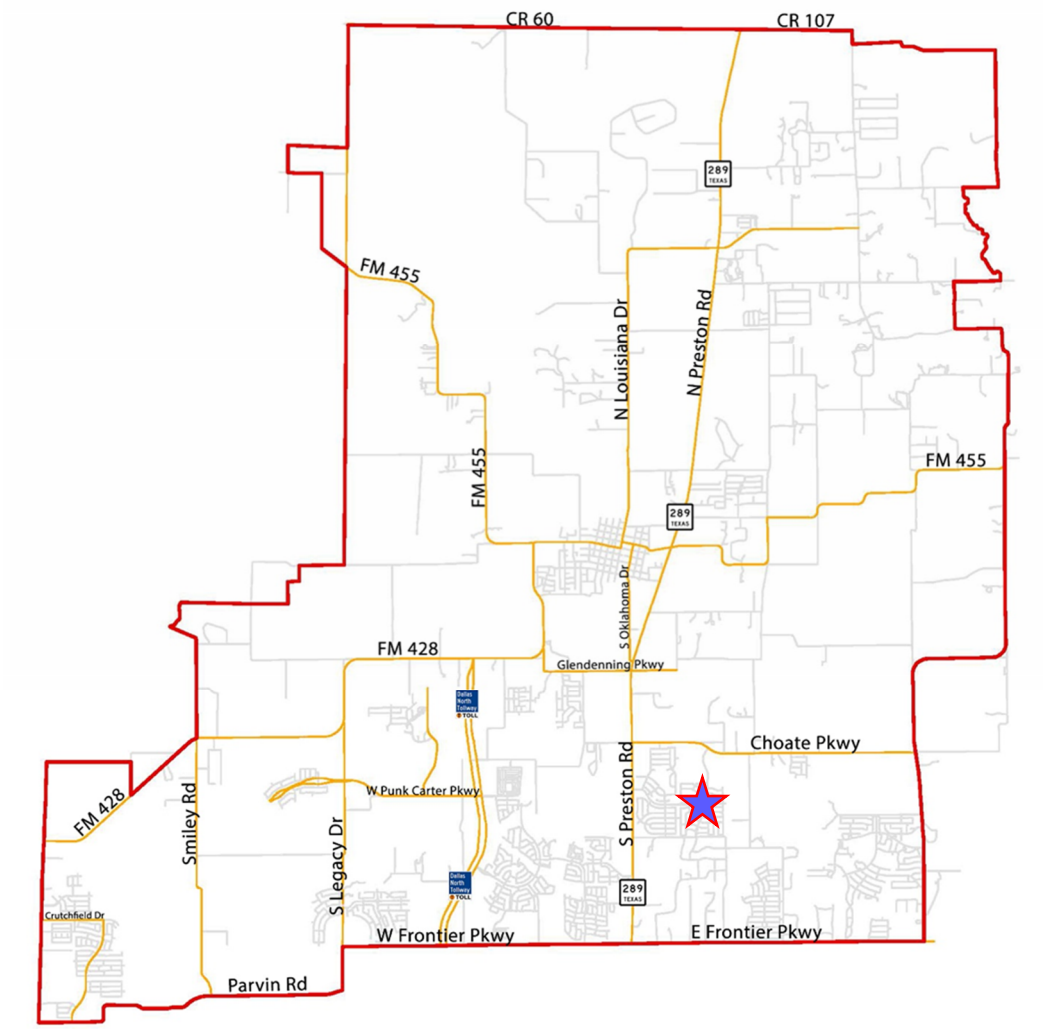
- Reduce cost to original budget by $2M
- Increase funding for Station 4 in 2025 CO from $9,000,000 to $11,500,000



Life Connected.

Questions?

LOCATION MAP



50% CD ESTIMATE SUMMARY

Project: Celina Fire Station No. 4
Date: June 25, 2025

CROSSLAND CONSTRUCTION COMPANY, INC.

BID PACKAGE	DESCRIPTION	SITE	3.04 $/Acre	BUILDING	15,946 $/SF	TOTAL	15,946 $/SF	%	DD ESTIMATE REV No. 01 27-MAR-2025	OVER / (UNDER)	COMMENTS
01A	General Requirements	$ 110,460	$ 36,383	$ 205,140	$ 12.86	$ 315,600	$ 19.79	2.83%	$ 315,600	$ -	
01C	Materials Testing	BY OWNER	$ -	BY OWNER	$ -	BY OWNER	$ -	0.00%	$ -	$ -	
02A	Demolition	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
31A	Earthwork	$ 699,728	$ 230,476	$ -	$ -	$ 699,728	$ 43.88	6.29%	$ 332,133	$ 367,595	Includes onsite relocation of Existing Spoil Piles (40,000 CY); Includes Grading at Upstream Detention Pond and Bypass Channel
31B	Erosion Control	$ 11,450	$ 3,771	$ -	$ -	$ 11,450	$ 0.72	0.10%	$ -	$ 11,450	
31C	Termite Treatment	$ -	$ -	$ 1,000	$ 0.06	$ 1,000	$ 0.06	0.01%	$ -	$ 1,000	
32A	Landscaping & Irrigation	$ 131,707	$ 43,381	$ -	$ -	$ 131,707	$ 8.26	1.18%	$ 134,936	$ (3,230)	
32E	Pavement Markings	$ 6,043	$ 1,990	$ -	$ -	$ 6,043	$ 0.38	0.05%	$ 9,106	$ (3,063)	
32F	Fencing	RE: ALT #2	$ -	$ -	$ -	RE: ALT #2	$ -	0.00%	$ 58,750	$ (58,750)	
32RW	Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
33A	Site Utilities	$ 644,867	$ 212,406	$ -	$ -	$ 644,867	$ 40.44	5.79%	$ 421,581	$ 223,286	1,036 LF of 18" added at Downstream Detention Pond; 273 LF of 36" RCP added at Upstream Detention Pond; 572 LF of added 12" Water line
33B	Franchise Utilities	BY OWNER	$ -	$ -	$ -	BY OWNER	$ -	0.00%	$ -	$ -	
03A	Cast-in-Place Concrete	$ 462,000	$ 152,173	$ 793,620	$ 49.77	$ 1,255,620	$ 78.74	11.28%	$ 991,209	$ 264,411	7,666 SF more Paving; 2,641 SF more Sidewalks; 18 more Drilled Piers
03B	Concrete Staining & Polishing	$ -	$ -	$ 50,990	$ 3.20	$ 50,990	$ 3.20	0.46%	$ 44,358	$ 6,632	
04A	Masonry	$ -	$ -	$ 835,500	$ 52.40	$ 835,500	$ 52.40	7.50%	$ 860,741	$ (25,241)	
05A	Structural & Miscellaneous Steel	$ -	$ -	$ 849,457	$ 53.27	$ 849,457	$ 53.27	7.63%	$ 759,209	$ 90,248	
06A	Woods and Plastics	$ -	$ -	$ 225,349	$ 14.13	$ 225,349	$ 14.13	2.02%	$ 199,317	$ 26,032	
06B	Heavy Timber	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
07A	Roofing	$ -	$ -	$ 236,008	$ 14.80	$ 236,008	$ 14.80	2.12%	$ 274,657	$ (38,649)	
07B	Waterproofing	$ 10,200	$ 3,360	$ 92,200	$ 5.78	$ 102,400	$ 6.42	0.92%	$ 106,958	$ (4,558)	
07D	Metal Panels	$ -	$ -	$ 159,936	$ 10.03	$ 159,936	$ 10.03	1.44%	$ 221,760	$ (61,824)	
08A	Doors & Hardware	$ -	$ -	$ 321,422	$ 20.16	$ 321,422	$ 20.16	2.89%	$ 195,650	$ 125,772	Still researching to determine why but we believe Hardware
08B	Glass & Glazing	$ -	$ -	$ 71,000	$ 4.45	$ 71,000	$ 4.45	0.64%	$ 70,150	$ 850	
08C	Overhead Doors	$ -	$ -	$ 276,135	$ 17.32	$ 276,135	$ 17.32	2.48%	$ 235,000	$ 41,135	
09A	Drywall & Acoustical	$ -	$ -	$ 286,500	$ 17.97	$ 286,500	$ 17.97	2.57%	$ 483,632	$ (197,132)	
09B	Flooring	$ -	$ -	$ 35,125	$ 2.20	$ 35,125	$ 2.20	0.32%	$ 26,985	$ 8,140	
09C	Tile	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 86,540	$ (86,540)	
09D	Painting	$ -	$ -	$ 97,790	$ 6.13	$ 97,790	$ 6.13	0.88%	$ 113,716	$ (15,926)	
10A	Specialties	$ -	$ -	$ 50,200	$ 3.15	$ 50,200	$ 3.15	0.45%	$ 69,220	$ (19,020)	
10B	Signage	$ -	$ -	$ 85,595	$ 5.37	$ 85,595	$ 5.37	0.77%	$ 103,061	$ (17,466)	
10C	Pre-Fabricated Canopies	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ 111,345	$ (111,345)	
10E	Lockers	$ -	$ -	$ 70,150	$ 4.40	$ 70,150	$ 4.40	0.63%	$ 62,750	$ 7,400	
11A	Equipment	$ -	$ -	$ 195,500	$ 12.26	$ 195,500	$ 12.26	1.76%	$ 190,850	$ 4,650	
12A	Furnishings	$ -	$ -	$ 3,614	$ 0.23	$ 3,614	$ 0.23	0.03%	$ 4,010	$ (396)	
13A	Special Construction	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
14A	Elevators	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
21A	Fire Protection	$ -	$ -	$ 97,900	$ 6.14	$ 97,900	$ 6.14	0.88%	$ 78,392	$ 19,508	
22A	Plumbing	$ -	$ -	$ 597,927	$ 37.50	$ 597,927	$ 37.50	5.37%	$ 552,071	$ 45,856	
23A	HVAC	$ -	$ -	$ 504,496	$ 31.64	$ 504,496	$ 31.64	4.53%	$ 534,548	$ (30,052)	
26A	Electrical	$ -	$ -	$ 918,000	$ 57.57	$ 918,000	$ 57.57	8.25%	$ 912,568	$ 5,432	
27A	Communications	$ -	$ -	$ 56,169	$ 3.52	$ 56,169	$ 3.52	0.50%	$ 49,073	$ 7,096	
27B	Audio/Visual	$ -	$ -	$ 110,590	$ 6.94	$ 110,590	$ 6.94	0.99%	$ 53,448	$ 57,142	
28A	Fire Alarm	$ -	$ -	$ 32,340	$ 2.03	$ 32,340	$ 2.03	0.29%	$ 33,692	$ (1,352)	
28B	Security	$ -	$ -	$ 22,000	$ 1.38	$ 22,000	$ 1.38	0.20%	$ 39,461	$ (17,461)	
28C	Access Controls	$ -	$ -	$ 31,690	$ 1.99	$ 31,690	$ 1.99	0.28%	$ 55,974	$ (24,284)	
28D	Dispatch Alerting System	$ -	$ -	$ 165,000	$ 10.35	$ 165,000	$ 10.35	1.48%	BY OWNER	$ 165,000	Changed from OFOI to CFCI
28E	Emergency Responder Radio	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
	SUBTOTAL DIRECT COST OF WORK	**$ 2,076,455**	**$ 683,940**	**$ 7,478,344**	**$ 468.98**	**$ 9,554,799**	**$ 599.20**	**85.82%**	**$ 8,792,451**	**$ 762,348**	
	Design/Estimating Contingency	$ 24,912	$ 8,205	$ 86,420	$ 5.42	$ 111,331	$ 6.98	1.00%	$ 102,881	$ 8,450	
	Inflation/Escalation Contingency	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	
	Construction Contingency	$ 49,823	$ 16,411	$ 172,839	$ 10.84	$ 222,663	$ 13.96	2.00%	$ 205,763	$ 16,900	
	Owner's Contingency	$ 74,735	$ 24,616	$ 259,259	$ 16.26	$ 333,994	$ 20.95	3.00%	$ 308,644	$ 25,350	
	Plan Review & Permit Fees	BY OWNER	$ -	BY OWNER	$ -	BY OWNER	$ -	0.00%	$ -	$ -	
	Impact / Tap Fees	BY OWNER	$ -	$ -	$ -	BY OWNER	$ -	0.00%	$ -	$ -	
	Payment & Performance Bond	$ 18,684	$ 6,154	$ 64,815	$ 4.06	$ 83,498	$ 5.24	0.75%	$ 77,161	$ 6,337	
	Maintenance Bond	$ 1,495	$ 492	$ 5,185	$ 0.33	$ 6,680	$ 0.42	0.06%	$ 6,173	$ 507	
	General Liability Insurance	$ 8,719	$ 2,872	$ 30,247	$ 1.90	$ 38,966	$ 2.44	0.35%	$ 36,008	$ 2,958	
	Buildier's Risk Insurance	$ 2,989	$ 985	$ 10,370	$ 0.65	$ 13,360	$ 0.84	0.12%	$ 12,346	$ 1,014	
	General Conditions	$ 166,077	$ 54,702	$ 308,430	$ 19.34	$ 474,507	$ 29.76	4.26%	$ 474,507	$ -	
	Preconstruction Phase Fee	$ 5,000	$ 1,647	$ 10,000	$ 0.63	$ 15,000	$ 0.94	0.13%	$ 15,000	$ -	
	Construction Phase Fee	$ 62,279	$ 20,513	$ 216,049	$ 13.55	$ 278,328	$ 17.45	2.50%	$ 257,203	$ 21,125	
	TOTAL	**$ 2,491,169**	**$ 820,538**	**$ 8,641,956**	**$ 541.95**	**$ 11,133,125**	**$ 698.18**	**/SF**	**$ 10,288,137**	**$ 844,988**	**OVER / (UNDER)**
	PREVIOUS ESTIMATE	**$ 1,835,921**		**$ 8,452,215**		**$ 10,288,137**	$ 645.19				
	OVER / (UNDER)	**$ 655,248**		**$ 189,741**		**$ 844,988**					

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 10, 2025
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:00 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	None
Mayor Pro Tem Eddie Cawlfield	
Deputy Mayor Pro Tem Brandon Grumbles	
Council Member Philip Ferguson	
Council Member Andy Hopkins	
Council Member Wendie Wigginton	
Council Member Mindy Koehne	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

Closed to Public as Provided in the Texas Government Code.

The City Council convened into Executive Session at 5:01 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

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

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve a Settlement Agreement Cause No. DC-20-18195 subject to final Attorney review. The motion carried 7-0.

B. Discussion regarding 519 S Colorado.

C. Discussion regarding Resolution for Collin County Emergency Services District and new emergency service district legislation.

D. Discussion regarding a water supply agreement.

Texas Government Code Section 551.071 Consultation with Attorney and Texas Government Code Section 551.074 The appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee:

E. Discussion regarding Planning and Zoning Commissioners.

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

F. Discussion regarding the purchase of a property generally located in Downtown.
G. Discussion regarding the purchase of right-of-way for Choate Parkway.
H. Discussion regarding a possible Development Agreement with 95 Land Partners, LLC.
I. Discussion regarding the lease extension for 201 S Preston Road.
J. Discussion regarding the purchase of property at 504 N Ohio Drive.
K. Discussion regarding development of Legacy North Tract.

The City Council closed Executive Session and reconvened into Open Session at 6:27 PM.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session, including but not limited to the anticipated action items listed below (if any).

L. Consider and act upon a Resolution to authorize the purchase of property at 504 N Ohio Dr.

Upon a motion by Mayor Tubbs and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-48R authorizing the City Manager to execute agreement, the conveyance documents and all other documents necessary to effectuate the acquisition of property located at 504 N. Ohio Drive, Celina, Texas by the City of Celina. The motion carried 7-0.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:30 PM)

A. Recognition of the 2024 Employee Awards recipients. (Gartner)
B. Tree City USA and Growth Award. (McAfee)
C. 2025 Rodeo Celina Highlights. (Buffington)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding Downtown Center Public Art Glass Railing Project. (Kearney)
B. Discussion regarding updates to the Downtown Master Plan. (McAfee)
C. Discussion on Texas Tastemakers Festival. (Monaco, Buffington, Kearney)
D. Update regarding Fire 48/96 Schedule. (White)
E. Discussion of Boards and Commissions Policy. (Kearney)

VI. OPEN FORUM:

No one wished to speak during Open Forum.

VII. CONSENT AGENDA:

Mayor Tubbs removed Item L from the Consent Agenda for individual consideration.

Upon a motion by Mayor Tubbs and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve the Consent Agenda items A-K and M-N. The motion carried 7-0.

A. Minutes Approval:
1. City Council- Regular Meeting- May 13, 2025, 5:00 p.m.

B. Consider and act to award RFP 2024-113 for Employment Search and Recruitment Services to various vendors in an amount not to exceed the budgeted annual amount. (Berry)

C. Consider and act to authorize the purchase of a new Integrated Library System and database, Symphony Workflows, from SyrsiDynix in an amount not to exceed $71,269.88 for year one and $215,070.74 for the five-year term. (Ortiz)

D. Consider and act to purchase a refresh to the existing camera system from Automation Integration through a cooperative contract with BuyBoard (733-24) for an amount not to exceed $227,966.18. (Alexander)

E. Consider and act to approve a work authorization for testing services for the construction of the Southeast Pump Station and Ground Storage Tank with WSB, LLC, for an amount not to exceed $176,709.00. (Glasgow)

F. Consider and act to award Bid 2025-024 for Development Software by South Central Planning and Development Commission for an amount of $21,000.00 for year one and an estimated cost of $105,000.00 for five years, plus installation and travel fees estimated at $4,320.00. (McAfee)

G. Consider and act upon a Facilities Agreement between the City of Celina and MWE Holdings, LLC (Southwest Erosion Control), generally located west of Custer Road and approximately 500 feet north of Frontier Parkway, within the City Limits. (McAfee)

H. Consider and act to award Bid 2025-044 for water and wastewater parts and accessories to Ferguson Waterworks, Core and Main LP, and North Texas Winwater Co. designating them as primary and secondary vendors for the awarded sections, at the unit prices listed, not to exceed the annual budgeted amount. (Figueroa)

I. Consider and act to accept the resignation of Jack Hastings and declare a vacancy on the Board of Adjustment. (Owens)

J. Consider and act to authorize the purchase of LED lights and related control equipment for Founders Station Park from Musco Sports Lighting, LLC, through a cooperative contract with Buy Board (Contract #677-22) for an amount not to exceed $161,688.00. (Walsh)

K. Consider and act upon an Ordinance amending Ordinance No. 2024-83 which adopted and approved the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each department, project, and account, by adopting an amended 2024-2025 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this

Ordinance. (Bromiley)

Ordinance No. 2025-31

L. Consider and act upon a Chapter 380 Grant Agreement with First Texas Homes. (Ranc)

Due to a conflict of interest, Council Member Grumbles excused himself at 7:26 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve a Chapter 380 Agreement with First Texas Homes. The motion carried 7-0.

Council Member Grumbles returned at 7:27 PM.

M. Consider and act to authorize Amendment 3 for design services from Harley Ellis Devereaux (HED) for the design of Downtown Center in an amount not to exceed $171,660.00. (Brawner)

N. Consider and act on an amendment to the existing Interlocal Agreement by and between the City of Celina and Denton County for the design of Parvin Road from FM 1385 to Legacy Drive. (Brawner)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for Alternative Retail Services (Body Art Studio) on approximately 0.17 acres; generally located west of Louisiana Drive and approximately 120 feet north of Beech Street, within the City Limits. (Liberty or Death Celina Tattoo – Specific Use Permit) (Mohan)

Mayor Tubbs opened the Public Hearing at 7:39 PM.

1) Shelly Uhruh spoke in opposition.
2) Jessica Smith spoke in support.
3) Kenny Smith spoke in support.
4) Amanda Gonzalez spoke in opposition.
5) Katie Dunn spoke in support.

Mayor Tubbs closed the Public Hearing at 7:50 PM.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Cawlfield, the Council voted three (3) for and four (4) opposed to approve an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for Alternative Retail Services (Body Art Studio; Liberty or Death Celina Tattoo). The motion carried 3-4. Council Member Ferguson, Council Member Hopkins, Council Member Koehne, and Deputy Mayor Pro Tem Grumbles opposed. Motion failed.

B. Conduct a Public Hearing to consider and act upon a request for a Development Agreement on approximately 41 acres of land; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Glen at Uptown – Development Agreement) (Mohan)

The applicant requested to table the item.

Mayor Tubbs opened the Public Hearing at 7:59 PM.

Upon a motion by Mayor Tubbs and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to table and continue the Public Hearing until July 8, 2025, at 5:00 PM. The motion carried 7-0.

C. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a final The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, including the Phase #2 Assessment Roll – Phase #2 Improvements; making a finding of special benefit to property within Phase #2 of The Parks at Wilson Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Stovall)

Mayor Tubbs opened the Public Hearing at 8:05 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:05 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-32. The motion carried 7-0.

D. Consider and act upon a Resolution approving and authorizing the Mayor to execute the Amended and Restated PID Reimbursement Agreement The Parks at Wilson Creek Public Improvement District and resolving other related matters. (Stovall)

Upon a motion by Council Member Ferguson and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-49R. The motion carried 7-0.

E. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving an Updated Service and Assessment Plan, including a Phase #2 Assessment Roll – Phase #2 Initial Projects; making a finding of special benefit to the property within Phase #2 of the Mustang Lakes (Annex) Public

Improvement District; levying special assessments against such property and establishing a lien on such property; and providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (Bromiley)

Mayor Tubbs opened the Public Hearing at 8:10 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:10 PM.

Upon a motion by Council Member Wigginton and a second by Council Member Koehne, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-2025-33. The motion carried 7-0.

F. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving an Updated Service and Assessment Plan, including a Phase #2 Assessment Roll – Phase #2 Additional Major Improvements; making a finding of special benefit to the property within Phase #2 of the Mustang Lakes (Annex) Public Improvement District; levying special assessments against such property and establishing a lien on such property; and providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (Bromiley)

Mayor Tubbs opened the Public Hearing at 8:11 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:11 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-34. The motion carried 7-0.

G. Consider and act upon a Resolution approving and authorizing the Mayor to execute an Amended and Restated PID Reimbursement Agreement – Mustang Lakes (Annex) Public Improvement District and resolving other related matters. (Bromiley)

Upon a motion by Mayor Tubbs and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-50R. The motion carried 7-0.

IX. ACTION ITEM:

A. Consider and act to award Bid 2025-032 for the construction of the Southeast Pump Station and Ground Storage Tank to Archer Western Construction at the unit prices listed in the amount of $65,979,800.30 plus five percent contingency in the amount of $3,298,990.00 for a total amount not to exceed $69,278,790.30. (Glasgow)

Upon a motion by Council Member Wigginton and a second by Council Member

Ferguson, the Council voted seven (7) for and none (0) opposed to approve (Item A) awarding Bid 2025-32 for the construction of the Southeast Pump Station and Ground Storage Tank to Archer Western Construction. The motion carried 7-0.

B. Consider and act to authorize Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of Phase 1 of Wilson Creek Park through the Construction Manager at Risk, Dean Construction, in the amount of $11,870,219.43. (Glasgow)

Upon a motion by Mayor Tubbs and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of Phase 1 of Wilson Creek Park through Dean Construction. The motion carried 7-0.

C. Consider and act to authorize Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of the Parks Administration Building through the Construction Manager at Risk, Crossland Construction, in the amount not to exceed $6,197,824.00. (Walsh)

Upon a motion by Council Member Koehen and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of the Parks Administration Building through Crossland Construction. The motion carried 7-0.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 8:27 PM.

_____
Ryan Tubbs, Mayor

_____ July 8, 2025
Ashley Owens, City Secretary Date

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CITY COUNCIL RETREAT
HYATT REGENCY FRISCO-DALLAS
2615 PRESTON ROAD
CHESTNUT MEETING ROOM
FRISCO, TX 75034
SATURDAY, JUNE 21, 2025
8:00 AM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 8:58 AM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	None
Mayor Pro Tem Eddie Cawlfield	
Deputy Mayor Pro Tem Brandon Grumbles	
Council Member Philip Ferguson	
Council Member Andy Hopkins	
Council Member Wendie Wigginton	
Council Member Mindy Koehne	

II. OPEN FORUM:

No one wished to speak during Open Forum.

III. WORK SESSION:

A. Welcome/Meeting Agenda Review.

At 8:58 AM, City Manager Robert Ranc reviewed the agenda Mayor and City Council until 9:03 AM.

B. Verdunity Presentation.

At 9:03 AM, Kevin Shepherd, Verdunity, gave a presentation to Mayor and City Council until 10:41 AM.

C. SWOT Analysis.
At 10:51 AM, City Manager Robert Ranc went through a SWOT Analysis with Mayor and City Council until 11:24 AM.

D. City Council Priority Objectives.

Lunch break was taken from 11:25 AM to 12:00 PM.

At 12:00 PM, City Manager Robert Ranc reviewed the City Council Priority Objectives with the group until 2:04 PM.

E. Review of FY 2024 - FY 2026 Strategic Plan Objectives.

Break was taken from 2:04 PM to 2:13 PM.

At 2:13 PM, City Manager Robert Ranc reviewed FY 2024 - FY 2026 Strategic Plan Objectives with Mayor and City Council until 2:58 PM.

F. Finalize FY 2026 - FY 2028 Strategic Plan Objectives.

At 2:58 PM, City Manager Robert Ranc reviewed FY 2026 - FY 2028 Strategic Plan Objectives with Mayor and City Council until 3:05 PM.

IV. ADJOURNMENT

Mayor Tubbs adjourned the meeting at 3:05 PM.

_____
Ryan Tubbs, Mayor

_____ July 8, 2025
Ashley Owens, City Secretary Date

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Freese and Nichols for the design of a 54-inch transmission waterline from Celina Road Pump Station to FM 428 in an amount not to exceed $830,555.00. (Glasgow)

Background Information:

The proposed 54-inch transmission WL project is part of the 5-year Capital Improvement Plan (CIP) approved by the council in November 2024. The project will begin at the Celina Rd Pump Station and connect to the proposed 54-inch stub located near the intersection of FM 428 and CR 55. It is intended to provide additional transmission capacity to the southeast pump station and support future growth in the High Pressure Plane. The total length of the pipeline is approximately 11,000 linear feet. According to the 2022 Water Master Plan, the 54-inch pipeline must be operational by 2028 to meet the projected system demands.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. LOCATION MAP
3. Work Authorization

Financial Consideration:
Funding is available through water capital recovery fee funds. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the work authorization as presented.

54-INCH TRANSMISSION WATER LINE FROM CELINA PS TO FM 428 DESIGN

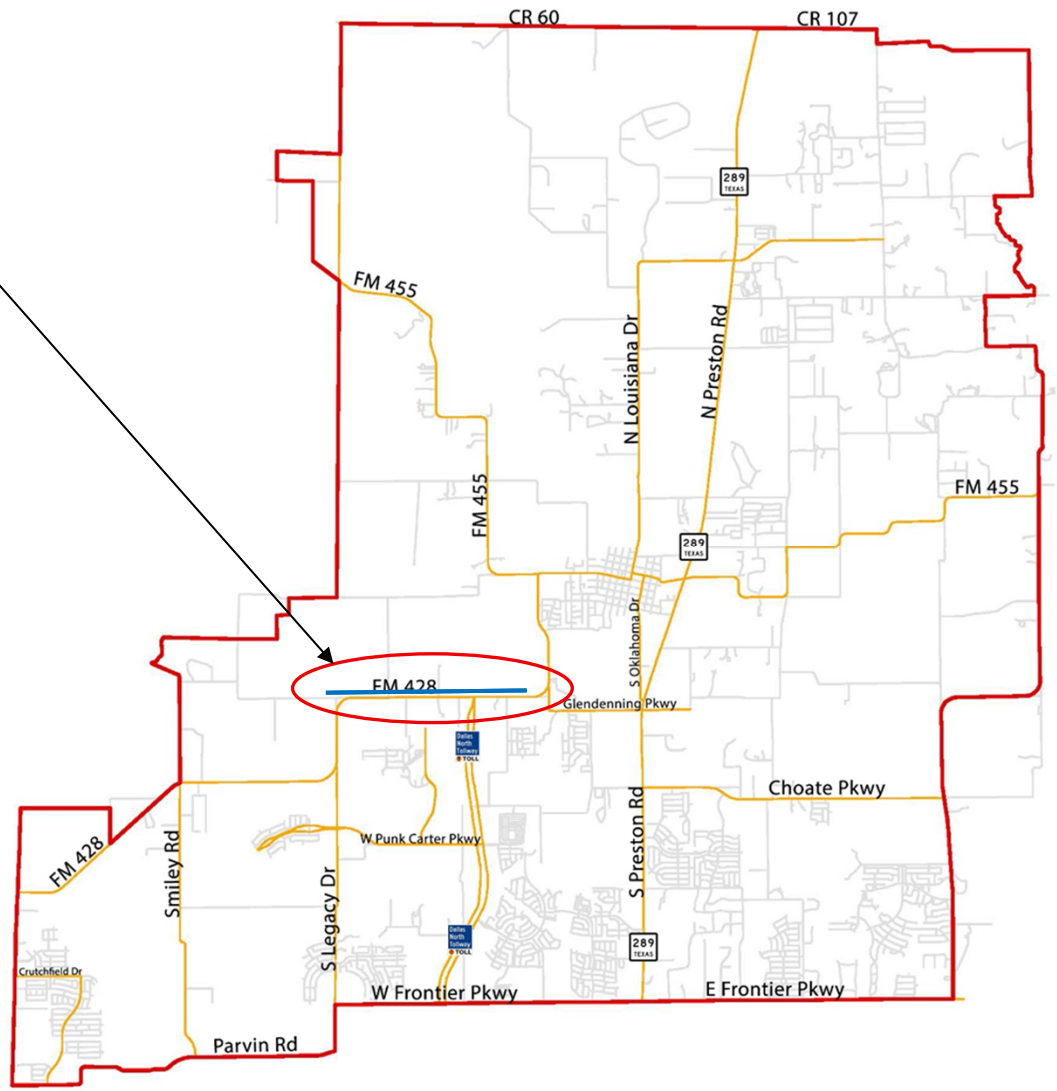
July 8, 2025

Andy Glasgow, PE, PMP,CFM
Director of Engineering



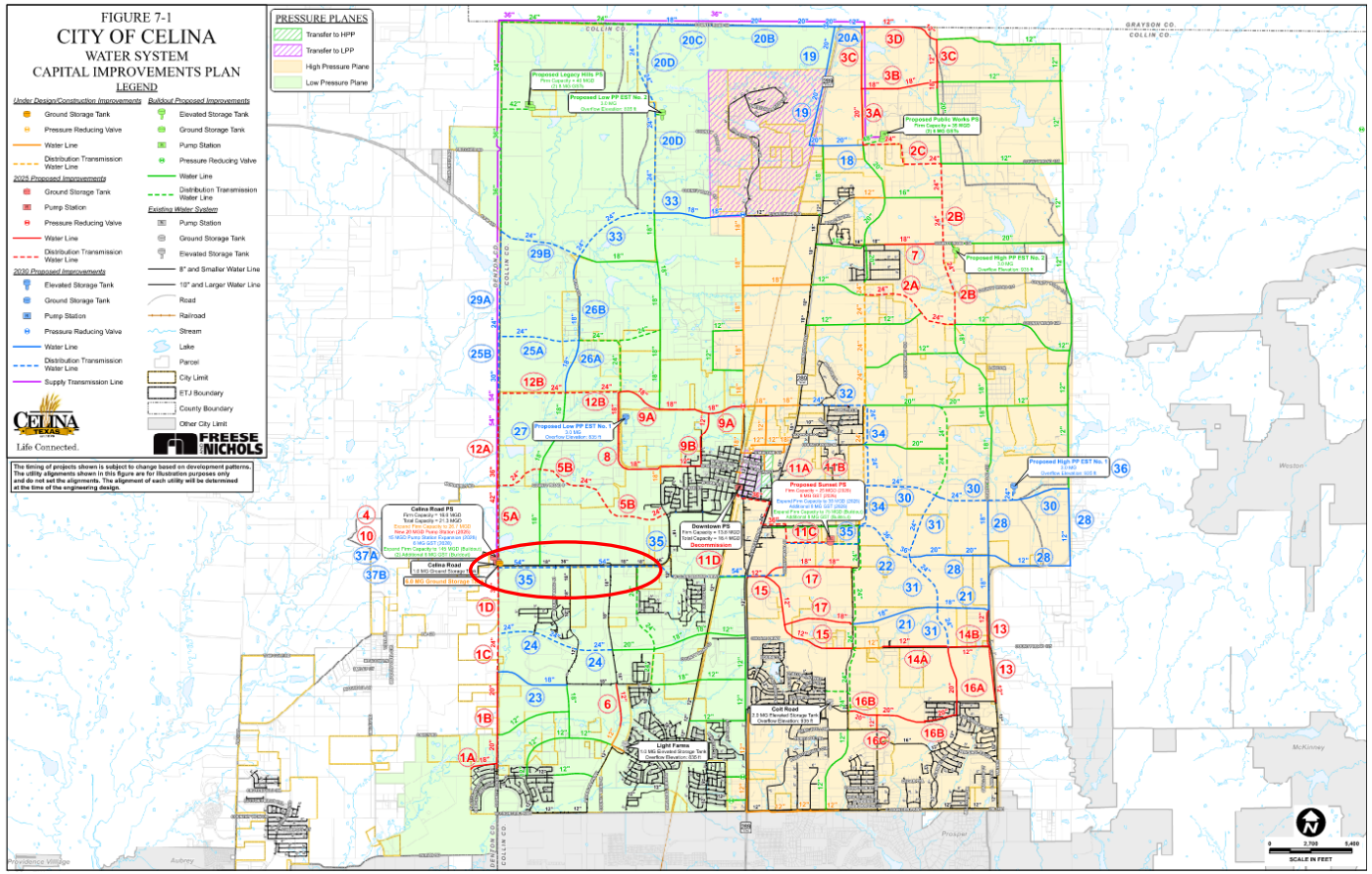
LOCATION MAP

54" WL from Celina Rd PS to FM 428



BACKGROUND

- Per the 2022 Water Master Plan, the 54-inch pipeline must be operational by 2028 to meet the projected system demands.



BACKGROUND (CONT.)

- The proposed 54-inch transmission WL project is part of the 5-year Capital Improvement Plan (CIP) approved by council in November 2024.
- The WL will provide additional transmission capacity to the southeast pump station and support future growth in the High-Pressure Plane.
- The total length of the pipeline is approximately 11,000 linear feet.

FACTS

- The City maintains an executed Master Agreement for Professional Services with Freese and Nichols for water infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

- Proposed design fee is $830,555.00.

- Design schedule to complete by June 2026, bid and award by July 2026.

QUESTIONS?


CELINA
TEXAS
EST. 1876
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LOCATION MAP

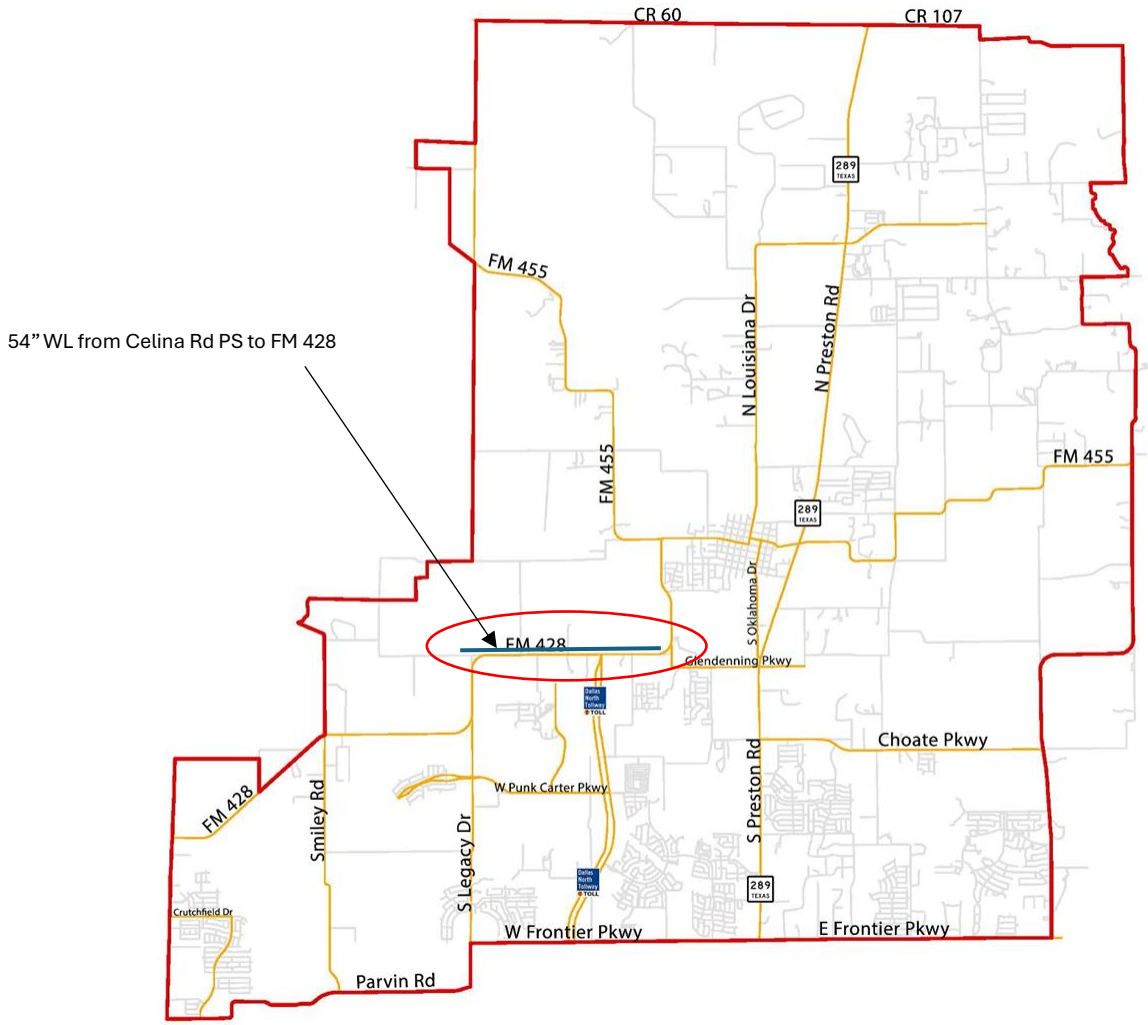


EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 FNI	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Freese and Nichols, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Southeast 54-Inch Transmission Pipeline (Celina Rd PS to W Glendenning Pkwy)		
Engineer Project #:		**Work Authorization Date:**	
Engineer:	Freese and Nichols, Inc..		
Purchase Order#:		**Project #:**	
Engineer Representative	Clayton Barnard	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Clayton Barnard Digitally signed by Clayton Barnard DN: C=US, E=ccb@freese.com, CN=Clayton Barnard Date: 2025.06.19 16:08:08-05'00'
Signature	Signature
	Clayton Barnard, Principal/Vice President
Printed Name & Title	Printed Name & Title
	6/19/2025
Date	Date

EXHIBIT A
SCOPE OF SERVICES

Project Understanding:

The City of Celina (Owner) has contracted with Freese and Nichols, Inc. (Consultant) to perform final design services for the proposed 54-inch Transmission Pipeline. The 54-inch Pipeline will connect to the 54-inch stub, by separate project (MAP#W58), near the intersection of FM 428 and CR 55. The Pipeline generally follows the proposed FM 428 right-of-way west until reaching the Celina Road Pump Station site. The approximate length of pipe is 11,000-linear feet.

Project Assumptions:

- The Pipeline survey and easement documents will be handled by a separate project (MAPS#W58). Final easement documents will be provided at the 90% submittal following this project timeline.
- Design of approximately 11,000 – linear feet of 54-inch pipeline from existing Celina Road PS to the 54-inch stub based on route analysis performed during the preliminary route analysis.

Basic Services:

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

General Requirements

1. Meetings. Participate in regularly scheduled monthly progress meetings with the City for the anticipated duration of the project, providing minutes for each meeting denoting all decision points and/or action items agreed upon. This scope includes eight (8) monthly meetings for the preliminary and final design phases.

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

3. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Celina, for information necessary for implementation of Project, within the Project Limits.

4. 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.

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

6. Deliverables related to General Requirements include:

    a. Monthly Status reports.
    b. Minutes and decision log following meetings and workshops.

Task 1 – Preliminary 60% Design: FNI shall provide professional services in this phase as follows:

1. 60% Design: Prepare drawings which include locations of existing utilities, infrastructure, buildings, property lines, landscaping and other pertinent information, establish easement needs, determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required, specification table of contents, designs, and layouts of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner one (1) electronic copy of drawings, specification table of contents, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations for all the trades, typical details,

and most special details. The draft specifications will include major equipment items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. Submittal will consider construction sequencing and access plans. FNI will receive comments from Owner and address comments in the 90% Submittal.

2. Coordinate ROE with the city and landowners.

3. Prepare draft specification table of contents and technical specifications.

4. Opinion of Probable Construction Cost.

5. Conduct one (1) meeting with the City to discuss comments and design elements.

6. Deliverables for the 60% Design Phase shall include:

    a. Specification Table of Contents
    b. OPCC
    c. 60% submittal of Plans
    d. NTTA Permit Application

7. Submit electronical pdf of plans (11"x17") and specification for each completion interval for the City review.

Task 2 – 90% and Final Design Phase: After approval of the 60% plans, FNI shall provide professional services in this phase as follows:

1. Prepare revised opinion of probable construction cost.

2. 90% Design: Incorporate 60% comments into the plans and specifications. Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed to 90% completion. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner one (1) electronic pdf of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft.

3. Deliverables for the 90% Design Phase shall include:

    a. Specifications
    b. OPCC
    c. 90% submittal of Plans

4. Conduct one (1) meeting with the City to discuss comments and design elements.

After approval of the 90% plans, FNI shall provide professional services in this phase as follows:

1. Prepare applications for routine permits such as road crossing permits, and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Service in Article II.

2. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

3. Final Design: Submit electronic pdf of Final drawings, specifications, and bid proposals signed and sealed for bidding.

4. Deliverables for the Final Design Phase shall include:

    a. TCEQ General Plan Review Submittal
    b. Final submittal of Plans and Specifications

Task 3 – Bid Phase: Assist City in securing bids for the project.

1. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.

2. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

3. FNI will attend the bid opening and assist Owner in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.

4. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide six (6) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute four (4) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.

5. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

6. Deliverables for the Bid Phase include:

    a. Notice to Bidders
    b. Electronic copies of plans, specifications, bidding documents, and addenda
    c. Recommendation of Award with tabulation of bids
    d. Conformed contract documents for execution
    e. Copies of conformed contract documents for Contractor and Owner

Task 4 – Construction Phase: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

2. Utilized Procore to maintain project documentation with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals (50 estimated for the pipeline), including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

3. Make visits monthly (up to a total of 12) appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.

4. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

5. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

6. Utilize Procore for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

7. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

Task 5 – Record Drawings

1. Prepare record drawings for the project based on information furnished by the Contractors. Provide the City AutoCAD and pdf files of the project plans.

2. Provide GIS shape files of the pipeline record drawing alignments to the City.

SPECIAL SERVICES:

Special Services to be performed by FNI include the following:

Task A – Corrosion Engineering Services

1. Review site plans, proposed pipeline alignment and materials, foreign pipeline crossing, parallel piping systems and existing cathodic protection systems, electrical High Voltage (EHV) transmission lines, sources of stray DC current, topography and soil types and conditions.

2. Mobilization

    a. Conduct in-situ soil resistivity (25 locations) at depths of 20, 10, 5 and 2.5 feet via the Wenner 4-pin Method

    b. Conduct stray current (DC) investigation in proposed alignment. The purpose of performing this investigation is to identify potential sources of stray current and nearby metallic pipelines that may be affected by the proposed cathodic protection system.

3. Review geotechnical report. Geotechnical group will be requested to test a minimum of 5 samples collected from the proposed pipeline depth for:

    a. As-received and saturated electrical resistivity per ASTM G-187 and pH as per ASTM G-51

    b. Chemical analysis for major anions and cations as per ASTM 4327, ASTM 6919, and AWWA 41108

4. Analyze collected data and prepare a technical memorandum. The memorandum will include the collected field data and provide conclusions and recommendations for cathodic protection based on the soil conditions with respect to the proposed pipeline materials.

5. Provide Cathodic Protection Design and Specifications at the 90 and 100% design submittals. All design work will apply to new construction only.

6. Participate in up to two (2) design review meetings. (90% design, 100% design)

7. Provide a cathodic protection opinion of probably construction cost.

8. Provide start up review and verification of the cathodic protection system after construction.

Task B – Subsurface Utility Engineering (SUE): Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data):

1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

    a. Quality Level D (QL "D") – Information derived from existing records.
    b. Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
    c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
    d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive

vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

1. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" will include approximately 22,000-LF for the transmission line.

2. The QL "A" will consist of up to five (5) test holes, along the proposed water line alignment, with a maximum of 10' deep.

3. Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

Task C – Geotechnical Engineering: Consultant will render the following geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data and design recommendations. The services will include field exploration, laboratory testing, engineering analysis, and reporting.

Field Exploration

1. Select and mark up to 7 boring locations and notify Texas 811 and City departments to request location and marking of existing underground utilities prior to the field exploration.

    a. It is anticipated the borings will be drilled within the ROW of FM 428 but not on pavement

    b. Subcontract with a geotechnical drilling contractor to drill up to 7 borings ranging in depth from 25 to 35 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be cored or tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material.

    c. At completion, the boreholes will be backfilled with auger cuttings.

2. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Laboratory Testing

3. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.

4. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:

    a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)

    b. Moisture content

    c. Dry unit weight

    d. Unconfined compressive strength

    e. Water soluble sulfates (ASTM D4327)

    f. Water soluble chlorides (ASTM D4327)

g. pH of soil

h. Electrical Resistivity (as received and saturated – ASTM G57

Reporting

5. Prepare a geotechnical data report summarizing the investigation and data to include:

   a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.

   b. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.

6. Submittals will include an electronic PDF copy of the Geotechnical Investigation Report.

Task D – Survey and Staking: Upon written notice to proceed, Consultant will render (as a subconsultant) and monitor the services of the surveying firm to perform surveying services for the project. Survey areas will include a 100-ft wide survey of the pipeline from Celina Road Pump Station to the FM 428 and CR 55 intersection, approximately 11,000 linear feet. The following survey shall be provided:

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the City of Celina control monuments.

2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and existing easements within the project area.

3. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.

4. Design survey to include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.

5. Provide a digital design survey drawing in AutoCAD (.dwg) format prepared to FNI standards showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

6. Stake the waterline easement across the Old Celina LLC, Kings Place and G-Man Tracts.

Task E – Environmental Permitting Evaluation:

1. Compile information: Once the limits of construction (LOC) including permanent easements, temporary construction easements and access have been defined, FNI will assemble data such as aerial photos, USGS topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD), and LOC in digital format for developing field maps and uploading to the GPS unit.

2. Site Visit: FNI environmental scientists will conduct a pedestrian survey along the approximately 11,000 foot long alignment. Boundaries of potential waters of the U.S., including wetlands, will be identified with a GPS unit within the LOC. FNI scientists will also assess habitat within the proposed LOC to determine if potential habitat for federally listed threatened or endangered species is present.

3. Prepare Technical Memorandum: FNI Environmental Scientists will review the plans with the design team and prepare a technical memorandum documenting the results of the site visit and an opinion as to

whether or not the project can be designed to meet the terms and conditions of a Section 404 of the Clean Water Act Nationwide Permit (NWP), without requiring the preparation and submittal of a pre-construction notification (PCN) to the USACE. The memo will also address Federally Listed Threatened and Endangered Species, Section 401 Water Quality Certification Conditions, Fill in Floodplains, TPDES Stormwater Permitting Requirements, and the Migratory Bird Treaty Act.

4. THC Coordination: 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 LOC have been defined, FNI will prepare a letter describing the project including maps and photos requesting THC's review. Follow up studies or surveys required by the THC are not included in this scope of services.

5. Project Team Coordination: FNI Environmental Scientists will coordinate with the project team (Client and design team) on the findings of the environmental permitting evaluation, provide environmental input during design to avoid potential PCN triggers or other environmental concerns, and attend up to four progress meetings.

Task F – Archeological Investigation Services:

1. Archeology Field Survey and Reporting

    a. Once a final alignment is chosen for the transmission lines, subcontractor to the Contractor will prepare an Antiquities Permit application per the requirements of the Antiquities Code of Texas (ACT). This permit application package will include a summary of the known resources in the vicinity, the proposed field methods, and an application form. The application will be submitted to the City for their review, approval, and signature on the permit application form as a sponsor of the project prior to submittal. The fully signed permit application package will then be submitted to the THC for their review and eventual permit issuance. Simultaneously with permit application preparation, make final arrangements for on-site survey.

2. Archeological Field Survey

    a. Once a permit had been issued and schedule allows, subconsultant's staff archeologists will travel to the survey area to conduct an archeological survey in accordance with the THC's minimum standards, including shovel testing and potentially require backhoe trenching. Observations will be recorded through notes, photographs, field forms, and with hand-held GPS. Any archeological sites observed within the survey tract will be documented in accordance with THC standards. It's anticipated that 60 shovel tests will be necessary.

3. Draft Reporting

    a. After field investigations, subconsultant to prepare standard documentation for any archeological site(s) recorded. Prepare a comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project. A draft will be electronically submitted to FNI and the City for review and comment, then (upon revision/approval) sent to the THC for their review under the ACT.

4. Curation and Final Report Preparation

    a. Upon THC approval (typically 30 days after receipt), subconsultant to prepare final reports in accordance with the Antiquities Permit requirements and the scope provided and submit all photographs, notes, and forms to a state approved curation facility for permanent curation.

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. Construction Staking.
b. Environmental Services beyond those identified in the Scope of Services.
c. Title Research.
d. Design of water and/or wastewater improvements outside project area.
e. Fuel Day Tank and Fuel System Piping
f. Landscape and irrigation design for the parkway (between back of outside curb and ROW).
g. Traffic Simulations and/or Traffic Studies.
h. Franchise Utility Design.
i. Detailed Traffic Control Plan or revising the TCP based on Contractor input after Bidding.
j. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
k. TXDOT Utility Installation Permit (UIP) or Standard Utility Application (SUA) submittals and coordination.
l. Additional field testing or field work outside of that included in the contract.
m. Field layouts or the furnishing of construction line and grade surveys.
n. 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.
o. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.
p. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
q. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
r. Providing shop, mill, field or laboratory inspection of materials and equipment not listed in Special Services. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
s. Preparing Operation and Maintenance Manuals or conducting operator training.
t. Preparation of a pre-construction notification for Section 404 NWP authorization.
u. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
v. Preparation of a standard individual Section 404 permit application.
w. Preparation of a USACE easement request for activities on USACE fee-owned land.
x. Conducting a tree survey and preparing permit application for compliance with City tree ordinance requirements or USACE requirements.

y. Phase I/II Environmental Site Assessment.
z. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
aa. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
bb. Cultural resources surveys and reports.
cc. Presence/absence surveys for federally listed threatened/endangered species.
dd. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
ee. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
ff. Application for General Land Office easements.
gg. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
hh. Texas Parks & Wildlife Department Aquatic Resource Relocation Plan.
ii. Freshwater mussel survey.
jj. Additional field investigations or analysis required to respond to public or regulatory agency comments.
kk. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
ll. Expert representation at legal proceedings or at contested hearings.
mm. Monitoring for compliance with permit conditions.
nn. Stormwater permitting and Storm Water Pollution Prevention Plan (SWPPP) preparation.

EXHIBIT B

ENGINEERING FEE SUMMARY:

FNI proposes to furnish services as described herein for a total fee of Eight Hundred and Thirty Thousand Five Hundred and Fifty-Five Dollars ($830,555). 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	Preliminary 60% Design	$186,550
Task 2	Final 90% and 100% Design	$249,045
Task 3	Bid Phase	$28,800
Task 4	Construction Phase	$89,050
Task 5	Record Drawings	$7,500
	Subtotal	**$560,945**
SPECIAL SERVICES (HOURLY NOT-TO-EXCEED)		**AMOUNT**
Task A	Cathodic Protection	$53,150
Task B	SUE	$39,440
Task C	Geotechnical Engineering	$49,350
Task D	Survey and Staking	$73,070
Task E	Environmental Permitting Evaluation	$22,150
Task F	Archeological Investigation Services	$32,450
	Subtotal	**$269,610**
	TOTAL	**$830,555**

EXHIBIT C
TIMELINE

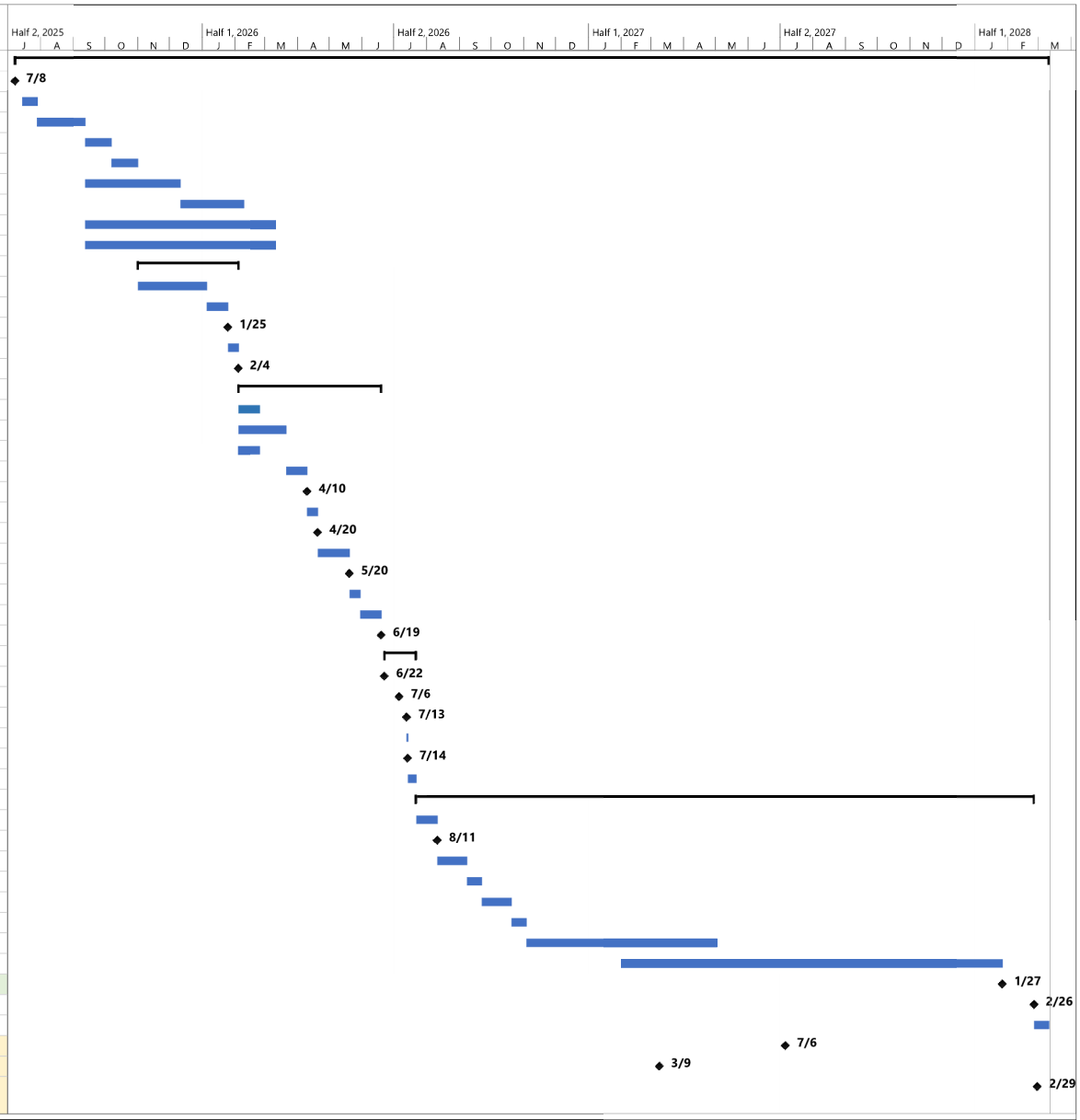
PROJECT SCHEDULE:

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

Task	Item Description	Schedule Month (Begin Work)	Schedule Month (End Work)
	Notice to Proceed	July 2025	July 2025
1	Preliminary 60% Design	November 2025	February 2026
2	Final 90% and 100% Design	February 2026	June 2026
3	Bid Phase	June 2026	July 2026
4	Construction Phase	July 2026	February 2028
5	Record Drawings	February 2028	March 2028
A	Cathodic Protection	December 2025	February 2025
B	SUE	October 2025	February 2026
C	Geotechnical Engineering	September 2025	December 2025
D	Survey and Staking	September 2025	October 2025
E	Environmental Permitting Evaluation	September 2025	March 2026
F	Archeological Investigation Services	September 2025	March 2026

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

ID	Task Mo	Task Name	Duration	Start	Finish	Predecessors
1		**54" Transmission Pipeline**	**699 days**	**Tue 7/8/25**	**Sat 3/11/28**	
2		Council Meeting (Second Tuesday of the Month)	0 edays	Tue 7/8/25	Tue 7/8/25	
3		Notice to Proceed/Project Set Up	2 ewks	Tue 7/15/25	Tue 7/29/25	2FS+1 ewk
4		Right-of-entry	1.5 emons	Tue 7/29/25	Fri 9/12/25	3
5		Survey (Topo and Boundary)	25 edays	Fri 9/12/25	Tue 10/7/25	4
6		Level B SUE	25 edays	Tue 10/7/25	Sat 11/1/25	5
7		Geotechnical Engineering	3 emons	Fri 9/12/25	Thu 12/11/25	4
8		Cathodic Protection	2 emons	Thu 12/11/25	Mon 2/9/26	7
9		Enviromental Permitting Evaluation	6 emons	Fri 9/12/25	Wed 3/11/26	4
10		Archeological Investigation Services	6 emons	Fri 9/12/25	Wed 3/11/26	4
11		**Task 1 - Preliminary Design**	**67 days**	**Sat 11/1/25**	**Wed 2/4/26**	
12		60% Design	65 edays	Sat 11/1/25	Mon 1/5/26	3,5,6
13		60% Design QC	20 edays	Mon 1/5/26	Sun 1/25/26	12
14		Submit 60% Design	0 edays	Sun 1/25/26	Sun 1/25/26	13
15		City Review of 60% Design	10 edays	Sun 1/25/26	Wed 2/4/26	14
16		60% Review Meeting	0 edays	Wed 2/4/26	Wed 2/4/26	15
17		**Task 2 - Final Design**	**97 days**	**Wed 2/4/26**	**Fri 6/19/26**	
18		Easement Documents	20 edays	Wed 2/4/26	Tue 2/24/26	16
19		90% Design	45 edays	Wed 2/4/26	Sat 3/21/26	16
20		SUE Level A Test Holes	20 edays	Wed 2/4/26	Tue 2/24/26	16
21		90% Design QC	20 edays	Sat 3/21/26	Fri 4/10/26	19
22		Submit 90% Design	0 edays	Fri 4/10/26	Fri 4/10/26	21
23		City Review of 90% Design	10 edays	Fri 4/10/26	Mon 4/20/26	22
24		90% Review Meeting	0 edays	Mon 4/20/26	Mon 4/20/26	23
25		Develop Pre-final Plans	30 edays	Mon 4/20/26	Wed 5/20/26	23
26		Submit Pre-final Plans	0 edays	Wed 5/20/26	Wed 5/20/26	25
27		City Review Pre-final Plans	10 edays	Wed 5/20/26	Sat 5/30/26	26
28		Develop Final Plans	20 edays	Sat 5/30/26	Fri 6/19/26	27
29		Submit Sign and Seal Plan Submittal	0 edays	Fri 6/19/26	Fri 6/19/26	28
30		**Task 3 - Bid Phase**	**22 days**	**Mon 6/22/26**	**Wed 7/22/26**	
31		Submit Advertisement	0 edays	Mon 6/22/26	Mon 6/22/26	29FS+3 edays
32		Attend and Assist Pre-Bid Conference	0 edays	Mon 7/6/26	Mon 7/6/26	31FS+14 edays
33		Bid Opening (Tenative)	0 edays	Mon 7/13/26	Mon 7/13/26	32FS+7 edays
34		Bid Tabulation and Qualifications Review	1 eday	Mon 7/13/26	Tue 7/14/26	33
35		Bid Recommendation	0 edays	Tue 7/14/26	Tue 7/14/26	34
36		Prepare Construction Contract Documents	8 edays	Tue 7/14/26	Wed 7/22/26	35
37		**Task 4 - Construction Phase**	**418 days**	**Wed 7/22/26**	**Sat 2/26/28**	
38		Contract Execution	20 edays	Wed 7/22/26	Tue 8/11/26	36
39		Award, Construction NTP	0 edays	Tue 8/11/26	Tue 8/11/26	38
40		Manuf. Shop Drawing Prep	4 ewks	Tue 8/11/26	Tue 9/8/26	39
41		Shop Drawing Review 1	2 ewks	Tue 9/8/26	Tue 9/22/26	40
42		Manuf. Show Drawing Rev	4 ewks	Tue 9/22/26	Tue 10/20/26	41
43		Shop Drawing Review 2	2 ewks	Tue 10/20/26	Tue 11/3/26	42
44		Lead time	6 emons	Tue 11/3/26	Sun 5/2/27	43
45		54" PL Construction	12 emons	Mon 2/1/27	Thu 1/27/28	44SS+90 edays
46		54" PL Substantial Completion	0 edays	Thu 1/27/28	Thu 1/27/28	45
47		54" Final Completion	0 edays	Sat 2/26/28	Sat 2/26/28	46FS+30 edays
48		**Task 5 - Record Drawings**	2 ewks	Sat 2/26/28	Sat 3/11/28	47
49		*Celina Road PS (Substanial Completion)*	0 days	Tue 7/6/27	Tue 7/6/27	
50		*Celina Road 54" Pipeline (Substantial Completion)*	0 days	Tue 3/9/27	Tue 3/9/27	
51		*54" Pipeline Needed to be in Service to meet 2028 Demands*	0 days	Tue 2/29/28	Tue 2/29/28	



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon an Ordinance amending the Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to add new school zones for the Prosper ISD. (Glasgow)

Background Information:
In July 2020, the City of Celina created Ordinance 2020-45 to establish reduced-speed school zones. The proposed Ordinance amends Ordinance 2020-45, which is updated annually as new schools are constructed, or school zones are modified as attendance zones change.

Prosper ISD will be adding a new elementary school (Smothermon Elementary) located in Mosaic neighborhood. The school zones for the new campus will be on Sunrise Ln, Meander Way, Lamplights Dr, Trellis Dr, Impression Ln and Cordwood Dr.

Legal Review:
Ordinance has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

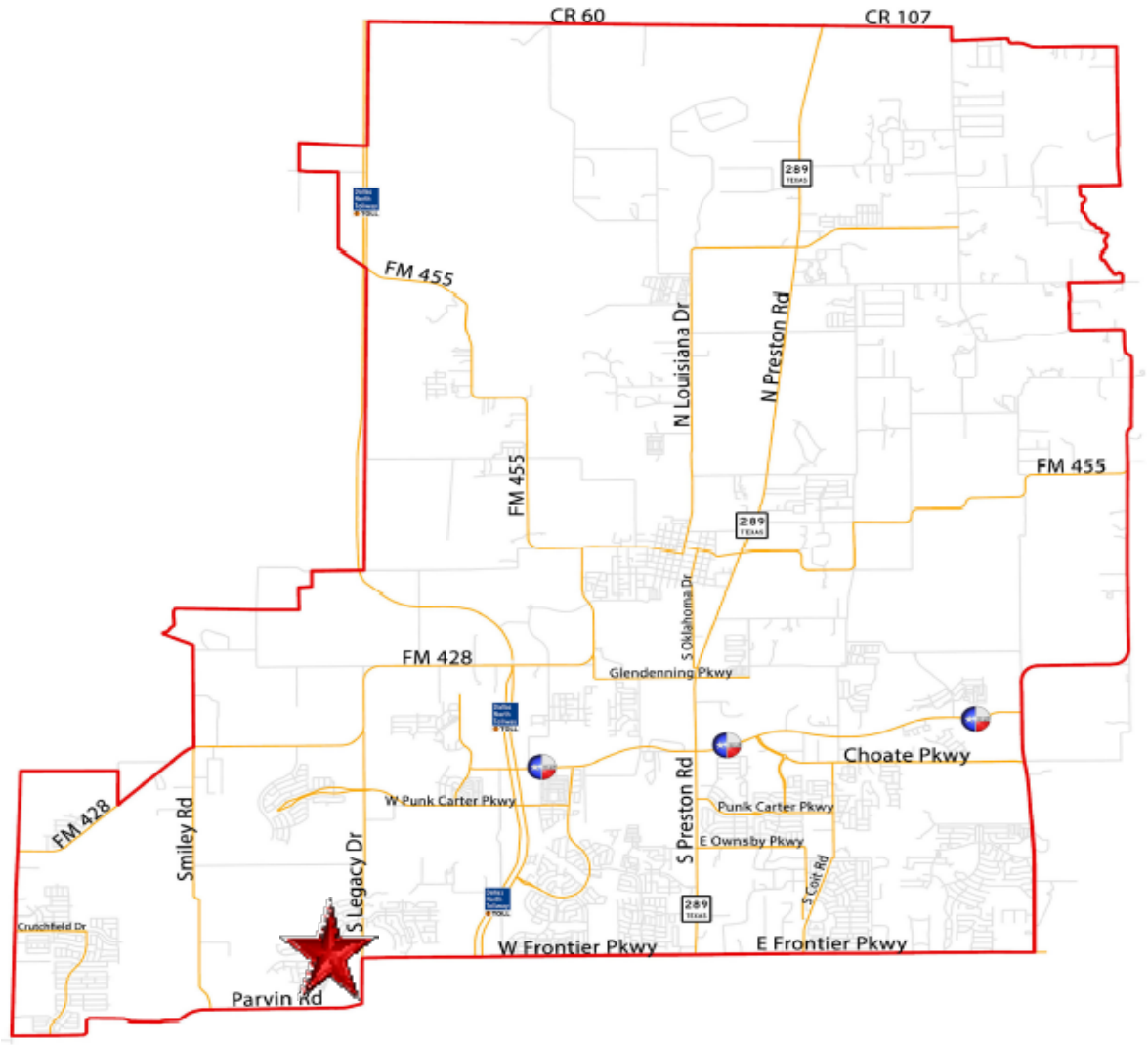
SCHOOL ZONE SPEED LIMITS ORDINANCE UPDATE

July 8, 2025

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

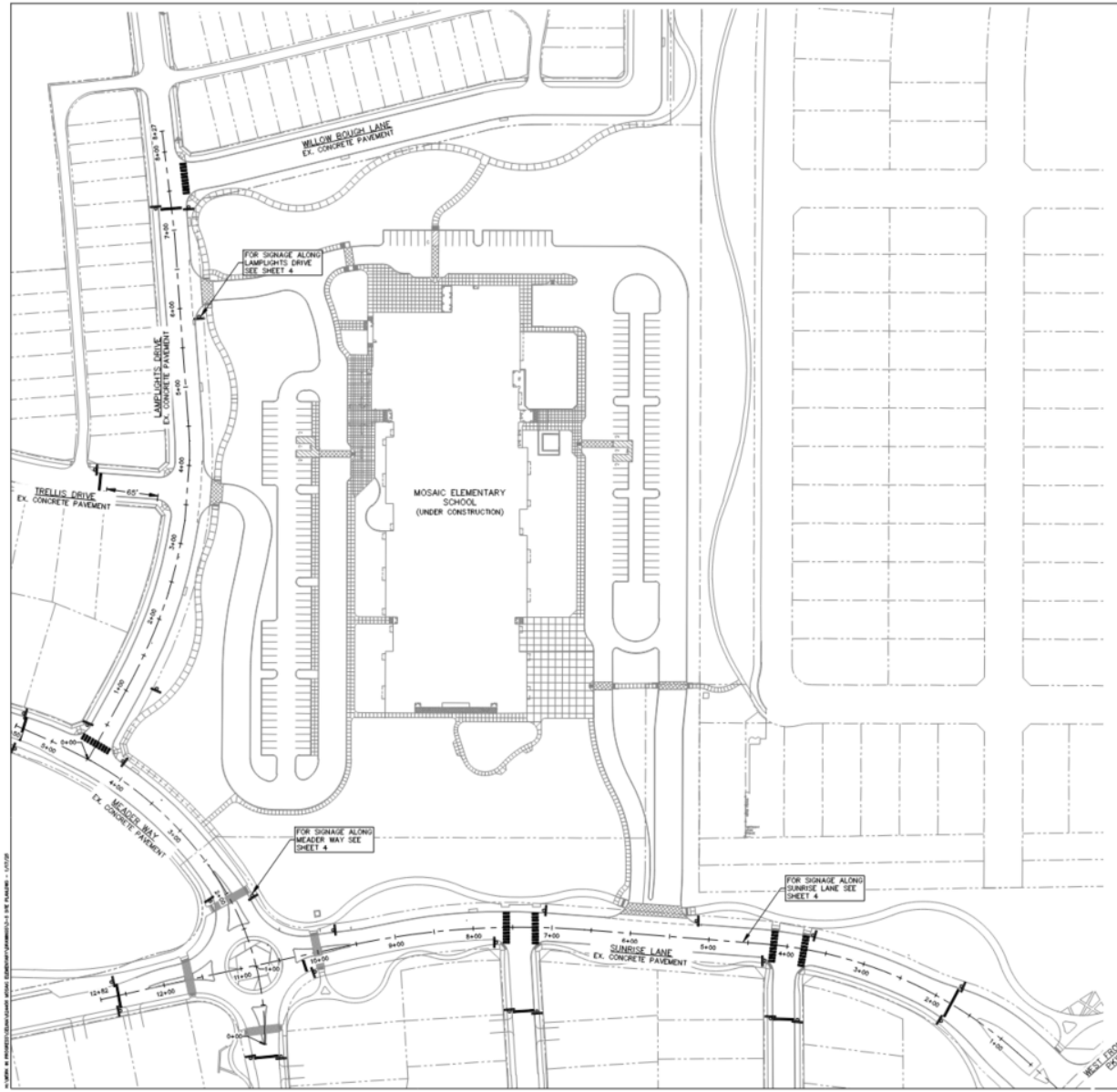


LOCATION MAP



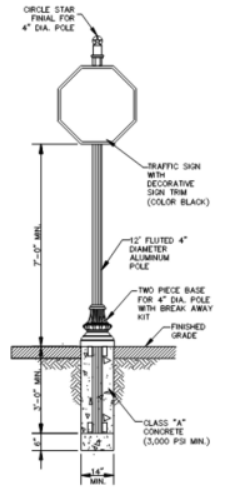
FACTS

- Project Description: Prosper ISD will add a new elementary school located in the Mosaic neighborhood. The school zones will be on Sunrise Ln, Meander Way, Lamplights Dr, Trellis Dr, Impression Ln, and Cordwood Dr.
- Action requested: Approval of revised Exhibit A for Ordinance 2000-45 adding the new reduced speed school zones.
- Total cost: The cost of the updated school zones will be funded through roadway capital expenses, but these costs are not part of this agenda item.



SITE DESIGN NOTES:

1. ALL STRIPING AND MARKINGS SHALL BE HOT APPLIED REFLECTIVE THERMOPLASTIC MEETING THE REQUIREMENTS OF TXDOT SPECIFICATION DMS-8220.
2. PREPARE SURFACE IN ACCORDANCE WITH TXDOT ITEM 678, AND SEAL STRIPING AND MARKINGS IN ACCORDANCE WITH TXDOT ITEM 666.
3. TRAFFIC CONTROL, SIGNS, STRIPING, AND PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH TMUTCD MANUAL, LATEST EDITION.
4. S5-1 SIGN, INCLUDING ANY SUPPLEMENTAL PLAQUES USED IN ASSOCIATION WITH THIS WARNING SIGN SHALL HAVE FLUORESCENT YELLOW-GREEN BACKGROUND WITH A BLACK LEGEND AND BORDER.
5. FLASHING CIRCULAR YELLOW SIGNAL SHALL BE USED FOR THE SPEED LIMIT SIGN BEACON. IT SHALL HAVE A NOMINAL DIAMETER OF 8 INCHES AND BE SOLAR POWERED.
6. MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE PAVEMENT, OF SIGNS INSTALLED AT THE SIDE OF THE ROAD IN RURAL AREAS SHALL BE 7 FEET. THE HEIGHT TO THE BOTTOM OF THE SUPPLEMENTARY PLAQUE MOUNTED BELOW ANOTHER SIGN MAY BE INSTALLED AT 6FT. REFERENCE SECTION 2A OF THE TMUTCD FOR ILLUSTRATIONS.
7. CONTRACTOR TO ENSURE FLASHER POLES AND CONTROL BOXES ARE TO BE BLACK POWDER COATED.



TRAFFIC SIGN AND ROADWAY POST WITH BASE

N.T.S.

WARNING!! EXISTING HIGH PRESSURE GAS MAIN, WATER MAIN, SEWER MAIN, COMMUNICATION LINES, AND POWER LINES IN THE AREA. EXACT LOCATION AND DEPTH UNKNOWN. CONTRACTOR TO VERIFY PRIOR TO EXCAVATION.

NOTE:
EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS FUNCTIONAL USE.

N

60 30 0 60 120
SCALE : 1" = 60'

DESIGN BY:	JTHOMAS
DRAWN BY:	AVEGA
CHECKED BY:	JTHOMAS
SCALE:	1" = 60'
JOB NUMBER:	624406

NO.	REVISION	DATE

TRC ENGINEERS, INC.
TBPE FIRM REGISTRATION # F-453
TBPLS FIRM REGISTRATION # 10194153

JUSTIN THOMAS 98403 LICENSED PROFESSIONAL ENGINEER 01/20/2025

CITY OF CELINA
MOSAIC SCHOOL ZONE SIGNAGE
SITE PLAN OVERALL

CELINA TEXAS Life Connected.

SHEET
3 OF 5

JANUARY 2025

QUESTIONS?

CITY OF CELINA, TEXAS

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 12 "TRAFFIC AND VEHICLES", ARTICLE 12:03 "OPERATION OF VEHICLES", DIVISION 2 "TRAFFIC SCHEDULES", SECTION 12.03.051 "SPEED LIMITS", TO ADD A SCHOOL ZONE LOCATION FOR SMOTHERMON ELEMENTARY SCHOOL; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulations that is for the good government, peace or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council of the City (the "City Council") has previously adopted Chapter 12 "Traffic and Vehicles", Article 12.03 "Operation of Vehicles", Division 2 "Traffic Schedules", Section 12.03.051 "Speed limits", Subsection 12.03.051(a) "School zones"; and

WHEREAS, Section 541.302(13) of the Texas Transportation Code defines a "school crossing zone" as a reduced-speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed limit is unreasonable or unsafe on a street or portion thereof within the municipality, taking into consideration the width and condition of the pavement, the usual traffic at the affected area, and other circumstances, the governing body may alter by ordinance the prima facie speed limit established by State law and determine and declare a reasonable and safe prima facie speed limit upon that street or portion thereof; and

WHEREAS, due to the construction of a new school, Smothermon Elementary School, the City Council finds it necessary to provide for this additional school zone within the City, and has determined that the City's Code of Ordinances should be amended, and the City Council desires to amend Section 12.03.051(a) "School zones" for the addition of a school zone location for Smothermon Elementary School; and

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 interests of the City of Celina, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENT

The Celina Code of Ordinances, Chapter 12 "Traffic and Vehicles"; Article 12.03 "Operation of Vehicles"; Division 2 "Traffic Schedules"; Section 12.03.051 "Speed limits"; subsection 12.03.051(a) "School zones", is hereby amended to read as provided in **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

SECTION 4
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions described herein or any other ordinance such provisions which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

The provisions of 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 part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment

SECTION 7
PENALTY

Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars ($500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless, or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 8
OPEN MEETINGS

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

SECTION 9
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 records of the City.

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 _____ day of _____, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

[SEAL]

Exhibit A
Sec. 12.03.051 (a) School Zones

SCHOOL NAME	STREET NAME	DESCRIPTION	SCHOOL ZONE TIMES	SPEED	STATUS
Celina ISD					
Lykins Primary	Malone St	Malone St from Texas Dr to SH 289	7:10 AM to 8:10 AM 2:45 PM to 3:30 PM	20 mph	Existing
	Texas Drive	Texas Dr from Maple St to Malone St			
Celina Sixth Grade & Celina Junior High	Pecan St	From Preston Rd (SH 289) to New Mexico Dr	7:05 AM to 8:05 AM 3:15 PM to 4:15 PM	20 mph	
Lykins Elementary	Sunset Blvd	From 250 ft west of Tolleson Dr to S Utah Dr	7:10 AM to 8:00 AM 2:45 PM to 3:30 PM	20 mph	
	S Arizona Dr	From W Ash Street to W Cedar Street			
	S Georgia Dr	From W Ash Street to W Cedar Street			
	W Cedar St	From S. Arizona Dr to S. Utah Dr			
	S Utah Dr	From Ash St to Sunset Blvd			
Tommie Dobie Bothwell Elementary	Coventry Drive	From 60 ft south Carisbrooke Street to 70 ft east of Ravens Circle			
	Huddleston Drive	From 300 ft noth Coventry Drive to Carisbrooke Street			
Bobby Ray and Afton Martin Elementary	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)	7:10 AM to 8:00 AM 2:45 PM to 3:30 PM	20 mph	
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)		35 MPH	
Margie Moore Vasquez Elementary	Sunset Blvd	From 200 ft west of Roaseland Pkwy to 200' east of Big Bend Ln	7:10 AM to 8:00 AM 2:45 PM to 3:30 PM	20 mph	
	Roseland Pkwy	From 200 ft south of Sunset Blvd to 200 ft north of Big Bend Ln			
	Big Bend Ln	From Sunset Blvd to Roseland Pkwy			
Jerry and Linda Moore Middle School	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)	7:50 AM to 8:40 AM 3:30 PM to 4:30 PM	20 mph	
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)		35 mph	
O'Dell Elementary	Punk Carter Pkwy	From 700 ft east of the intersection with Palomino Ln to Indigo Ln	7:10 AM to 8:10 AM 2:45 PM to 3:30 PM	20 mph	
	Monarch Ln	From Berry St to Field St			
	Berry St	From Lawndale St to 100 east of Monarch Ln			
Prosper ISD					
Boyer Elementary	Bridgewater Blvd	From Frontier Pkwy to Montgomery Ln	7:00 AM to 8:00 AM 2:05 PM to 3:05 PM	20 mph	Existing
Light Farms	Cypress Creek Way	From Light Farms Way to Langley Drive	7:00 AM to 8:00 AM 2:05 PM to 3:05 PM	20 mph	
	Light Farms Way	From Cypress Creek Way to Wildrye Ridge			
Sam Johnson	Water View Trail	From Carmel Road to 300 feet south of Roseland Pkwy	7:00 AM to 8:00 AM 2:40 PM to 3:40 PM	20 mph	
	Roseland Pkwy	From 1000 feet south of Waterview Trail to Waterview Trail			
	Roseland Pkwy	From 700 feet west of Waterview Trail to 1500 feet west of Waterview Trail			
Lilyana Elementary	Coit Road (CR 83)	From 260 feet south of Marigold Lane to 265 feet north of Daisy Corner Drive	7:00 AM to 8:00 AM 2:40 PM to 3:40 PM	20 mph	
	Daisy Corner Drive	From 60 feet east of Marigold Lane to Coit Road (CR 83)			
	Marigold Lane	From Coit Road (CR 83) to Daisy Corner Drive			

Dan Christie Elementary	Ballenger Road	From FM 1385 to Alcott Lane	7:00 AM to 8:00 AM 2:40 PM to 3:40 PM	20 mph	
	Crutchfield Road	From FM 1385 to 170 feet east of Boleyn Avenue			
Smothermon Elementary	Sunrise Ln	From 180 feet west of W Frontier Pkwy to 120 ft west of Meader Way	7:00 AM to 8:00 AM 2:40 PM to 3:40 PM	20 mph	New
	Meader way	From 100 feet west Lamplights Dr to 100 feet south of Sunrise Ln			
	Lamplights Dr	From Willow Bough Ln to Meader Way			
	Trellis Dr	65 feet west of Lamplights Dr			
	Impression Ln	65 feet south of Sunrise Ln			
	Cordwood Dr	65 feet south of Sunrise Ln			

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Kimley-Horn for the 2025 Downtown Water and Wastewater Improvements in an amount not to exceed $259,000.00.(Glasgow)

Background Information:
The proposed water and wastewater improvements in Downtown for 2025 are part of the 5-year Capital Improvement Plan (CIP) approved by the Council in November 2024. The project includes the rehabilitation or replacement of multiple segments of potable water and sanitary sewer lines in various locations within the Downtown area. In addition to design services, the project includes survey, geotechnical investigation, CCTV investigation, subsurface utility engineering (SUE), and bid and construction phase services.

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

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

Supporting Documents:
1. Staff Presentation
2. Location map
3. Work Authorization

Financial Consideration:

Funding is available through water capital recovery fee funds. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the work authorization as presented.

2025 DOWNTOWN WATER AND WASTEWATER IMPROVEMENTS DESIGN

July 8, 2025

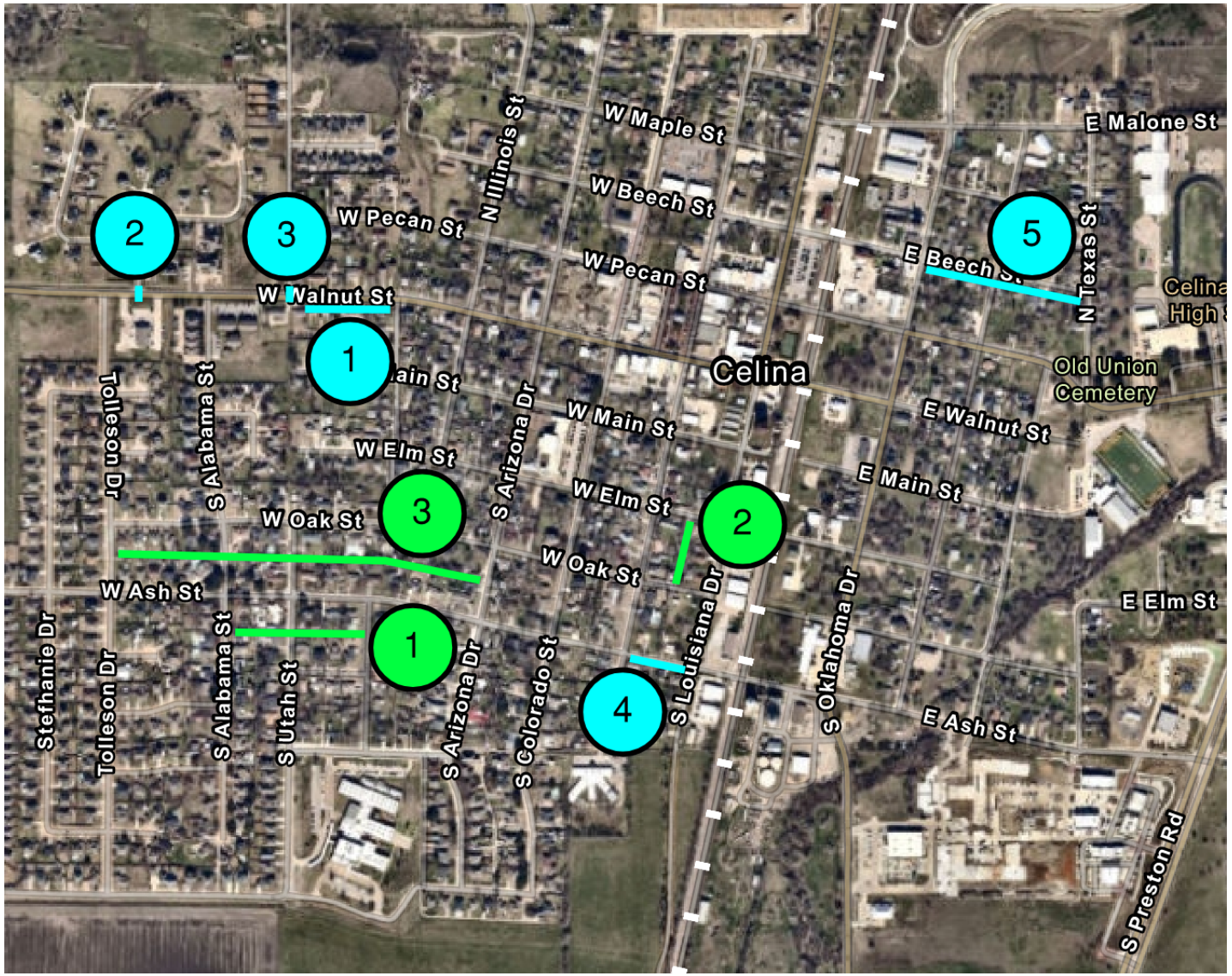
Andy Glasgow, PE, PMP,CFM
Director of Engineering



LOCATION MAP - OVERALL



LOCATION MAP – SPECIFIC SEGMENTS



1. Abandon 1" water and re-connect services to 6" water along Walnut St between Florida Dr and Kentucky Dr
2. Install 6" water crossing Walnut St at Maryland St to provide second feed to Willock Hills neighborhood
3. Replace 6" water crossing Walnut St at Florida Dr, and install two additional valves.
4. Abandon 2" water and re-connect services to 12" water along Ash St between Ohio St and Louisiana Dr, and remove fire hydrant at NE corner of Ohio St and Ash St intersection.
5. Replace 6" water along Beech St from Oklahoma Dr to Texas Dr, re-connect services, and abandon 2" water.

1. Rehab 6" wastewater along alley between Alabama Dr and Georgia Dr and Ash St and Sycamore St. Install "poo pit" at eastern end.
2. Rehab 6" wastewater along alley between Ohio St and Louisiana Dr and Oak St and Elm St.
3. Rehab 8" wastewater along alley between Alabama Dr and Arizona Dr and Oak St and Ash St. Install "poo pit" at ends.

BACKGROUND

- The proposed water and wastewater improvements in Downtown for this year is part of the 5-year Capital Improvement Plan (CIP) approved by Council in November 2024.

- The project includes the rehabilitation or replacement of multiple segments of potable water and sanitary sewer lines in various locations within the Downtown area. In addition to design services, the project includes survey, geotechnical investigation, CCTV investigation, subsurface utility engineering (SUE), and bid and construction phase services.

FACTS

- The City maintains an executed Master Agreement for Professional Services with Kimley-Horn for water and wastewater infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

- Proposed design fee is $259,000.00.

QUESTIONS?


CELINA
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CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
E Owensby Pkwy
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 KH	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Kimley-Horn and Associates, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Celina 2025 Downtown Water and Wastewater Improvements		
Engineer Project #		**Work Authorization Date:**	
Engineer:	Kimley-Horn and Associates, Inc.		
Purchase Order#:		**Owner's Project #:**	
Engineer Representative	Stuart Williams, P.E.	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**KIMLEY-HORN AND ASSOCIATES, INC.**
	Stuart Williams, P.E.
Signature	Signature
	Stuart Williams, P.E., Associate
Printed Name & Title	Printed Name & Title
	06/25/2025
Date	Date

EXHIBIT A
SCOPE OF WORK

I. PROJECT DESCRIPTION

The City of Celina has issued bonds for the rehabilitation / replacement of multiple segments of potable water and sanitary sewer lines in various locations around the Downtown area. In addition to design services, the Project includes survey, geotechnical investigation, CCTV investigation, subsurface utility engineering (SUE), bid phase services, construction phase services, and the preparation of record documents. The segments of water and sanitary sewer replaced / rehabilitated are shown below.

1. W-2: Abandonment of approximately 360 linear feet (LF) of 1-inch galvanized potable water line along Walnut St. between Florida Dr. and Kentucky Dr. and reconnect existing water services to the existing 6-inch PVC that runs along the south side of Walnut St. Walnut St. is a TxDOT road. The project extents are shown below.



2. W-4: Installation of approximately 270 linear feet (LF) of 6-inch potable water line to provide a connection across Walnut St. at Maryland St. between the existing 6-inch ductile iron water lines along Walnut St. Walnut St. is a TxDOT road. The proposed water line is planned to be installed by a combination of open cut and by other than open cut (BOTOC). The project extents are shown below.



3. W-6: Replacement of approximately 80 linear feet (LF) of 6-inch PVC potable water line across Walnut St. at Florida Dr. and the installation of two (2) additional 6-inch valves. The proposed water line is planned to be installed by pipe bursting. Walnut St. is a TxDOT road. The project extents are shown below.



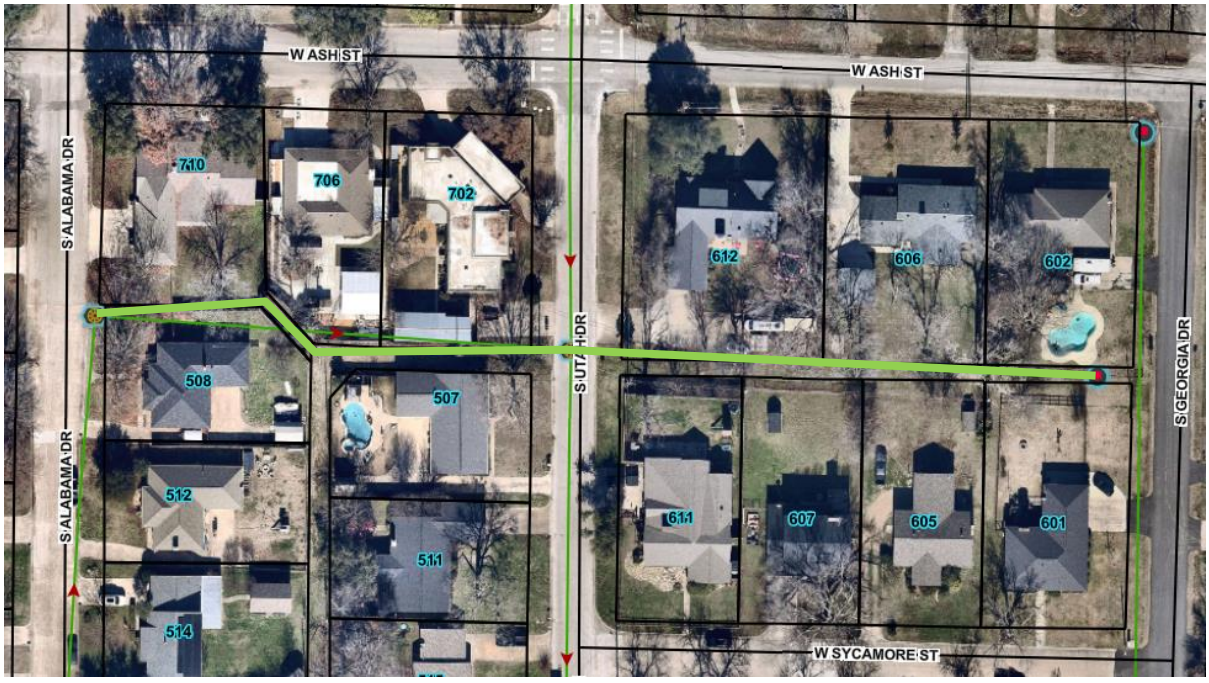
4. W-7: Abandonment of approximately 320 linear feet (LF) of 2-inch galvanized potable water line along Ash St. between Ohio St. and Louisiana Dr. and reconnect existing water services to the existing 12-in PVC along the north side of Ash St. The abandonment and removal of the fire hydrant on the northeast corner of the Ohio St. and Ash St. intersection will also be included. The project extents are shown below.



5. W-9: Replacement of approximately 800 linear feet (LF) of 6-inch potable water line along Beech St. from Oklahoma Dr. to Texas Dr. via open cut and the reconnection of existing water services. Abandonment of approximately 240 linear feet (LF) of 2-inch PVC water line and reconnection of any existing services to the replaced 6-in water line. The project extents are shown below.



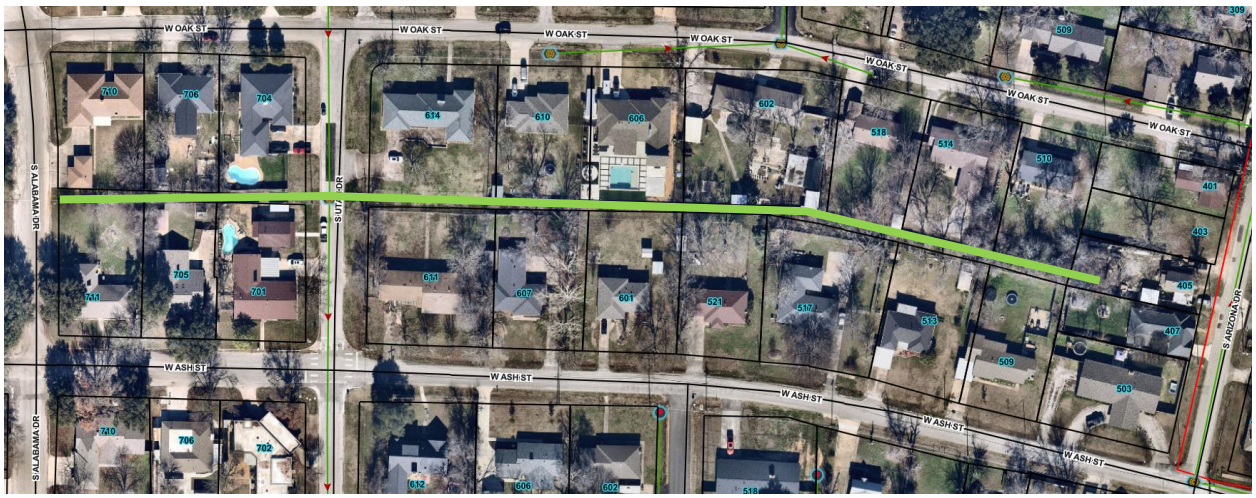
6. WW-3: Rehab or replacement of approximately 640 linear feet (LF) of 6-inch and 8-inch sanitary sewer line in the alley between residences between Ash St. and Sycamore St. from Alabama Dr. to Georgia Dr., the reconnection of any existing wastewater services, and the replacement of existing sanitary sewer manholes. A new “poo pit” will also be installed on the east end. The project extents are shown below.



7. WW-4: Rehab or replacement of approximately 310 linear feet (LF) of 6-inch sanitary sewer line in the alley between Ohio St. and Louisiana Dr. from Elm St. to Oak St., the reconnection of any existing wastewater services, and the replacement of existing sanitary sewer manholes. The project extents are shown below.



8. WW-5: Rehab or replacement of approximately 1,130 linear feet (LF) of 8-inch sanitary sewer line in the alley between Ash St. and Oak St. from Arizona Dr. to Alabama Dr., the reconnection of any existing wastewater services, and the replacement of existing sanitary sewer manholes. Two (2) new "poo pits" will also be installed one on each of the west and east ends. The project extents are shown below.



II. TASK SUMMARY, BASIC SERVICES

A. Preliminary Investigation

1. Data Collection and Record Research
    a. Consultant shall request all available record information along the proposed project corridor from the Client, franchise utilities and other agencies with facilities within the project corridors.
    b. Gather existing aerial photographs
    c. Gather existing water, sanitary sewer and storm sewer record drawings or GIS data
    d. Gather existing reports and master plans for the area
    e. Gather existing CCTV reports and smoke testing results
    f. Gather maintenance history on water and sanitary sewer mains
    g. Gather existing and proposed right-of-way and easement information
    h. Gather existing franchise utility record information
    i. Organize record information into project database
2. Site Investigation
    a. Walk neighborhood utility and street corridors
    b. Document corridors with photographs
    c. Identify potential alignment, conflicts, and issues
3. Data Review with Client
    a. Meet with Client to review the accuracy of record information
    b. Meeting with Client to discuss historical, existing and future conditions along the project corridors

B. Preliminary Engineering Report (PER)

1. A preliminary engineering report (PER) will be prepared that documents the results of the preliminary investigation, ground survey, and CCTV field work. The report will evaluate and discuss the following items:
    a. Identify and describe existing crossing and/or parallel utilities, such as, telephone, gas, electric and storm sewer
    b. Identify and describe existing easements and/or right-of-way
    c. Include site photographs along the alignment corridor for each water and sanitary sewer line
    d. Prepare general discussion of water and sanitary sewer replacement and rehabilitation alternatives
    e. Evaluate replacement and rehabilitation alternatives for each water and sanitary sewer line
    f. Prepare opinion of probable construction cost (OPCC) for each alternative
    g. Provide recommendations for replacement and/or rehabilitation for each water and sanitary sewer line
2. Alternatives Review Meeting with the Client:
    a. Conduct one meeting with Client staff to present and discuss replacement and/or rehabilitation alternatives
    b. Identify any additional alternatives to evaluate
    c. Obtain consensus on recommended alternatives
    d. Incorporate comments and/or additional alternatives from Client review meeting into PER

C. Preliminary Design (60%)

1. Upon completion of the PER, the Consultant will proceed with preparing preliminary plans utilizing the field survey (Task III.A).

2. Preliminary water and wastewater line plan/profile preparation (60%)
    e. Prepare (22”x34”) Plan/Profile sheets at a 1”=20’ horizontal and 1”=4’ vertical scale
    f. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing property lines, easements and utilities based on field ties and record information
    g. Plan view shall include design notes for stationing, size, manholes, valves, fittings and horizontal changes in direction
    h. Profile shall include design notes for stationing, size, slope, flow lines, pipe material, embedment, length and construction method
    i. Prepare preliminary water and wastewater design details
3. Prepare preliminary general notes and details
4. Prepare preliminary technical specifications required
5. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area
6. Preliminary design submittal (60%)
    a. Submit two (2) hard copies and one electronic copy to the Client for review and comment.
    b. Submittal shall include the following:
        i. Preliminary design plans (11”x17”)
        ii. Preliminary bid and technical specifications
        iii. Preliminary opinion of probable construction cost
7. Review Meeting
    a. Attend one (1) meeting with client staff to present and review the preliminary water and wastewater line design

D. <u>Final Design (95%, 100%)</u>

1. Incorporate and/or respond to the Client’s preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort)
2. Prepare final general notes and details
3. Prepare final special technical specifications
4. Prepare final bid documents
5. Prepare updated opinion of probable construction cost
6. Incorporate subsurface utility engineering, geotechnical, and CCTV information
7. Final design submittal (95%)
    a. Submit two (2) hard copies and one electronic copy to the City for review and comment
    b. Submittal shall include the following:
        i. Final design plans
        ii. Bid Documents
        iii. Technical specifications
        iv. Opinion of probable construction cost
8. Review Meeting
    a. Attend one (1) meeting with Client staff to present and review the final water line and sanitary sewer line design
9. Incorporate the final design (95%) submittal review comments (one (1) round of comments anticipated in proposed effort)
10. Final design submittal (100%)
    a. Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
        i. 1 – copy of final design submittal in electronic PDF format
        ii. 2 – 22”x34” sets of construction drawings
        iii. 2 – 11”x17” sets of construction drawings

11. Submit the utility installation request to TxDOT through their RULIS system for review utilizing the Client's login information.

E. Record Drawings

1. Obtain and review comments and field changes on the "as-built" redline construction plans from the Client and/or contractor.
2. Prepare record drawings based on comments and field changes. The record drawings will be provided in the following format:
   a. AutoCAD File (1) copy
   b. PDF (1) copy

III. TASK SUMMARY, SPECIAL SERVICES

A. Design Survey

1. Utility and Property Owner Coordination
   a. Coordinate with TX 811 to locate and mark existing franchise and public utilities prior to performing the field survey
   b. Property access for survey on private residence properties shall be obtained by the Client
2. Topographic Survey
   a. The limits of the survey shall be sufficient for water and sewer rehabilitation along the corridors shown in the 8 general project areas shown in the project understanding section of this IPO.
   b. Utilize control points set during the right-of-way survey and set additional control points (X,Y,&Z) on the ground as needed. Prepare topographic design survey showing existing visible elements and including, but not limited to the following:
      i. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
      ii. Property corners, easement corners and driveways
      iii. Existing inlets, manholes, junction boxes, outfalls, fire hydrants, valve boxes and erosion control
      iv. Culverts and bridges
      v. Utility manholes, cleanouts, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
      vi. Traffic signal poles, cabinets, and other signal equipment
      vii. Signs (excluding temporary signs)
      viii. Trees, landscaping and hardscaping
      ix. Buildings
      x. Retaining walls
      xi. Fence limits and material types
      xii. Other applicable physical features that could impact design
   c. Prepare a final topographic drawing in digital format (including one-foot contours and break-lines) showing the features located in the field as well as right-of-way information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. CCTV and Cleaning

1. Closed Circuit TV (CCTV) inspection of existing sanitary sewer lines will be completed to aid in selection and design of the rehabilitation or replacement technique to be used. One (1) day of sewer cleaning for the lines to be inspected is included in this project scope. The camera may not be able to travel through the entire length of line where a manhole is not

present on both ends of the segment. The line will be televised as far as the camera can travel in the line. Cleaning of the existing water lines is not expected to be necessary and is not included. A report and video will be generated for each line inspected. CCTV inspection will be performed on the following storm lines:

a. WW-3: 640 LF of existing 8-in sanitary sewer line.
b. WW-4: 310 LF of existing 8-in sanitary sewer line.
c. WW-5: 1,130 LF of existing 8-in sanitary sewer line.

C. Geotechnical Investigation

1. Geotechnical bore holes will be completed in project areas where pipe bursting is evaluated as a potential replacement option. All bores will be completed to a depth of 10-ft. At the time of project scoping, four (4) bores are anticipated.
2. Soil samples will be taken to determine characteristics, and the following tests are anticipated:
   a. Moisture content and soil identification
   b. Liquid and plastic limit determinations
   c. Percent passing the No. 200 sieve
   d. Sieve and Hydrometer particle size analysis
   e. Unconfined compression tests on soil
   f. Unit weight determinations
3. An engineering report will be produced that is expected to detail the following items:
   a. General soil and ground water conditions to be expected
   b. Comments on general rippability of any rock encountered
   c. Comments on difficulty of excavation, including water, caving soils, granular materials and pipe-bursting / drilling conditions
   d. Recommendations for pipe installation, including bedding and backfill
   e. Earthwork recommendations
   i. Submit one (1) copy & .pdf of the report to the City.

D. Subsurface Utility Engineering (SUE)

1. Subsurface Utility Engineering (SUE) will be used to verify limits and elevation of vital utilities in the project corridor on an as needed basis. An allowance has been assumed. Anticipated SUE types are listed below.
   a. Quality Level “B” SUE
      i. Level “B” SUE utilizes appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
   b. Quality Level “A” SUE
      i. Level “A” SUE utilizes excavation to expose the pipe and verify precise horizontal and vertical depth.
2. Survey
   a. Following Level “B” markings and Level “A” potholes, the locations will be surveyed and added into the project base file for use in preliminary and final design.

E. Bid Phase Services

1. Bid Documents submittal to include:
   a. Prepare plan set for electronic bidding (.pdf) and submit to City.
   b. Furnishing hardcopies of review documents and/or bid documents will be considered as Additional Services.
2. Issue addenda as appropriate to interpret, clarify, or expand the Bid Documents.
3. Prepare a letter addressing the award of the construction contract.
4. Conformed Document submittal:

a. Update the Bid Documents (plans) to incorporate bid addenda items
b. Package and submit CAD base files upon request.

F. Construction Phase Services

The Scope of Services listed below may or may not be performed as part of our construction phase services. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 52 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

1. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
2. *Final Walk-Through.* Upon substantial completion of construction, participate in a final walk-through with the City and the Contractor. Prepare necessary items for inclusion in a punch list
3. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

1. Hydraulic Modeling;
2. Landscape & Irrigation design;
3. Platting;
4. Construction Staking;
5. Construction Inspection;
6. Construction phase services beyond those identified in the Scope of Services;
7. Environmental Services beyond those identified in the Scope of Services;
8. Title Research;
9. Easements by Separate Instrument;
10. Traffic Simulations and/or Traffic Studies;
11. Consulting services by others not included in proposal;
12. Franchise Utility Design.

- End of Scope of Services –

EXHIBIT B
COMPENSATION

I.	Basic Services (Lump Sum)		
	A.	Preliminary Investigation	$ 10,000
	B.	Preliminary Engineering Report	$ 21,000
	C.	Preliminary Design (60%)	$ 69,000
	D.	Final Design (95%, 100%)	$ 40,500
	E.	Record Documents	$ 4,000
	Basic Services Total (Lump Sum)		**$144,500**
II.	Special Services (Cost Plus Not to Exceed)		
	A.	Design Survey	$ 48,000
	B.	CCTV Survey	$ 17,000
	C.	Geotechnical Engineering	$ 13,500
	D.	Subsurface Utility Engineering	$ 10,000
	E.	Bid Phase Services	$ 8,000
	F.	Construction Phase Services	$ 18,000
	Special Services Total (Cost Plus, Not to Exceed)		**$114,500**
	Project Budget, Grand Total (Not to Exceed)		**$259,000**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to the current master services agreement. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

EXHIBIT D
DELIVERABLES

Deliverables: Submittal will include three (3) hardcopies and a .PDF of the following:

- Half size (11”x17”) Design Plans
- Project Manual
- Record Documents
- Geotechnical Investigation
- Opinion of Probable Construction Cost (OPCC)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Halff and Associates for Legacy Drive and J. Fred Smith Parkway intersection schematic in an amount not to exceed $61,700.00. (Glasgow)

Background Information:

Legacy Drive and J Fred Smith Parkway are designated as 6-lane divided roadways per the approved Thoroughfare Plan dated January 2025. This intersection is a critical junction point in the surrounding roadway network and will require additional right of way acquisition. The proposed project will provide the schematic layout of the intersection at Legacy Drive and J. Fred Smith Parkway, extending 500 feet in each direction from the centerline of the intersection. The design will include pavement cross-slope values, all pedestrian crosswalk markings and ramp locations, roundabout and traffic signal evaluation, and right-of-way (ROW) survey documents.

The City maintains an executed Master Agreement for Professional Services with Halff for water infrastructure design services. The Celina City Council authorized the agreement in 2022 for a period of five years.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Work Authorization

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

Staff Recommendation:
Staff recommends awarding the work authorization as presented.

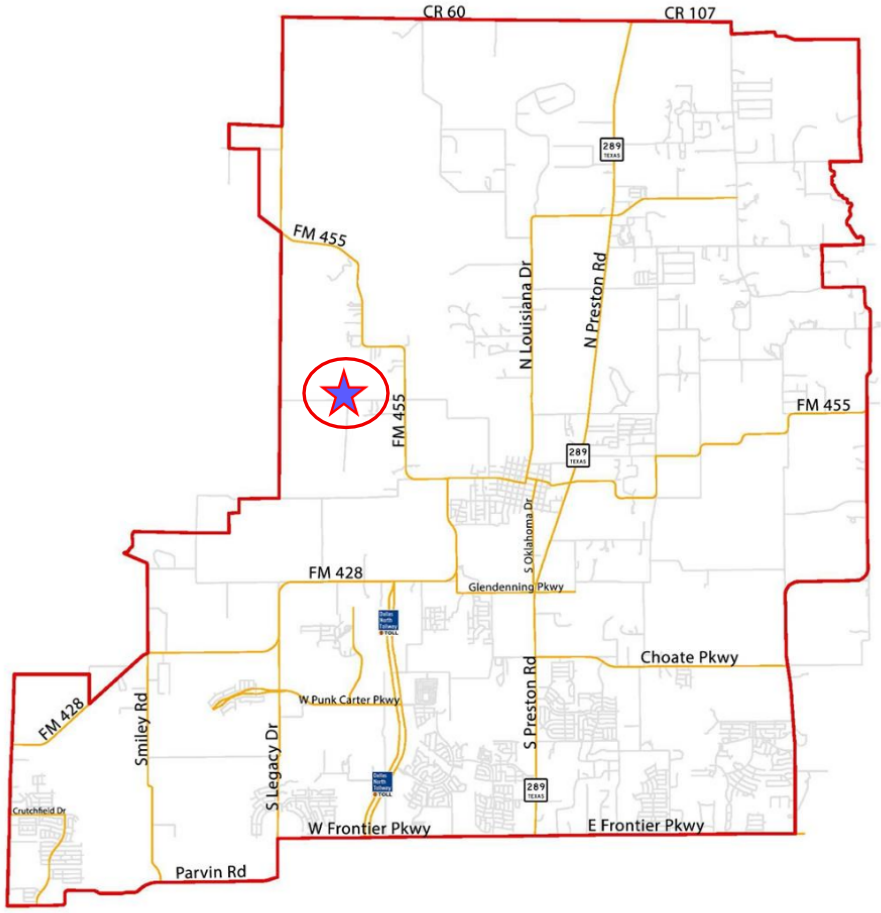
LEGACY DR AND J. FRED SMITH PKWY ULTIMATE INTERSECTION DESIGN

July 8, 2025

Andy Glasgow, PE, PMP,CFM
Director of Engineering

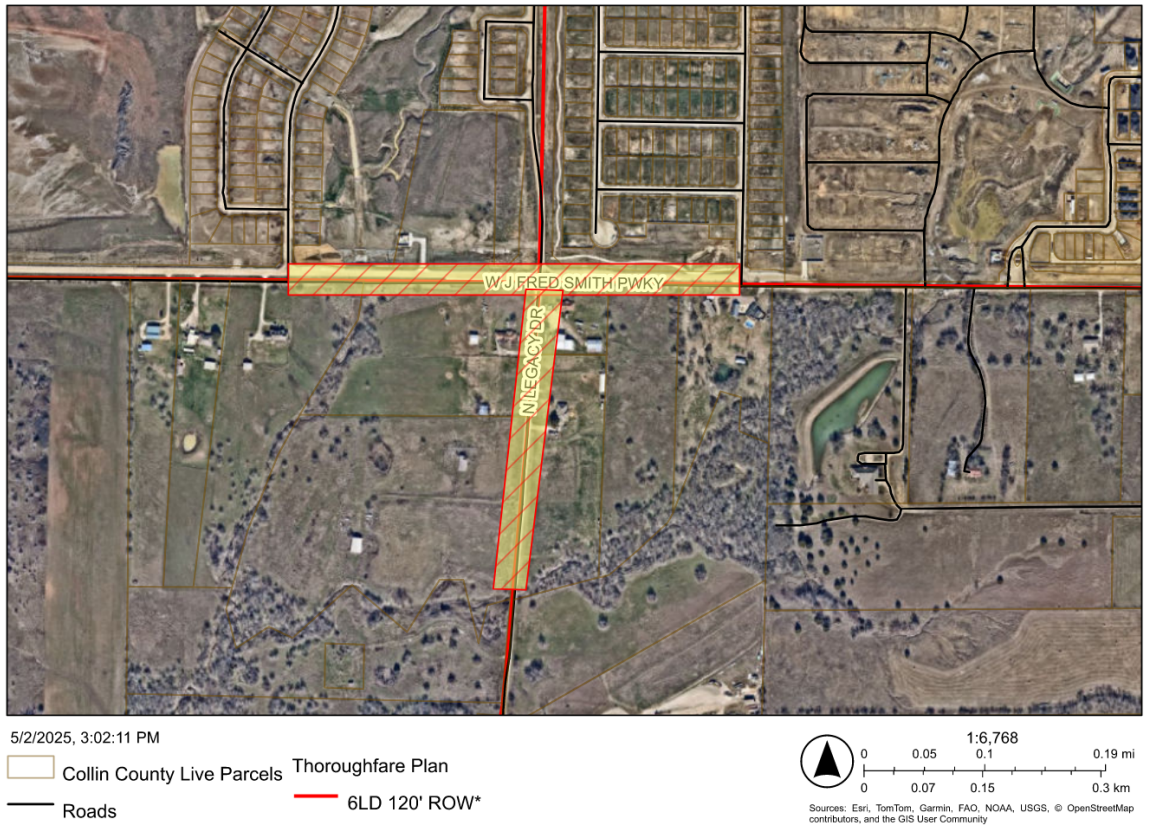


LOCATION MAP



BACKGROUND

- Legacy Dr and J Fred Smith are designated as 6-lane divided roadways.
- The design will provide the ultimate layout of the intersection, including the ROW needed from the southeast and southwest properties.



FACTS

- The City maintains an executed Master Agreement for Professional Services with Halff for roadway infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

- Proposed design fee is $61,700.00.

- Design schedule to complete by January 2026.

QUESTIONS?


CELINA
TEXAS
EST. 1876
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LOCATION MAP

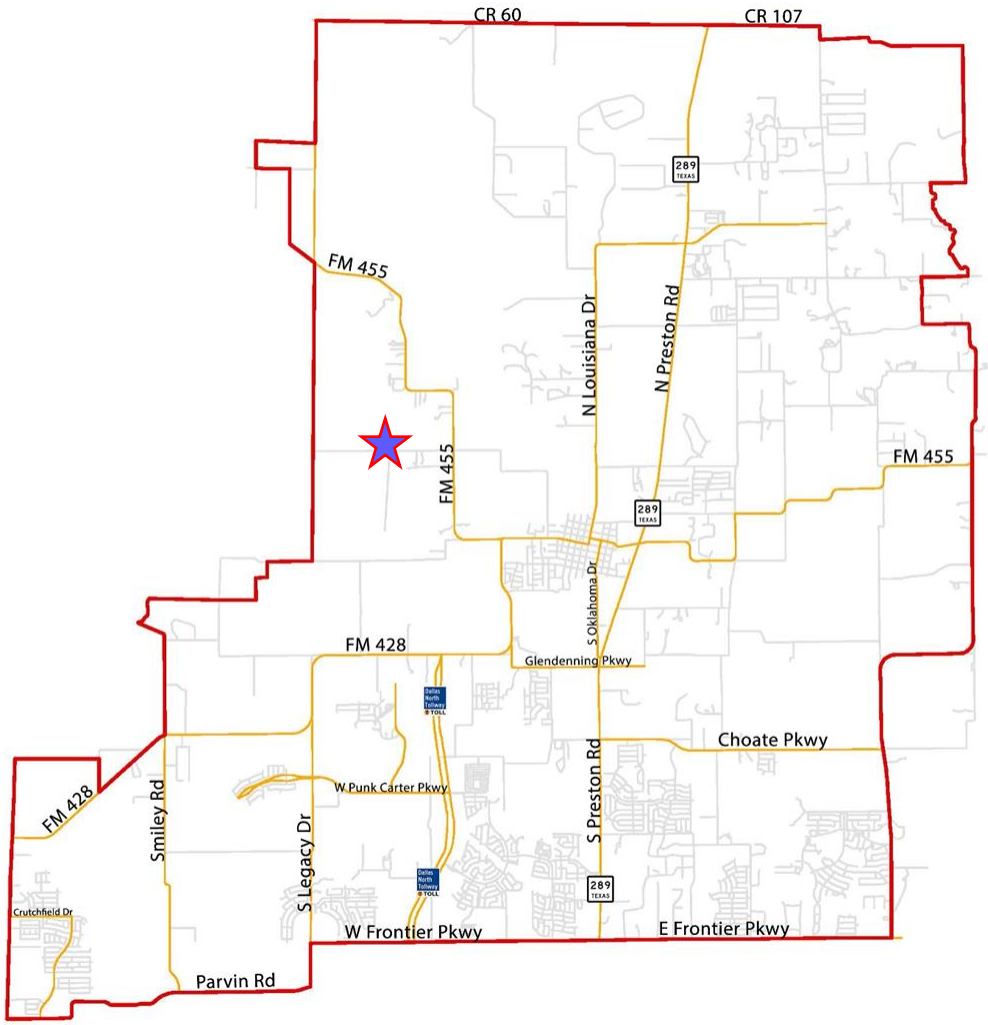


EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Halff	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Halff Associates, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Legacy Dr. at J. Fred Smith Pkwy Intersection Design		
Engineer Project #	53215.012	**Work Authorization Date:**	6/20/2025
Engineer:	Halff Associates, Inc.		
Purchase Order#:		**Project #:**	
Engineer Representative	Jarred Overbey, PE, CFM	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Jarred Overbey Digitally signed by Jarred Overbey DN: cn=Jarred Overbey, ou=Hydraulics-Hydrology Date: 2025.06.20 15:18:56 -05'00'
Signature	Signature
	Jarred Overbey, VP
Printed Name & Title	Printed Name & Title
	6/20/2025
Date	Date

Exhibit A - SCOPE OF WORK

City of Celina – Legacy Dr. at J. Fred Smith Pkwy. Intersection Design

Halff Associates, Inc. (ENGINEER) shall provide civil design services for the ultimate layout of the intersection of Legacy Drive at J Fred Smith Parkway, extending 500' in each direction from the centerline intersection of each roadway. Intersection design shall include the following elements:

- Roadway plan view exhibit at 100':1" scale showing all curb, median, parkway, ROW and turn lane transition/storage geometry.
- Show typical pavement cross-slope values and intersection grading intent.
- All roadway and pedestrian crosswalk markings.
- All sidewalks and pedestrian ramp locations.
- All traffic signal elements including poles, arms and signal head locations.
- Review intersection site distance to confirm horizontal and vertical (profile) visibility lines.
- Depiction of currently proposed and/or existing concrete pavement improvements.
- Centerline alignment data for each roadway.
- Two (2) permanent survey control points on approved Celina surface horizontal datum.
- Show existing utilities based on record plan information.
- Show existing/proposed developer screen walls based on design plan information.
- Depict extent of future proposed Right of Way.

Halff Associates, Inc. (ENGINEER) shall also provide civil design services for an interim layout of the intersection of Legacy Drive at J Fred Smith Parkway consisting of a 4-lane configuration roundabout, extending 500' in each direction from the centerline intersection of each roadway. Intersection design shall include the following elements:

- Roundabout design memo summarizing analysis completed and results
    - Memo to contain fastest path exhibits (2) and vehicle path exhibits (7)
- All bullet point elements listed above

ENGINEER will provide the following coordination and design support services for the CLIENT:

- Survey existing property boundaries for tracts that fall within 500' of intersection and resolve property line locations by RPLS (Yellow Rose Mapping, LLC).
- Coordination meetings with City and KFM to resolve any issues related to existing design plans and proposed improvements.
- Quality Assurance and Quality Control review of all deliverables.
- ENGINEER shall complete preliminary design exhibits for City review within 90 calendar days of work authorization execution and provide final design exhibits within 30 calendar days after receipt and resolution of City comments.

EXCLUSIONS

These services are not included in the contract and if necessary or desired shall be provided by the City of Celina or by Halff Associates by supplemental agreement and additional fee.

- Drainage Design
- Traffic studies, simulations and/or signal phasing/timing
- Geotechnical services and pavement section designs
- Local, state, or federal permitting
- Legal services
- Public meetings or outreach
- Landscape, hardscape and/or aesthetic intersection treatments
- Opinion of probable construction costs

Exhibit B - FEE SUMMARY

Services provided in Exhibit A – Scope of Services shall be bill as Lump Sum in accordance with the completion of the proposed services as summarized below. The fee will not be exceeded without prior approval from the CLIENT. Our services will be invoiced monthly, based on the work completed. Direct costs including printing and reproduction, postage, messenger service, and travel will be considered reimbursable. They will bill at 1.1 times the direct cost incurred.

Description	Fee
Project Management & Design Coord./Meetings	$9,500
Data Collection and Project Start-up	$2,000
Property Survey and Boundary Resolution	$12,000
Preliminary Design Exhibit	$12,200
Final Exhibit	$6,000
Roundabout Design, Exhibits and Memo	$19,500
Direct Costs	$500
Total	$61,700

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires the assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Exhibit C - Schedule

All services to be completed by ENGINEER within 6 months after work authorization execution.

Exhibit D – DELIVERABLES

- One (1) electronic version of intersection exhibits and CADD base files in DGN/DWG format.
- One (1) electronic version of Roundabout memo incl. fastest path and vehicle path exhibits.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Garver for the Preston Road right-turn lane at Lynn Stambaugh in an amount not to exceed $153,628.00. (Glasgow)

Background Information:
The Preston Road right-turn lane project is part of the 5-Year Capital Improvement Plan (CIP) approved in November 2024. The City completed a citywide right-turn lane analysis in August 2023, which evaluated various locations throughout the city. The study considered existing traffic volumes, crash data, sight distance concerns, right-of-way, and current conditions. The northbound Preston Road at Lynn Stambaugh location ranked fourth on the priority list following the northbound right turn lane at Punk Carter, the southbound right turn lane at Ash Street, and the southbound right turn lane at Glendenning Parkway.

The northbound right turn lane at Punk Carter has been designed and will be advertised this summer for bidders. The southbound right turn lane at Ash Street has been awarded for construction with Celina Station Phase 3 Ash Street project. The southbound right turn lane at Glendenning is included in the development agreement with SLX Development.

This design will include concrete pavement, pavement markings, signing improvements, drainage improvements, and signal modifications.

The City maintains an executed Master Agreement for Professional Services with Garver for roadway infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Preston RTL at Lynn Stambaugh - Design Contract

Financial Consideration:

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

Staff Recommendation:

Staff recommends awarding the work authorization as presented.

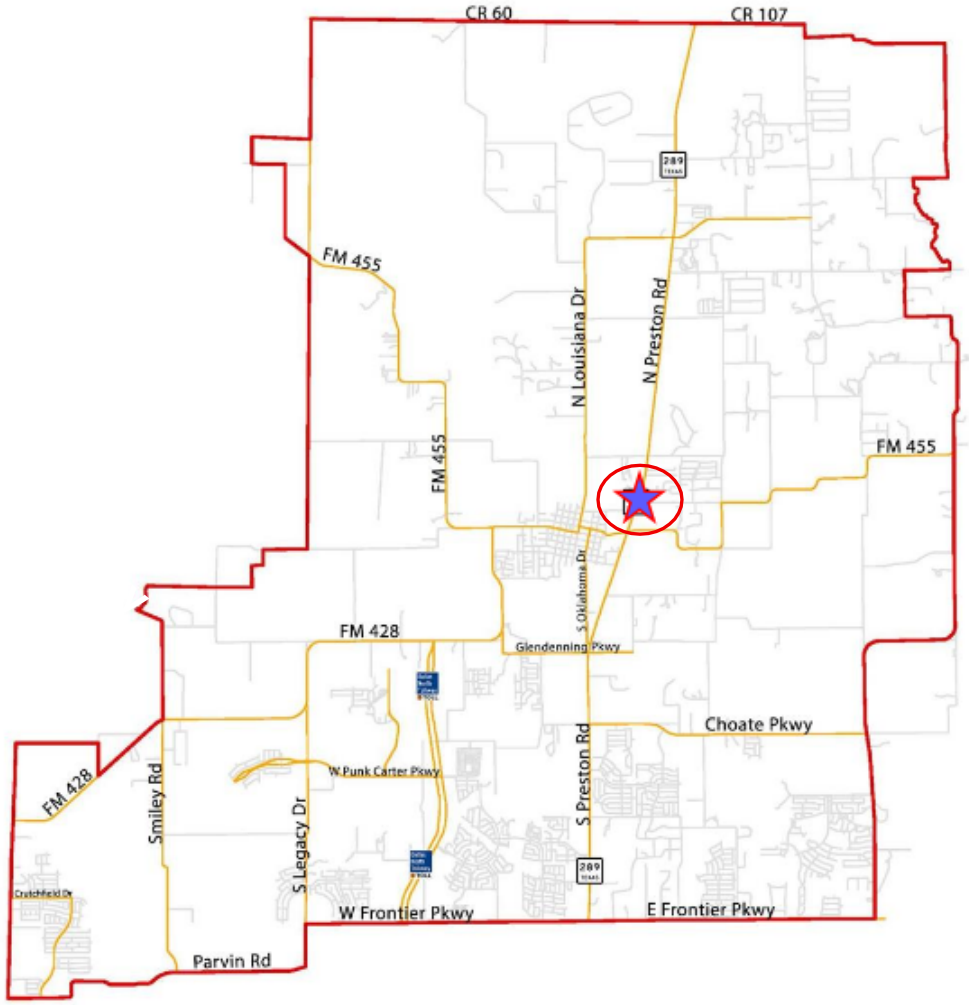
PRESTON RD RIGHT TURN LANE AT LYNN STANBAUGH DESIGN

July 8, 2025

Andy Glasgow, PE, PMP,CFM
Director of Engineering

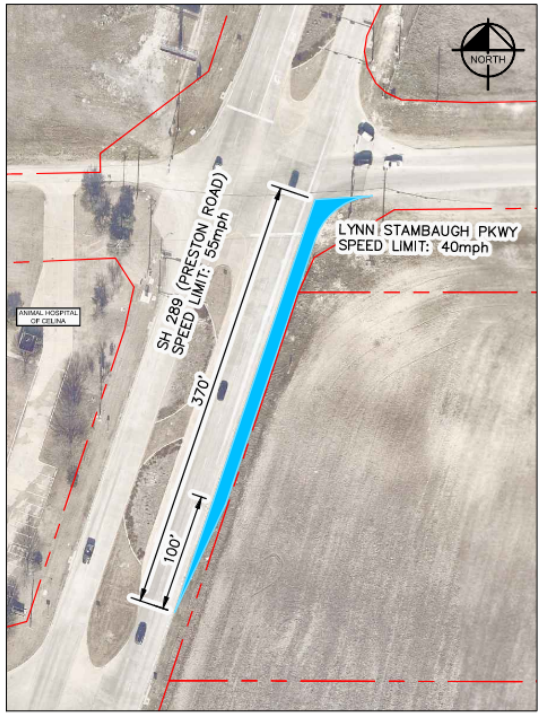


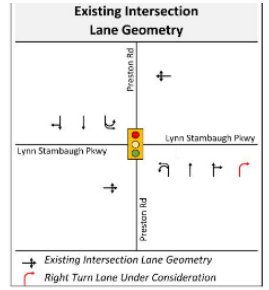
LOCATION MAP

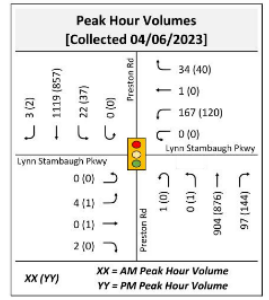


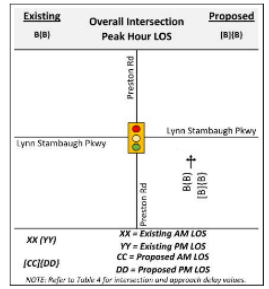
BACKGROUND

- The Preston Road right-turn lanes project is part of the 5-Year Capital Improvement Plan (CIP) approved in November 2024.
- The City completed a citywide right-turn lane analysis in August 2023, which evaluated various locations throughout the city.
- The northbound Preston Road at Lynn Stambaugh location ranked fourth on the priority list. The first three intersections are in design currently.









Observations:
Sidewalk not present.
Curb and gutter present.
No pedestrian activity noted.

Project Implementation Notes:
Existing inlet(s) (3) will need to be relocated.
Consider Lynn Stambaugh future ultimate lane configuration of 4LD for ultimate turn lane length.
Potential relocation of signal equipment.
Potential water hydrant relocation may be necessary.
Potential franchise utility relocation may be necessary.
Potential acquisition of additional ROW may be necessary.
TxDOT allowable total turn lane length with 10 mph speed reduction: 370 ft.
Turn Lane Length shown in layout: 370 ft (TxDOT variance anticipated to be not necessary).

Crash History:
1 potentially correctable rear-end crash was identified in the TxDOT CRIS data over 5 years of data (2018-2023).

Notes:
1) Aerial imagery captured 01/12/2023 by NearMap.
2) Approximate ROW/Property Lines provided by Collin County CAD.
3) The existence and potential relocation of all underground utilities are approximate. Site locations were obtained from site observations and City of Celina GIS.

0 100' 200'
GRAPHIC SCALE 100'

BACKGROUND (CONT.)

Celina Citywide Right Turn Lane Analysis

Table 10: Priority List

100%		Scoring Weight:	35%		5%		25%		25%		5%		5%		
Rank Column	No.	Potential Right Turn Lane Location	Existing Peak Hour Right Turning Vehicles Volume		Existing Right Turn Truck Traffic Volume		Crash History		Sight Distance Concern		Existing ROW Availability		Project Implementation		Priority Score
			scoring (Max 10)	(# VEH)	*scoring (Max 10)*	(# VEH)	*scoring (Max 10)*	(# VEH)	*scoring (Max 10)*	(Y/N)	*scoring (Max 10)*	(Y/N)	*scoring (Max 10)*		*(Max 100)*
1	3	Punk Carter Parkway at Preston Road	10	151	2	1	10	3	0	N	10	Y	8	Easier	**70**
2	12	Ash Street at Preston Road	7	108	2	1	4	1	10	Y	10	Y	8	Easier	**69.5**
3	5b	Glendenning Parkway at Preston Road	9	134	10	6	4	1	0	N	10	Y	4	Harder	**53.5**
4	20a	Lynn Stambaugh at Preston Road	10	144	2	1	4	1	0	N	5	N	8	Easier	**52.5**
5	14	CVS Driveway at Preston Road	1	19	0	0	4	1	10	Y	10	Y	4	Harder	**45.5**
6	13	O'Reilly Driveway at Preston Road	0	6	0	0	4	1	10	Y	10	Y	10	Easiest	**45**
7	16	Elm Street N at Preston Road	1	8	0	0	4	1	10	Y	10	Y	2	Hardest	**44.5**
8	4	Carter Ranch Retail Driveway at Preston Road	1	18	2	1	10	3	0	N	10	Y	6	Medium	**37.5**
8	24	Avilla Driveway at Dallas Parkway	1	12	0	0	0	0	10	Y	10	Y	8	Easier	**37.5**
10	9	Brookshire's Driveway at Preston Road	7	106	0	0	0	0	0	N	10	Y	8	Easier	**33.5**
11	5a	Glendenning Parkway at Preston Road	0	3	2	1	10	3	0	N	10	Y	4	Harder	**33**
12	19	Malone Street at Preston Road	3	44	2	1	4	1	0	N	10	Y	10	Easiest	**31.5**
13	7	Sonic Driveway at Preston Road	6	93	2	1	0	0	0	N	10	Y	4	Harder	**29**
14	10	Sunset Boulevard at Preston Road	2	30	5	3	4	1	0	N	10	Y	8	Easier	**28.5**
15	11	Celina Self Storage Driveway at Preston Road	0	0	0	0	7	2	0	N	10	Y	10	Easiest	**27.5**
16	23b	G.A. Moore Parkway at Preston Road	5	77	0	0	0	0	0	N	10	Y	8	Easier	**26.5**
17	8	Taco Bell Driveway at Preston Road	5	81	0	0	0	0	0	N	10	Y	6	Medium	**25.5**
18	21	First Celina Church South Driveway (& Celina Gun Shop) at Preston Road	2	30	0	0	4	1	0	N	5	N	2	Hardest	**20.5**
19	20b	Lynn Stambaugh at Preston Road	0	3	0	0	4	1	0	N	10	Y	10	Easiest	**20**
20	1	Caliber Collision Driveway at Preston Road	1	10	0	0	4	1	0	N	10	Y	2	Hardest	**19.5**
21	25a	Punk Carter at Dallas Parkway NB	3	46	0	0	0	0	0	N	10	Y	8	Easier	**19.5**
22	22	Settler's Ridge Road at Preston Road	2	26	0	0	0	0	0	N	5	N	8	Easier	**13.5**
22	25b	Punk Carter at Dallas Parkway SB	2	26	0	0	0	0	0	N	5	N	8	Easier	**13.5**
24	6	7-Eleven Driveway at Preston Road	2	33	0	0	0	0	0	N	5	N	6	Medium	**12.5**
25	2	Celina Medical Addition Driveway at Preston Road	1	10	0	0	0	0	0	N	10	Y	4	Harder	**10.5**
26	17	Independent Bank Driveway at Preston Road	0	1	0	0	0	0	0	N	10	Y	10	Easiest	**10**
26	18	Celina Star Center Driveway at Preston Road	0	0	0	0	0	0	0	N	10	Y	10	Easiest	**10**
28	15	Elm Street S at Preston Road	1	10	0	0	0	0	0	N	5	N	6	Medium	**9**
28	23a	G.A. Moore Parkway at Preston Road	0	4	0	0	0	0	0	N	10	Y	8	Easier	**9**

FACTS

- The City maintains an executed Master Agreement for Professional Services with Garver for roadway infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

- Proposed design fee is $153,628.00.

- Design schedule to complete by January 2026.

QUESTIONS?


CELINA
TEXAS
EST. 1876
Life Connected.

LOCATION MAP

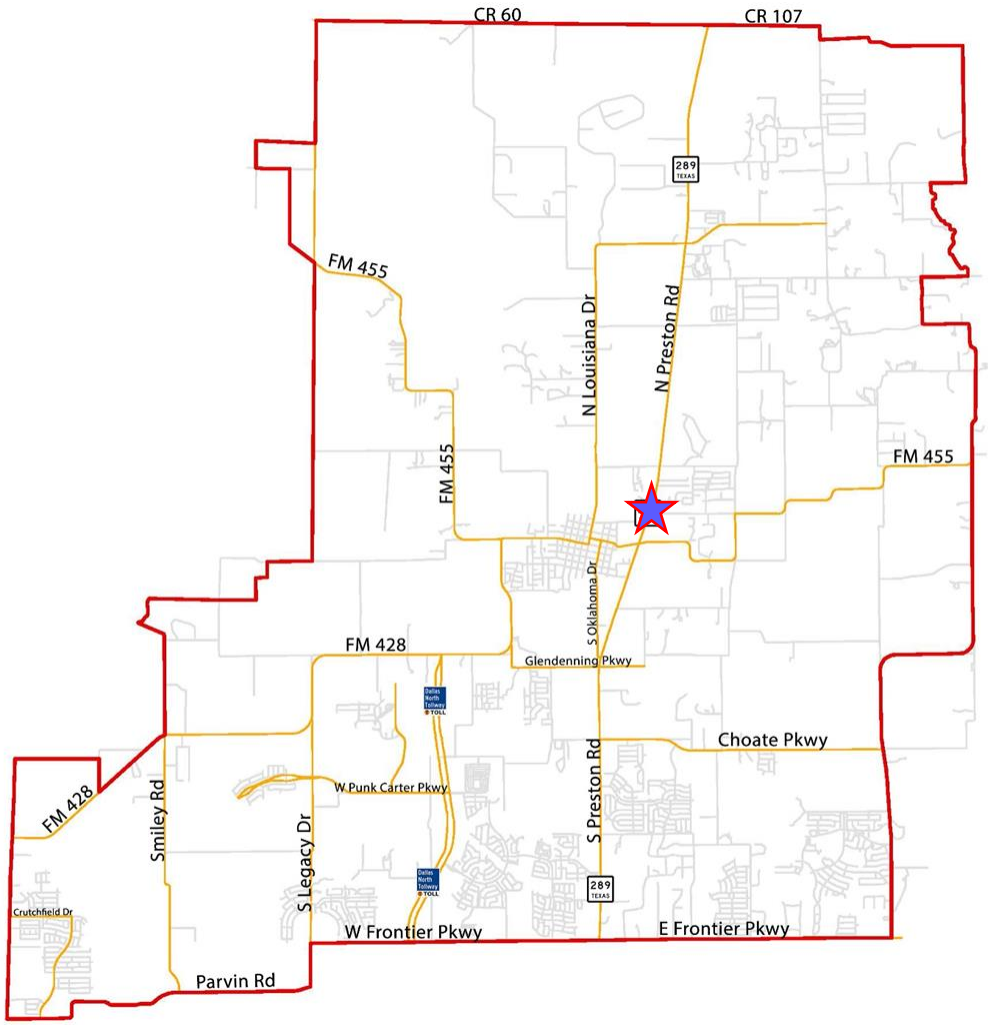


EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Garver	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Garver, LLC.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Celina Right Turn Lane - Preston Rd to Lynn Stambaugh Pkwy		
Engineer Project #:	T43-2500864	**Work Authorization Date:**	6/24/2025
Engineer:	Garver LLC		
Purchase Order#:		**Project #:**	
Engineer Representative	Wendy Travis	**Owner Representative:**	Linda Majeed

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Wendy G. Travis Digitally signed by Wendy G. Travis Date: 2025.06.24 13:40:59 -05'00'
Signature	Signature
	Wendy Travis, Vice President
Printed Name & Title	Printed Name & Title
	6/24/2025
Date	Date

EXHIBIT A – SCOPE OF WORK
City of Celina
Garver Project No. 2500864
Right Turn Lane - Preston to Lynn Stambaugh Parkway

Under this Work Order, the Owner (also referred to as the "City") intends to make the following improvements for the **Right Turn Lane – Preston to Lynn Stambaugh Project.**

The project involves improvements for constructing approximately 500 liner feet of a right turn lane from Northbound Preston Road to Eastbound Lynn Stambaugh Parkway. The new pavement section will be a concrete roadway consistent with the existing Preston Road pavement section. The project includes preliminary/final roadway and drainage design, traffic signal modifications, subsurface utility engineering, utility relocations and Topographical Survey & Right-of-Way Documentation.

Anticipated improvements include:

- Proposed Right Turn Lane along northbound Preston Road to eastbound Lynn Stambaugh Parkway.
- Proposed pavement markings and signing improvements.
- Proposed drainage improvements.
- Proposed signal modifications.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Project Management

1.1 Kick-Off Meeting and Site Visit

GARVER will hold a kick-off meeting with the Owner to discuss project scope, introduce teams, establish lines of communication, and present the project schedule. At that time, up to two (2) Garver members will attend in person.
Garver will perform up to three (3) project site visits, one (1) at project kickoff to document the existing site conditions, one (1) after 60% Plans submittal, and (1) before Final Plans.

1.2 Progress Reports and Invoices

GARVER will prepare thru Procore and provide monthly progress/status reports up to six (6), sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

1.3 Project Management and Quality Control/Assurance Plan

GARVER will develop a Project Management Plan (PMP) for internal use. This will include the development of a detailed schedule to communicate key deadlines to the design teams. GARVER will also develop a Quality Control/Assurance Plan and perform internal Quality Assurance/Quality Control (QA/QC) reviews of all major deliverables.

1.4 Summary of Deliverables

1. Consistent contact and communication with the City of Celina.
2. Up to twelve (12) progress reports and invoices.

1.5 Summary of Meetings

1. Kick-off meeting with up to two (2) Garver Staff - In Person
2. Monthly Meetings (6) - with two (2) Garver Staff – TEAMS Virtual
3. TxDOT Area Office Coordination Meetings (2) – with two (2) Garver Staff – TEAMS Virtual
4. 60% Plans Review Meeting – with two (2) Garver Staff – In Person
5. 90% Plans Review Meeting – with two (2) Garver Staff – In Person
6. Final Plans Review Meeting - with two (2) Garver Staff – TEAMS Virtual
7. Project Closeout Meeting – with two (2) Garver Staff - TEAMS Virtual

Task 2.0 Survey

GARVER will subcontract with a land surveying consultant to provide field survey and boundary survey.

2.1 Survey Services

The survey will include the following:

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). Elevations will be referenced to NAVD88 and computed using GEOID18.
2. Survey control will be set at each end of the project and at 500’ intervals and outside proposed project limits where possible to and tied to City benchmarks.
3. Survey control or ROW monuments other than iron rods or “x” cuts in existing concrete will be provided as an additional service.
4. Topographic survey of the subject tract as outlined within in this scope to include pavement edges, curb and gutter, driveways, culverts, fences and gates, signs, traffic signals and equipment, tops and toes of slopes, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, locations/common names trunk sizes of trees over 6 inches in caliper, and other visible surface features.
5. Spot elevations will be taken at 50’ intervals for the subject project area and contours set at 1’ intervals.
6. Provide a digital design survey drawing in CAD (.dwg) format prepared to Garver standards showing visible surface features located, an ASCII point file, a Land XML surface, a set of site photos, and a copy of field notes and field sketches.
7. Provide a boundary survey that establishes the existing right-of-way lines and property/easement research.
8. Obtain and review all pertinent plats, maps and/or deeds delineating the ownership for the project affected parcels, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
9. Title Surveys for each parcel shall be provided by the City if existing easements on un-platted properties must be located.

2.2 Right-of-Way Dedication Documents

The documents will include the following:

1. Dedication statements, survey exhibits, and meets and bounds descriptions for each dedication.
2. Coordination with City staff for review and approval of each dedication.
3. The exhibits will be prepared in accordance with TxDOT Right-of-Way Document standards.
4. This includes one revision to each exhibit after the City has acquired and flips the property to the State (TxDOT)
5. Monumentation of dedication corners.

Task 3.0 Subsurface Utility Engineering Services

Garver will subcontract with a land surveying/utility consultant to provide subsurface and utility engineering services.

3.1 Utility Engineering Services

The services will include the following:

1. Surveyor will make a reasonable effort to request Texas 811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas 811 or locating utilities not marked by Texas 811. Garver will notify the town of any non-responsive ticket requests.
2. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance from the city may be required. Surveyor will contact the city for this assistance. Flowlines will be surveyed if manholes lids can be opened.
3. Provide Level B SUE of all existing utilities and Texas 811 locates.

Task 4.0 Preliminary Design

4.1 Preliminary Engineering Report

The preliminary engineering report will consist of the following items:

1. Executive Summary
2. Design Criteria for Preston Road right turn lane meeting the City of Celina roadway standards.
3. Preliminary Design Exhibit (Plan View Only – 11x17 Sheet)
4. Opinion of Probable Construction Cost (OPCC)
5. Prepare DRAFT Preliminary Engineering Report prior to 60% Design Plans Submittal.
6. Revise DRAFT Preliminary Engineering Report prior to 90% Design Plans Submittal.
7. Prepare FINAL Preliminary Engineering Report prior to FINAL Design Plans submittal.

4.2 Preliminary Design - (Design will be in Micro-station)

The Preliminary Design will consist of the following items:

1. Plotted existing topographic features including pavement and utilities on full size plan view only sheets (1"=20' Horizontal).
2. Provide Horizontal and Vertical control per the City's guidelines.
3. Prepare Existing and Proposed Typical Sections of Preston Road right turn lane Improvements. The proposed paving is intended to be the same as what was installed during Preston Road construction. As-Builts obtained from TxDOT indicate the Preston Road paving section to consist of:
    a. 8" Concrete Pavement (CRCP),
    b. 4" Asphaltic Concrete Pavement (TYB)(PG64-22),
    c. 8" Flex Base or Lime Treated Subgrade (LTS) with 5% Lime.
4. Prepare Plan view elements of proposed right turn lane. The proposed top of curb will be established by maintaining the existing Preston Road cross slope.
5. Prepare Cross Sections of the proposed right turn lane at 50' intervals. (11x17).
6. DRAINAGE - The existing Preston Road sub-surface drainage conveys all site runoff from the existing pavement and surrounding areas. For purposes of this contract, a hydrologic/hydraulic analysis will be performed to meet TxDOT requirements. This contract shall include the relocation of existing inlets to the proposed back of curb in the same relative location as the existing inlets. Proposed storm drainpipe will be installed at the same diameter as the existing to make the connections to the existing system unless otherwise required by analysis results.
7. DRAINAGE - Prepare Plan View elements of the proposed Drainage Improvements.
    a. The general drainage pattern in this area is water drains south along Preston Road from Lynn Stambaugh to Farm to Market (FM) 455.
    b. See Task 10 for drainage design tasks not included in this scope.
8. TRAFFIC - Prepare Plan view elements of the proposed Traffic Signal improvements. For the purpose of this contract. No signal modifications are proposed, except for the relocation of the existing signal ground pull box adjacent to the northbound Preston Road curb just south of Lynn Stambaugh.
9. Where possible identify and inform the City of any known potential conflicts between known existing utilities/structures and the proposed Right Turn Lane.
10. Prepare Plan view elements of any proposed Utility Relocations if required.
11. Prepare Plan view elements of the proposed Erosion Control Plan.
12. Existing Right-of-Way will be established and shown based on located monumentation by the surveyor. Existing easements will be provided based on County Tax Records and available platted information.
13. Coordination with TxDOT regarding Driveway Permit for right turn lane from Preston Rd to Lynn Stambaugh Parkway.
14. Attend review meetings after 60% plans and 90% plans to receive comments from the city to be applied to the next submittal of Design Plans.

The 60% Construction Plan Set will consist of the following sheets:

1. Cover Sheet with Index and Vicinity Map.
2. General Notes Sheet (City to Provide their standard general notes in a word file)
3. Survey Control Sheet with Horizontal and Vertical Control for the project.
4. Quantity Sheets (List quantity per sheet numbers)
5. Paving Typical Sections
6. Removal Plans
7. Paving Plan and Profile

8. Grading and Drainage Plan
9. Drainage Area Maps
10. Drainage Calculations
11. Traffic Signal and Pedestrian Pole Plans
12. Pavement Marking and Signing Plans
13. Traffic Control Plans
14. Erosion Control Plans
15. Cross Section Sheets showing paving cross sections at 50' and at the center of any adjacent driveways.
16. 60% Opinion of Probable Construction Costs.

The 90% Construction Plan Set will consist of the following sheets:

1. All plan sheets previously included in the 60% Construction Plan set.
2. City/TxDOT Standard Details sheets.
3. Special Construction Detail sheets (If Necessary)
4. 90% Opinion of Probable Construction Costs

Task 5.0 Final Design Plans

The Final Design plans will consist of the following items:

1. Incorporate the City's 90% review comments into the Final Design.
2. Develop final quantities and prepare summary sheets showing quantities per plan sheet. Determine the opinion of probably construction cost estimate based on the Final Design.
3. Review the description of each bid item and prepare any new ones necessary, for inclusion into the City's bid manual.
4. Submit on set of Final Construction plans full size, bid proposals, quantities, and opinion of probable construction costs in PDF format to City staff for Final Review.
5. Incorporate city review comments of Final Design.
6. Submit final signed and sealed plans (full size) and Bid Manual to the city in PDF format.

5.1 Deliverables

1. Final Design Plans
2. Bid Proposals
3. Quantities
4. Opinion of Probably Construction Costs

Task 6.0 Bidding Services

The Bidding Services will consist of the following items:

1. Provide PDF of plans (Full Size) and Bid Manual to the city for bidding.
2. The city will be responsible for distributing bid documents electronically via their website.
3. Attend pre-bid meetings. City to conduct the meeting and provide agenda.
4. Provide answers to questions that may arise in pre-bid meetings for city prepared addendums.
5. Tabulate bids and check for errors.
6. Check references and other qualification information for the low bidder and write a letter of recommendation concerning award of contract.

Task 7.0 - Construction Phased Services

The construction phased services will consist of the following items:

1. Provide four (4) half-sized sets of plans for construction.
2. Attend Pre-Construction meeting at the city offices. City to conduct the meeting and provide agenda.
3. Provide responses to request for information (RFI) or clarification to the city or contractor.
4. Provide submittal review up to six (6) submittals (max of two reviews per submittal)
    a. This assumes the following submittals:
        i. TxDOT Concrete
        ii. HMAC
        iii. Fill (Embankment)
        iv. TxDOT CIP Inlets

Task 8.0 – Record Drawings

The record drawings will consist of:

1. Providing record drawings in PDF format and CAD files.

Task 9.0 – TxDOT Coordination

This coordination will consist of:

1. Holding coordination meetings up to three (3) with TxDOT Collin County Area office for the purposes of completing a Driveway Permit Request.

Task 10.0 – Additional Services (Not Included – Extra Work)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

1. Any engineering design outside of the expressed project limits set forth in the project summary as part of this scope.
2. Geotechnical evaluations.
3. Traffic Engineering/Traffic Counts
4. Structural Design and Reviews
5. Inspecting or Load Rating existing bridges or culverts
6. Street Illumination
7. Planning and Design of additional Turn Lanes other than the proposed right turn lane from northbound Preston Road to eastbound Lynn Stambaugh Parkway.
8. Classroom training.
9. Operations and Maintenance Manual updates.
10. Funding assistance.
11. Additional Survey other than described above for areas that have changed.
12. Resetting of disturbed control points for Final Design or Construction.
13. Providing survey control or ROW monuments other than iron rods.
14. Construction staking for survey.
15. Species names of trees and locating Trees Less than 6” in diameter
16. Coordination and Right of Entry efforts for Private Property owners.
17. Preparation of “Front End” legal documents, (provided by owner’s attorney)
18. Construction observation.
19. Opening of city manholes or water valves that are bolted shut or “frozen”.
20. Design of improvements off-site.
21. Locating utilities not marked by Texas 811 in areas of new survey under this scope.
22. Redesign or surveying for the City’s convenience or due to changed conditions.
23. Sealed or certified drawings, including ALTA or closing surveys.
24. Submittals or deliverables in addition to those listed herein.
25. Invasive or non-invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
26. Construction materials testing.
27. Environmental Handling and Documentation.
28. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
29. Preparing non-standard drainage structure designs.
30. Design of energy dissipation for culverts and channels.
31. Flood Mitigation
32. Gabion Design
33. Any Environmental Research and/or Public Involvement.
34. Permitting (Environmental or USACE)
35. Any wetland and stream permitting including mitigation planning.
36. Coordination with the Bureau of Reclamation or any other governmental or funding agencies other than those listed.
37. Extra Meetings.
38. Architectural Review Workshops, for either structures or site improvements.

Exhibit B - Compensation

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract. Update table below)

Exhibit B
City of Celina
Preston to Lynn Stambaugh RTL

Project Fee Summary		
	DESIGN SERVICES	**Estimated Fees**
Lump Sum	Preliminary Design 60%	$ 40,708.00
Lump Sum	Preliminary Design 90%	$ 23,906.00
Lump Sum	Final Design	$ 14,472.00
	Subtotal for Basic Services	**$ 79,086.00**
	SPECIAL SERVICES	**Estimated Fees**
Lump Sum	Topographic Survey & Right of Way Documents	$ 31,640.00
Lump Sum	Sub-Surface Utility Engineering (SUE)	$ 15,410.00
Lump Sum	Bidding Services	$ 10,188.00
Lump Sum	Construction Phased Services	$ 8,864.00
Lump Sum	Record Drawings	$ 3,059.00
Lump Sum	TxDOT Coordination	$ 5,381.00
	Subtotal for SPECIAL SERVICES	**$ 74,542.00**
Total All Services		**$ 153,628.00**

The total amount to be paid under this agreement is $153,628.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2026.

Exhibit C – Timeline/Schedule

The following schedule details the anticipated milestones and delivery dates for each Task.

Work Item	Duration from Notice to Proceed (NTP)
Task 1 – Project Management	Concurrent with subsequent tasks
Task 2 – Survey	45 days from NTP
Task 3 – Sub-Surface Utilities	45 days from NTP
Task 4 – Preliminary Design – 60% Plans	60 days from Survey Completion (Task 2)
Task 4 – Preliminary Design – 90% Plans	60 days from 60% Plan Review Meeting
Task 5 – Final Design Plans	45 days from 90% Plan Review Meeting

Exhibit D – Deliverables

1. Preliminary Engineering Report
2. Preliminary Plans – 60% Design Plans & OPCC
3. Preliminary Plans – 90% Design Plans & OPCC
4. Final Design Plans & OPCC
5. Topographic Survey & Right of Way Documents
6. Sub-Surface Utility Engineering Services
7. Bidding Services
8. Construction Phased Services
9. Record Drawings
10. TxDOT Coordiantion

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right of way and easements for the intersection improvements on Dallas Parkway at Light Farms and at Punk Carter Parkway. (Glasgow)

Background Information:

The intersection improvements on Dallas Pkwy at Light Farms and at Punk Carter project is currently under design with an estimated construction cost of approximately $4 million.

The project includes improvements at the intersections of Light Farms Way and Dallas Parkway, as well as Punk Carter Parkway and Dallas Parkway. These improvements include the installation of traffic signals at both intersections, dedicated turn lanes, and the realignment of eastbound Light Farms Way to be compatible with the North Texas Tollway Authority's (NTTA) construction of widened cross-street pavement between the existing Dallas Parkway frontage roads.

This Resolution authorizes the City Manager to execute conveyance documents for the acquisition of right-of-way (ROW) and easements needed for the intersection improvements on Dallas Parkway at Light Farms and at Punk Carter project.

Legal Review:
Resolution has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Resolution

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

Staff Recommendation:
Staff recommends approval.

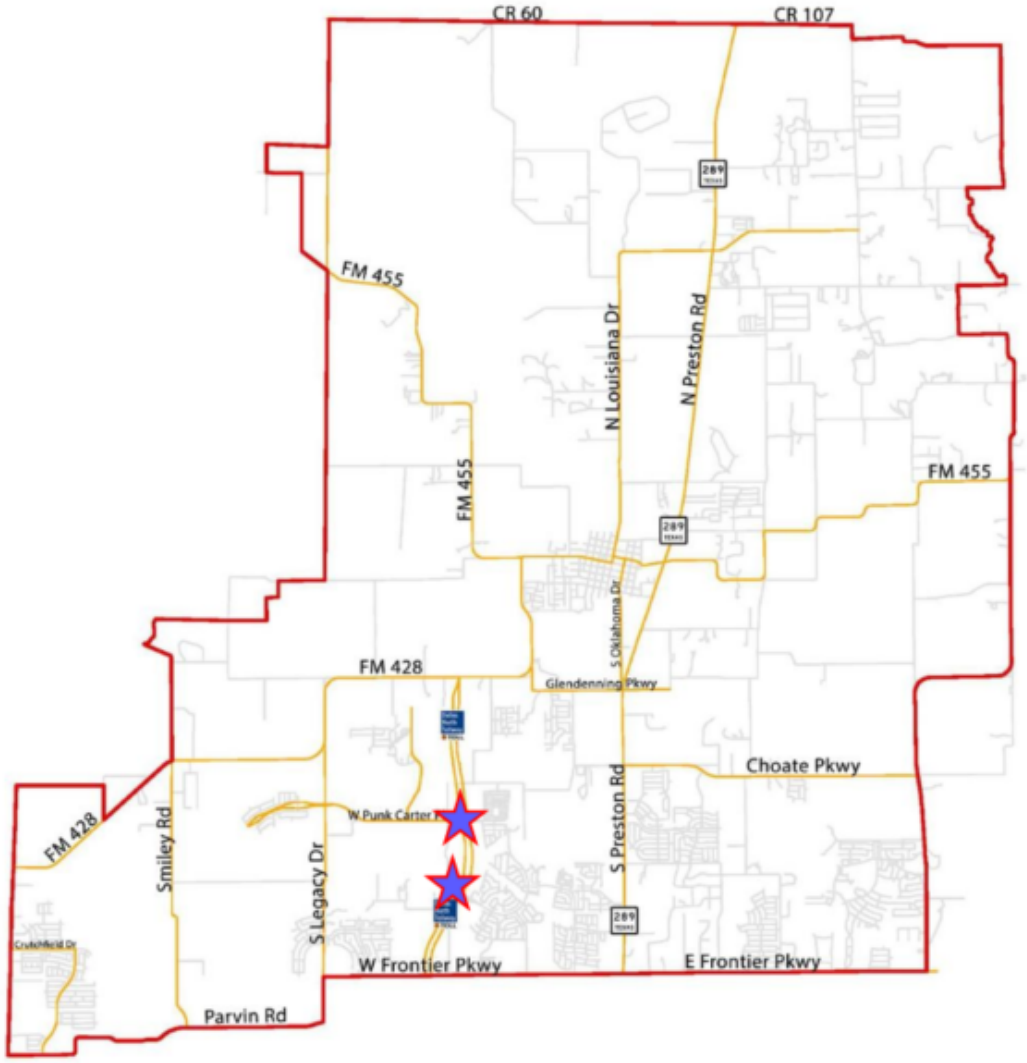
INTERSECTION IMPROVEMENTS ON DALLAS PARKWAY AT LIGHT FARMS AND AT PUNK CARTER RIGHT OF WAY AND EASEMENT ACQUISITION RESOLUTION

July 8, 2025

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



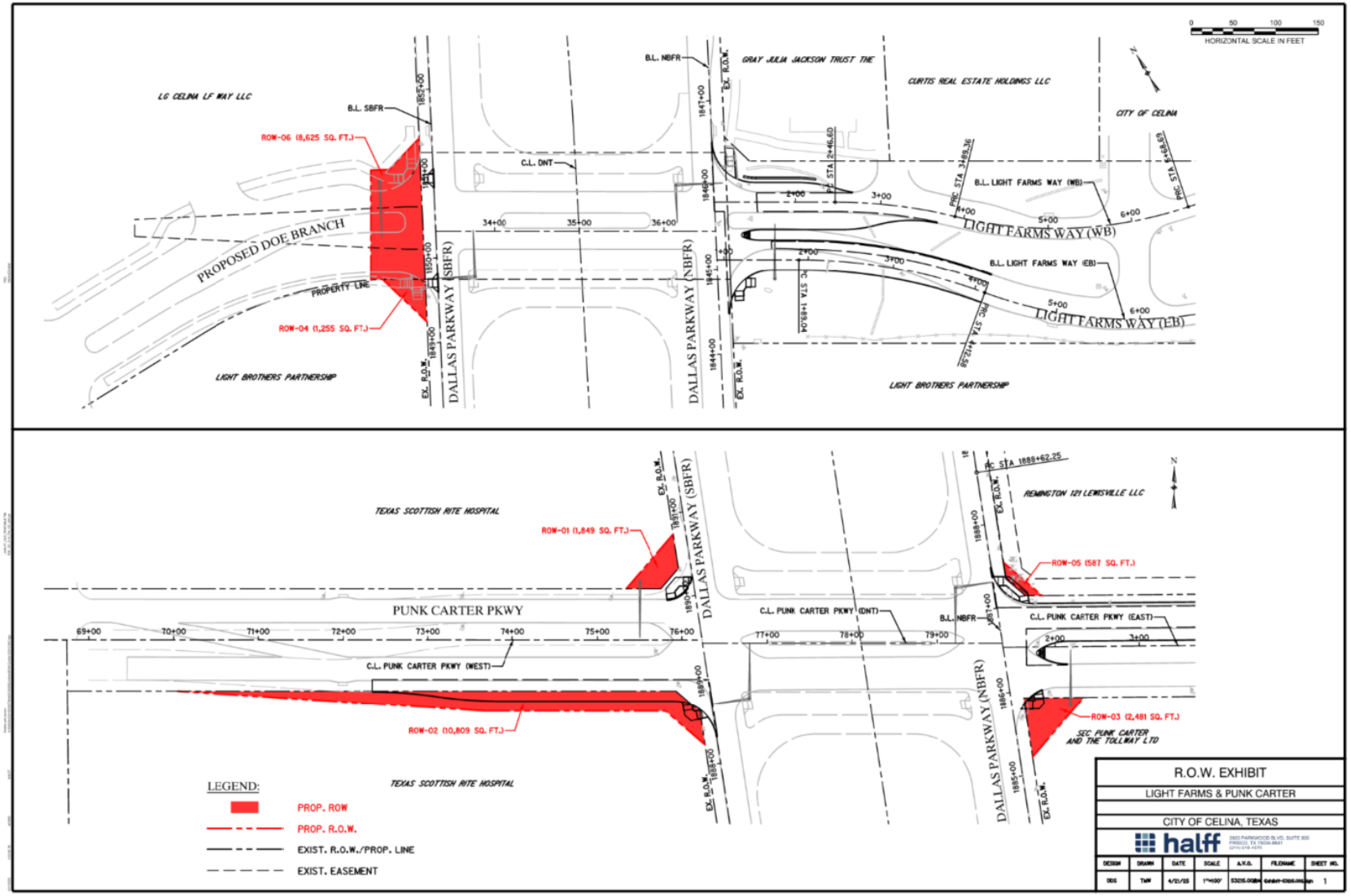
LOCATION MAP



BACKGROUND

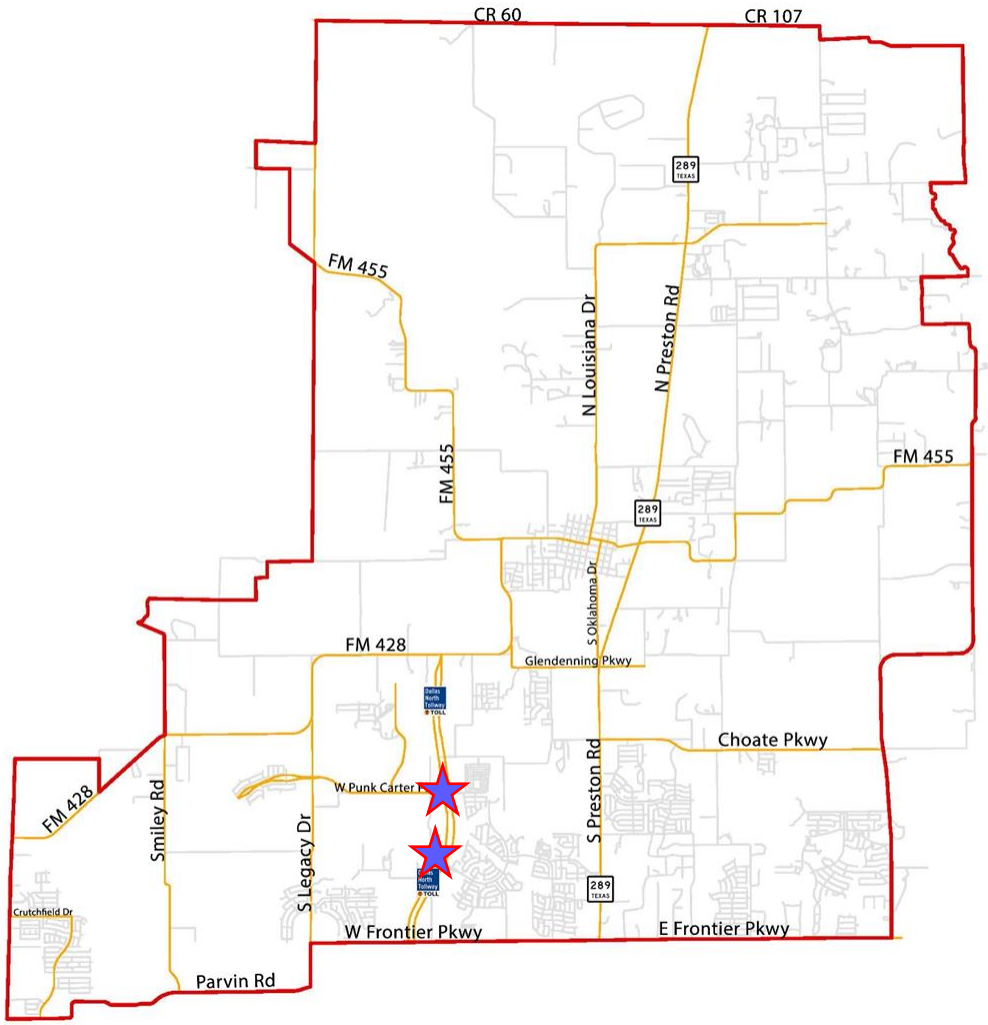
- The intersection improvements on Dallas Pkwy at Light Farms and at Punk Carter project is currently under design with an estimated construction cost of approximately $4 million.
- These improvements include the installation of traffic signals at both intersections, dedicated turn lanes, and the realignment of eastbound Light Farms Way to be compatible with the North Texas Tollway Authority's (NTTA) construction of widened cross-street pavement between the existing Dallas Parkway frontage roads.
- This resolution is to authorize the city manager to execute conveyance documents for the acquisition of right of way needed for the intersection improvements project.

ROW MAP


HORIZONTAL SCALE IN FEET
LG CELINA LF WAY LLC
B.L. SBFR
ROW-06 (8,625 SQ. FT.)
C.L. DNT
PROPOSED DOE BRANCH
PROPERTY LINE
ROW-04 (1,255 SQ. FT.)
LIGHT BROTHERS PARTNERSHIP
DALLAS PARKWAY (SBFR)
DALLAS PARKWAY (NBFR)
B.L. NBFR
GRAY JULIA JACKSON TRUST THE
CURTIS REAL ESTATE HOLDINGS LLC
CITY OF CELINA
B.L. LIGHT FARMS WAY (WB)
LIGHT FARMS WAY (WB)
B.L. LIGHT FARMS WAY (EB)
LIGHT FARMS WAY (EB)
TEXAS SCOTTISH RITE HOSPITAL
ROW-01 (1,849 SQ. FT.)
PUNK CARTER PKWY
C.L. PUNK CARTER PKWY (WEST)
C.L. PUNK CARTER PKWY (DNT)
C.L. PUNK CARTER PKWY (EAST)
ROW-02 (10,809 SQ. FT.)
REMINGTON 121 LEWISVILLE LLC
ROW-05 (587 SQ. FT.)
ROW-03 (2,481 SQ. FT.)
SEC PUNK CARTER AND THE TOLLWAY LTD
LEGEND:
PROP. ROW
PROP. R.O.W.
EXIST. R.O.W./PROP. LINE
EXIST. EASEMENT
R.O.W. EXHIBIT
LIGHT FARMS & PUNK CARTER
CITY OF CELINA, TEXAS
halff

QUESTIONS?

LOCATION MAP



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS FOR THE INTERSECTION IMPROVEMENTS FOR THE PROJECT ON DALLAS PARKWAY AT LIGHT FARMS WAY AND AT PUNK CARTER PARKWAY ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, the City Council of the City (the "City Council") has found it necessary and in the public interest to improve the roadway infrastructure within the City limits and the City's extraterritorial jurisdiction, so that the City will grow in an orderly manner that allows for the management of traffic so that the public will be able to travel safely and efficiently throughout the area; and

WHEREAS, Section 2.02 of the City Charter grants the City the power to acquire property for public purpose; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute contracts on behalf of the City when authorized by ordinance or resolution of the City Council; and

WHEREAS, the City Council hereby authorizes the acquisition of the property interest from the owners of the properties as shown in **Exhibit "A"**, attached and incorporated as if set forth fully herein, for construction of the intersection improvements for the project on Dallas Parkway ("DNT") at Light Farms Way and at Punk Carter Parkway (the "Project") as shown in **Exhibit "B"**, attached and incorporated as if set forth fully herein; and

WHEREAS, the City Council hereby authorizes the City Manager to negotiate and execute all documents as necessary to effectuate the acquisition for the Project.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: The City Council hereby authorizes the acquisition of the property interest from the owners of the properties, as shown in **Exhibit "A"**, for construction of the intersection improvements for the Project, as shown in **Exhibit "B"**.

Section 3: The City Manager is hereby authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, including for the disbursement of purchase and closing funds, to acquire property interests of the rights-of-way for the Project on behalf of the City.

Section 4: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 8th day of July 2025.

APPROVED:

_____
Ryan Tubbs, Mayor

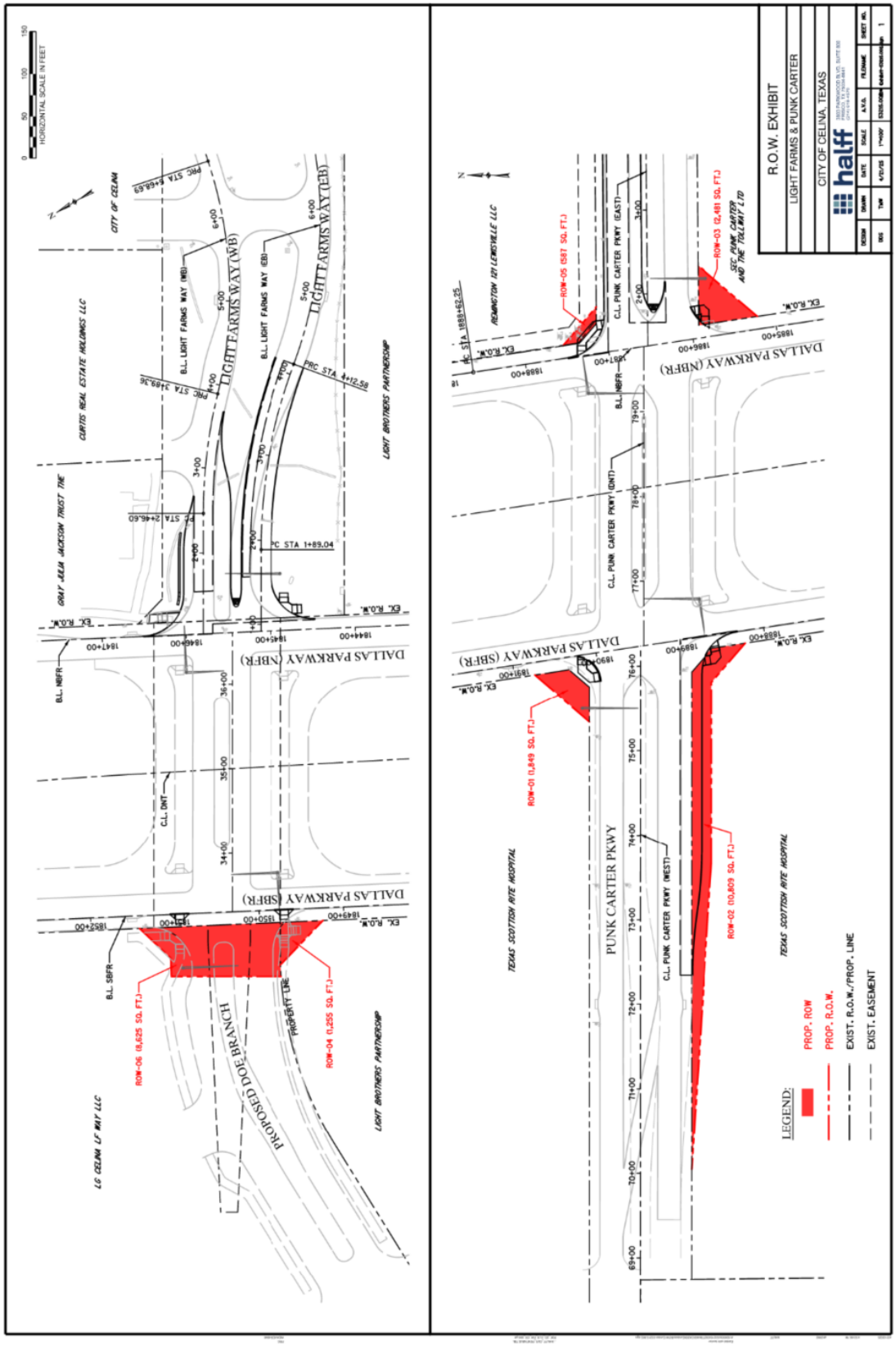
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2622135	LG CELINA LF WAY LLC	JOHN RAGSDALE SURVEY, ABS No. 734, SHEET 2, TRACT 10, 18.22 ACRES	Celina	TX	75009
2633730	LIGHT BROTHERS PARTNERSHIP	JOHN RAGSDALE SURVEY, ABS No. 734, SHEET 2, TRACT 1, 4.4105 ACRES	Celina	TX	75009
2622125	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOHN RAGSDALE SURVEY, ABS No. 734, SHEET 1, TRACT 4, 10.245 ACRES	Celina	TX	75009
2863182	TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN	JOHN RAGSDALE SURVEY, ABS No. 734, SHEET 2, TRACT 56, 52.361 ACRES	Celina	TX	75009
2771864	SEC PUNK CARTER & THE TOLLWAY, LTD.	JOHN RAGSDALE SURVEY, ABS No. 734, BLK 2, TRACT 33, 10.000 ACRES	Celina	TX	75009
2771872	REMINGTON 121 LEWISVILLE, LLC	JOHN RAGSDALE SURVEY, ABS No. 734, BLK 1, TRACT 6, 10.50 ACRES	Celina	TX	75009

Exhibit B


R.O.W. EXHIBIT
LIGHT FARMS & PUNK CARTER
CITY OF CELINA, TEXAS
halff
LEGEND:
PROP. ROW
PROP. R.O.W.
EXIST. R.O.W./PROP. LINE
EXIST. EASEMENT
PUNK CARTER PKWY
DALLAS PARKWAY (SBFR)
DALLAS PARKWAY (NBFR)
LIGHT FARMS WAY (WB)
LIGHT FARMS WAY (EB)
PROPOSED DOE BRANCH
TEXAS SCOTTISH RITE HOSPITAL
ROW-01 (1,849 SQ. FT.)
ROW-02 (10,809 SQ. FT.)
ROW-03 (2,491 SQ. FT.)
ROW-04 (1,255 SQ. FT.)
ROW-05 (587 SQ. FT.)
ROW-06 (8,625 SQ. FT.)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for material testing services from WSB for the construction of Coit Road from Vest Lane to Choate Parkway in an amount not to exceed $138,930.00. (Glasgow)

Background Information:
The proposed work order will include subgrade testing, concrete testing, lime series, proof rolling observation, asphalt testing, and other geotechnical lab testing for the improvements in the Coit Road project.

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

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Work Authorization

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

Staff Recommendation:

Staff recommends approving the work authorization as presented.

COIT ROAD (FROM VEST LANE TO CHOATE PARKWAY) MATERIAL TESTING

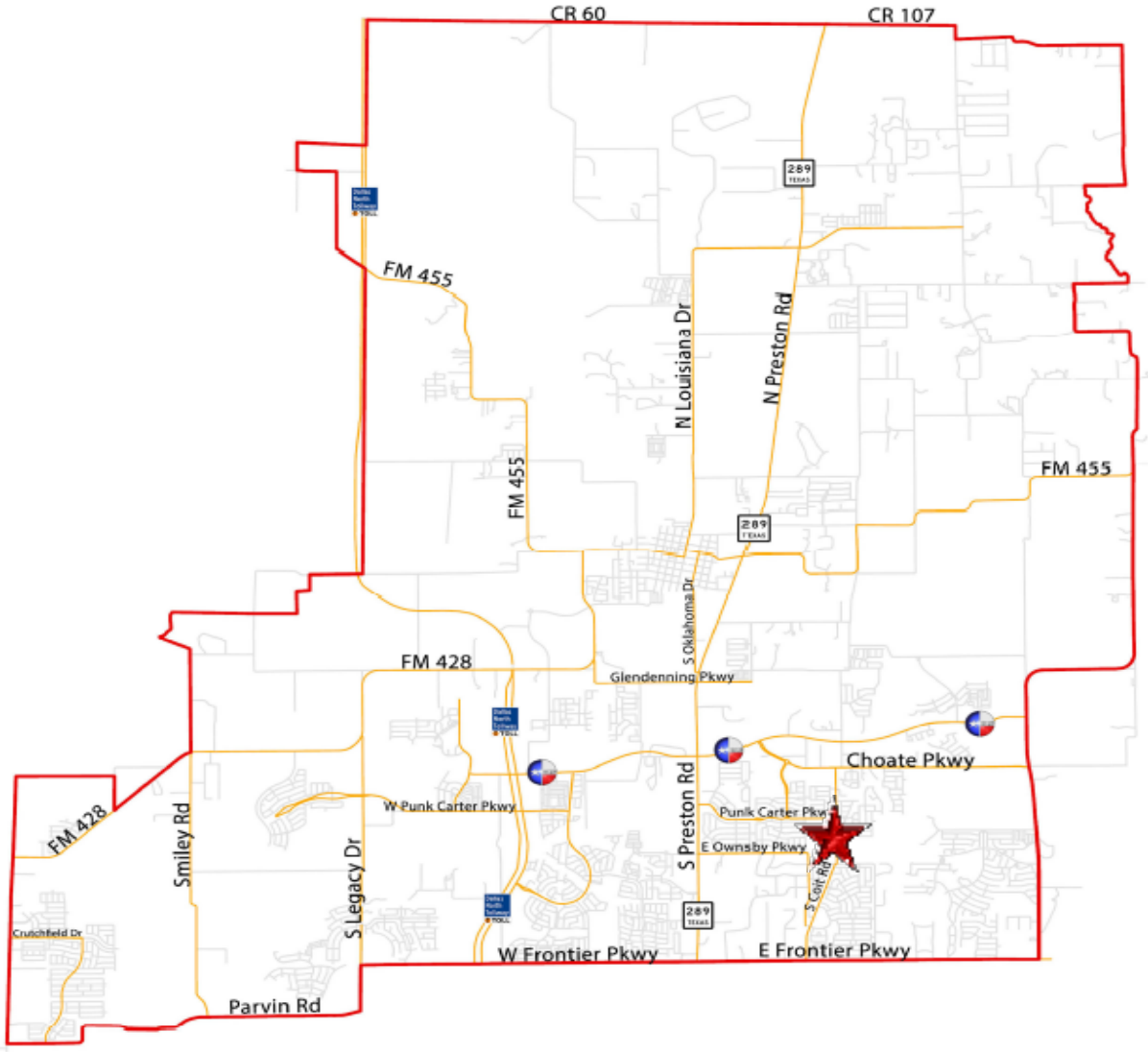
WORK AUTHORIZATION

July 08, 2025

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



LOCATION MAP



INTRODUCTION

- This item is to consider and act to approve a work authorization for testing services for the construction of Coit Road from Vest lane to Choate Parkway.
- The construction includes earthwork and subgrade preparations, embankment and concrete pavements that will need quality assurance material testing.

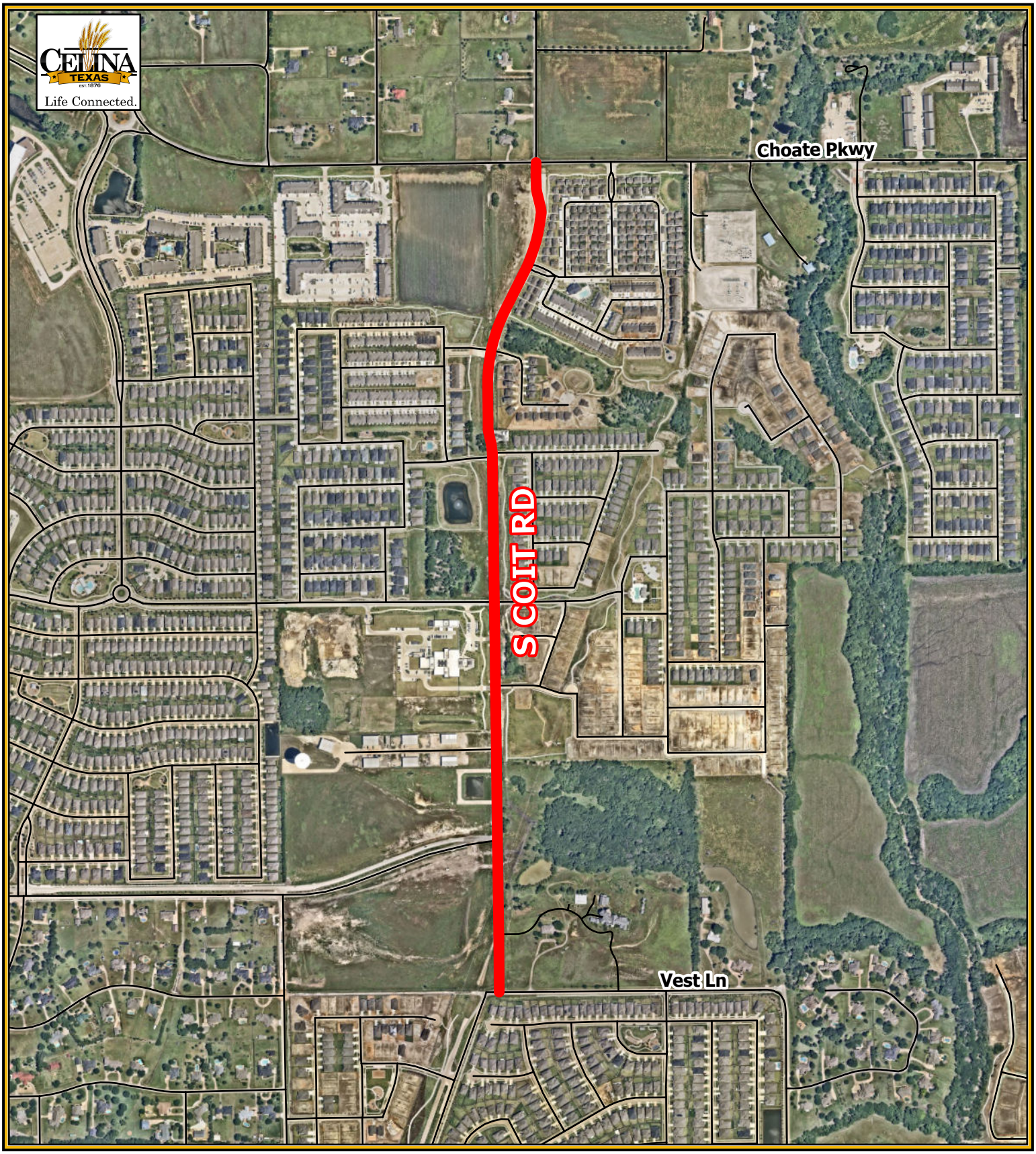
WORK SCOPE

The proposed work order will include

- Subgrade testing
- Concrete testing
- Lime series
- Proof rolling observation
- Asphalt testing and
- Other geotechnical lab testing

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	15	Each	$ 242.00	$ 3,630.00
114	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
193	Atterberg Limits	15	Each	$ 80.00	$ 1,200.00
332	Lime Series	8	Each	$ 330.00	$ 2,640.00
198	Determining Sulfate Content in Soils	15	Each	$ 150.00	$ 2,250.00
333	Stabilization Gradation	45	Each	$ 19.00	$ 855.00
200	Stabilization Depth Check	45	Each	$ 19.00	$ 855.00
287	Sampling Fee	6	Hourly	$ 70.00	$ 420.00
187	Densities on Embankments/Utilities - Tech Time	270	Hourly	$ 70.00	$ 18,900.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	225	Each	$ 15.00	$ 3,375.00
201	Proof Roll Inspection/Observation	48	Hourly	$ 70.00	$ 3,360.00
700	Trip Charges	81	Each	$ 105.00	$ 8,505.00
500	Reporting	127	Each	$ 20.00	$ 2,540.00
	Hydraulic Cement Concrete				
321	Making Cylinders and Testing Concrete (Air, Slump, Temp) (Set of 4)	123	Each	$ 83.00	$ 10,209.00
301	Compressive Strength Curing and Disposal (EA)	492	Each	$ 28.00	$ 13,776.00
206	Rebar Inspection	50	Hourly	$ 70.00	$ 3,500.00
184	Cylinder Pick Up - Per Set	123	Each	$ 10.00	$ 1,230.00
306	ACI Certified Technician	284	Hourly	$ 70.00	$ 19,880.00
700	Trip Charges	187	Each	$ 105.00	$ 19,635.00
500	Reporting	630	Each	$ 20.00	$ 12,600.00
	HMAC				
135	Asphalt Concrete Pavement production testing including	7	Per Sample	$ 420.00	$ 2,940.00
	Specific Gravity, A.C. %, Gradation, & Marshall Stability				
145	Roadway Density, Percent Air Voids	7	Set	$ 60.00	$ 420.00
306	Asphalt Concrete Pavement Core Extraction	14	Hourly	$ 70.00	$ 980.00
132	Cutting Core Sample up to 8" Depth per core (Equipment Only)	14	Each	$ 60.00	$ 840.00
160	Patching	14	Each	$ 30.00	$ 420.00
140	Roadway Compaction Densities	14	Hourly	$ 70.00	$ 980.00
306	Estimated Tech Time	14	Hourly	$ 70.00	$ 980.00
700	Trip Charges	7	Each	$ 105.00	$ 735.00
500	Reporting	14	Each	$ 20.00	$ 280.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	1	Hourly	$ 140.00	$ 140.00
244	Administration	4	Hourly	$ 80.00	$ 320.00
				TOTAL =	$ 138,930.00

QUESTONS?



Legend

- S. Coit Rd
- Roads

S. Coit Rd

City of Celina

6/25/2025

N
W E
S

0 500 1,000 Feet

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 WSB	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **WSB** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Coit Road - Vest Lane to Choate Parkway		
Engineer Project #:	R-030876	**Work Authorization Date:**	
Engineer:	WSB		
Purchase Order#:		**Project #:**	22-6431 (R57)
Engineer Representative	Kelly Selman	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Kelly Selman, P.E.
Signature	Signature
	Kelly Selman, P.E.
Printed Name & Title	Printed Name & Title
	6-16-2025
Date	Date

Exhibit A

Scope of Work

WSB will provide materials testing services for Coit Road 22-6431.

Estimate of Material Testing

wsb

To: Catherine Oduro
City of Celina
coduro@Celina-tx.gov

Project: Coit Road - Vest Ln. to Choate Pkwy. 22-6431
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	15	Each	$ 242.00	$ 3,630.00
114	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
193	Atterberg Limits	15	Each	$ 80.00	$ 1,200.00
332	Lime Series	8	Each	$ 330.00	$ 2,640.00
198	Determining Sulfate Content in Soils	15	Each	$ 150.00	$ 2,250.00
333	Stabilization Gradation	45	Each	$ 19.00	$ 855.00
200	Stabilization Depth Check	45	Each	$ 19.00	$ 855.00
287	Sampling Fee	6	Hourly	$ 70.00	$ 420.00
187	Densities on Embankments/Utilities - Tech Time	270	Hourly	$ 70.00	$ 18,900.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	225	Each	$ 15.00	$ 3,375.00
201	Proof Roll Inspection/Observation	48	Hourly	$ 70.00	$ 3,360.00
700	Trip Charges	81	Each	$ 105.00	$ 8,505.00
500	Reporting	127	Each	$ 20.00	$ 2,540.00
	Hydraulic Cement Concrete				
321	Making Cylinders and Testing Concrete (Air, Slump, Temp) (Set of 4)	123	Each	$ 83.00	$ 10,209.00
301	Compressive Strength Curing and Disposal (EA)	492	Each	$ 28.00	$ 13,776.00
206	Rebar Inspection	50	Hourly	$ 70.00	$ 3,500.00
184	Cylinder Pick Up - Per Set	123	Each	$ 10.00	$ 1,230.00
306	ACI Certified Technician	284	Hourly	$ 70.00	$ 19,880.00
700	Trip Charges	187	Each	$ 105.00	$ 19,635.00
500	Reporting	630	Each	$ 20.00	$ 12,600.00
	HMAC				
135	Asphalt Concrete Pavement production testing including	7	Per Sample	$ 420.00	$ 2,940.00
	Specific Gravity, A.C. %, Gradation, & Marshall Stability				
145	Roadway Density, Percent Air Voids	7	Set	$ 60.00	$ 420.00
306	Asphalt Concrete Pavement Core Extraction	14	Hourly	$ 70.00	$ 980.00
132	Cutting Core Sample up to 8" Depth per core (Equipment Only)	14	Each	$ 60.00	$ 840.00
160	Patching	14	Each	$ 30.00	$ 420.00
140	Roadway Compaction Densities	14	Hourly	$ 70.00	$ 980.00
306	Estimated Tech Time	14	Hourly	$ 70.00	$ 980.00
700	Trip Charges	7	Each	$ 105.00	$ 735.00
500	Reporting	14	Each	$ 20.00	$ 280.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	1	Hourly	$ 140.00	$ 140.00
244	Administration	4	Hourly	$ 80.00	$ 320.00
				TOTAL =	$ 138,930.00

*Density charge rate is $70.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
WSB has a standard standby time charge rate of $70.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours WSB may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Josh Golleher
Director of Materials
Jgolleher@wsbeng.com

6/16/2025
Date

Accepted by:

Signature

Print

Date

3522 Sam Rayburn Hwy | Melissa, TX | 75454 | 469.907.5500 | WSBENG.COM

Exhibit C

Timeline/Schedule

Timeline to follow construction award.

Exhibit D

Deliverables

All reports will be sent in a timely manner as the work progresses.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon a Resolution setting a Public Hearing date of August 12, 2025, to consider/discuss/act on the amendment of the Land Use Assumptions, Capital Improvements Plan, and maximum assessable fees for water and wastewater impact fees. (Glasgow)

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

On June 17, 2024, the City Council approved task orders for Freese and Nichols (FNI) and Garver to revise the City's water and wastewater impact fees. FNI and Garver have completed the necessary updates based on upcoming developments, the future land use plan, and population projections. The proposed public hearing will discuss the results of the impact fee study update.

Legal Review:
The Resolution has been reviewed by legal.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

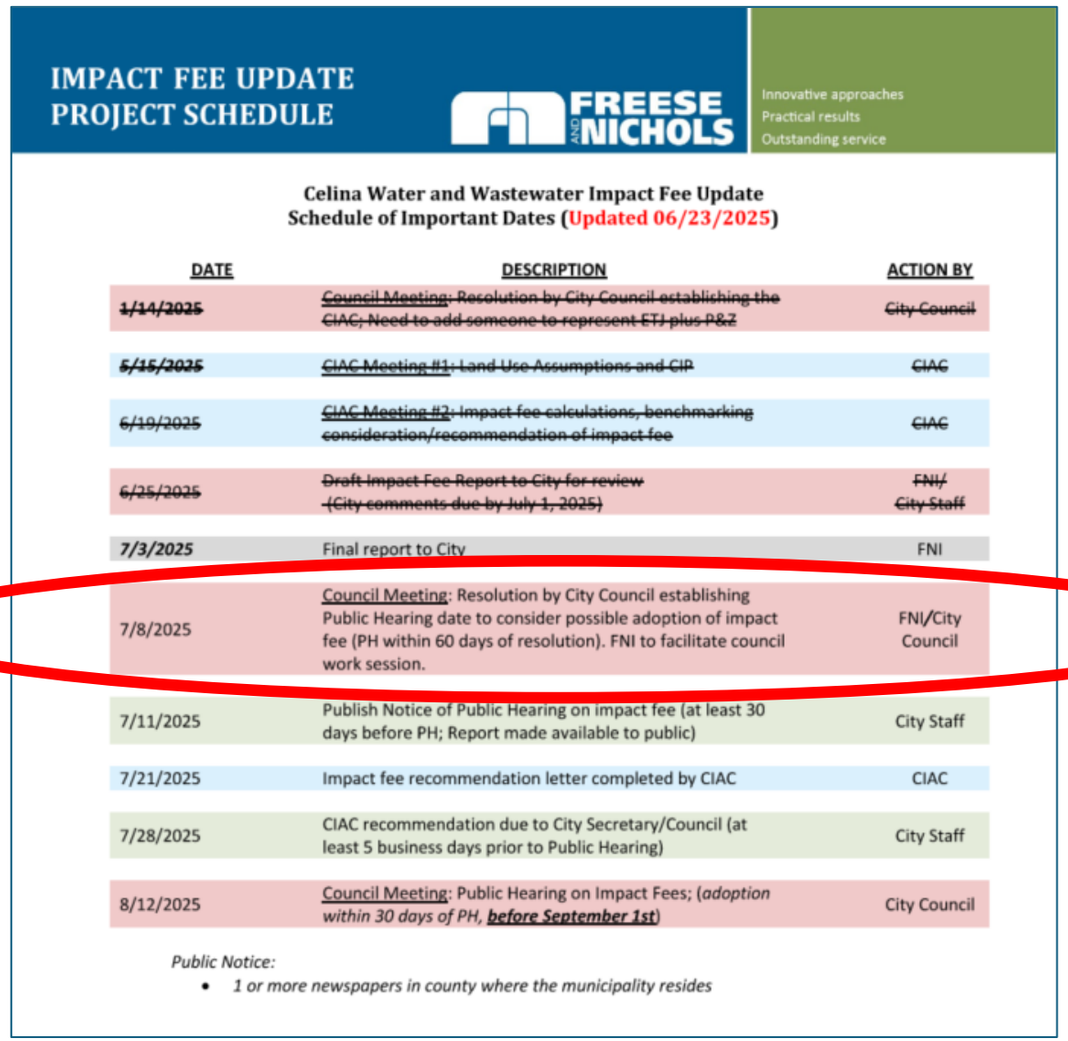
WATER AND WASTEWATER IMPACT FEE COUNCIL WORK SESSION

July 8, 2025



FREESE AND NICHOLS

Impact fee program development schedule



IMPACT FEE UPDATE
PROJECT SCHEDULE

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

Celina Water and Wastewater Impact Fee Update
Schedule of Important Dates (Updated 06/23/2025)

DATE	DESCRIPTION	ACTION BY
~~1/14/2025~~	~~Council Meeting: Resolution by City Council establishing the CIAC; Need to add someone to represent ETJ plus P&Z~~	~~City Council~~
~~5/15/2025~~	~~CIAC Meeting #1: Land Use Assumptions and CIP~~	~~CIAC~~
~~6/19/2025~~	~~CIAC Meeting #2: Impact fee calculations, benchmarking consideration/recommendation of impact fee~~	~~CIAC~~
~~6/25/2025~~	~~Draft Impact Fee Report to City for review (City comments due by July 1, 2025)~~	~~FNI/ City Staff~~
7/3/2025	Final report to City	FNI
7/8/2025	Council Meeting: Resolution by City Council establishing Public Hearing date to consider possible adoption of impact fee (PH within 60 days of resolution). FNI to facilitate council work session.	FNI/City Council
7/11/2025	Publish Notice of Public Hearing on impact fee (at least 30 days before PH; Report made available to public)	City Staff
7/21/2025	Impact fee recommendation letter completed by CIAC	CIAC
7/28/2025	CIAC recommendation due to City Secretary/Council (at least 5 business days prior to Public Hearing)	City Staff
8/12/2025	Council Meeting: Public Hearing on Impact Fees; (*adoption within 30 days of PH, **before September 1st***)	City Council

Public Notice:

- *1 or more newspapers in county where the municipality resides*

FREESE AND NICHOLS

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A PUBLIC HEARING DATE FOR AUGUST 12, 2025, TO REVIEW AND DISCUSS AN AMENDMENT TO THE IMPACT FEE PROGRAM FOR WATER AND WASTEWATER FACILITIES AS PART OF THE 2025 WATER AND WASTEWATER IMPACT FEE UPDATE; PROVIDING FOR THE INCORPORATION OF FINDINGS; ORDERING A PUBLIC HEARING; ORDERING THAT NOTICE OF PUBLIC HEARING BE PROVIDED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On January 14, 2025, the City Council of the City of Celina (the "City Council") adopted Resolution No. 2025-01R authorizing an update to the Impact Fee Program for Water and Wastewater Facilities in accordance with Chapter 395 of the Texas Local Government Code, and also appointed the Planning and Zoning Commission as the Capital Improvements Advisory Committee; and

WHEREAS, Chapter 395 of the Texas Local Government Code requires that a political subdivision adopt an ordinance, order, or resolution setting a public hearing date to review, discuss and consider the amendment of the Impact Fee Program for Water and Wastewater Facilities; and

WHEREAS, in accordance with Texas Local Government Code Section 395.054, the City of Celina, Texas is proposing to hold a public hearing to review, discuss, and consider the amendment of the Impact Fee Program for Water and Wastewater Facilities as part of the 2025 Water and Wastewater Impact Fee Update; and

WHEREAS, the City Council finds that the passage of this Resolution satisfies all applicable state law requirements and is in the best interest of the public health, safety and welfare of the City of Celina, Texas.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. Calling of Public Hearing and Providing Notice.

A. Calling of Public Hearing. The City Council hereby calls a **Public Hearing** to discuss and consider an update to the Impact Fee Program for Water and Wastewater Facilities as part of the 2025 Water and Wastewater Impact Fee Update, at which members of the public shall be given an opportunity to be heard, at Celina City Council Chambers, at **112 N. Colorado Street, Celina,**

Texas, on **Tuesday, August 12, 2025**, **at 5:00 p.m.**

B. Notice of Public Hearing. The City Secretary is hereby authorized and directed to provide notice of the Public Hearing to be (1) published in a newspaper of general circulation in the City in both Collin County and Denton County, (2) sent by certified mail to any person giving notice to the City in the last 2 years by certified or registered mail that they want to receive notice, (3) placed on the City's official website, and (4) make a copy of the amendment of the Impact Fee Program for Water and Wastewater Facilities available to the public by maintaining a copy in the City Secretary's office, such notices, mailings and posting to be completed by July 11, 2025, which is before the 30th day before the date of the public hearing in accordance with Texas Local Government Code Chapter 395.

SECTION 3. Severability. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4. Effective Date. This Resolution shall take effect immediately from and after the date of passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ON THE 8TH DAY OF JULY 2025.

THE CITY OF CELINA:

_____

By: Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for testing services from GeoTex Engineering, for construction materials testing for Wilson Creek Park Phase 1 in an amount not to exceed $147,471.00. (Glasgow)

Background Information:
On May 20, 2025, the City received responses to Bid 2025-043 for the Wilson Creek Park Phase 1 project. The project consists of two large multi-use fields for recreational sports with game field lighting, as well as two cricket pitches, concrete and soft-surface trails, and restrooms. It also covers essential site infrastructure, including roads, parking, fencing, storm drainage, and utilities such as water, sewer, and electricity. Another key feature includes an amenity pond supplied with well water, which serves as the primary irrigation source for landscaping and game field turf. Third party material testing and inspection services are required to confirm that construction is completed to design standards.

The proposed work authorization will provide concrete, subgrade, and utilities testing and inspection.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map

3. Work Authorization

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

Staff Recommendation:
Staff recommends awarding the work authorization as presented.

WILSON CREEK PARK PHASE 1 TESTING

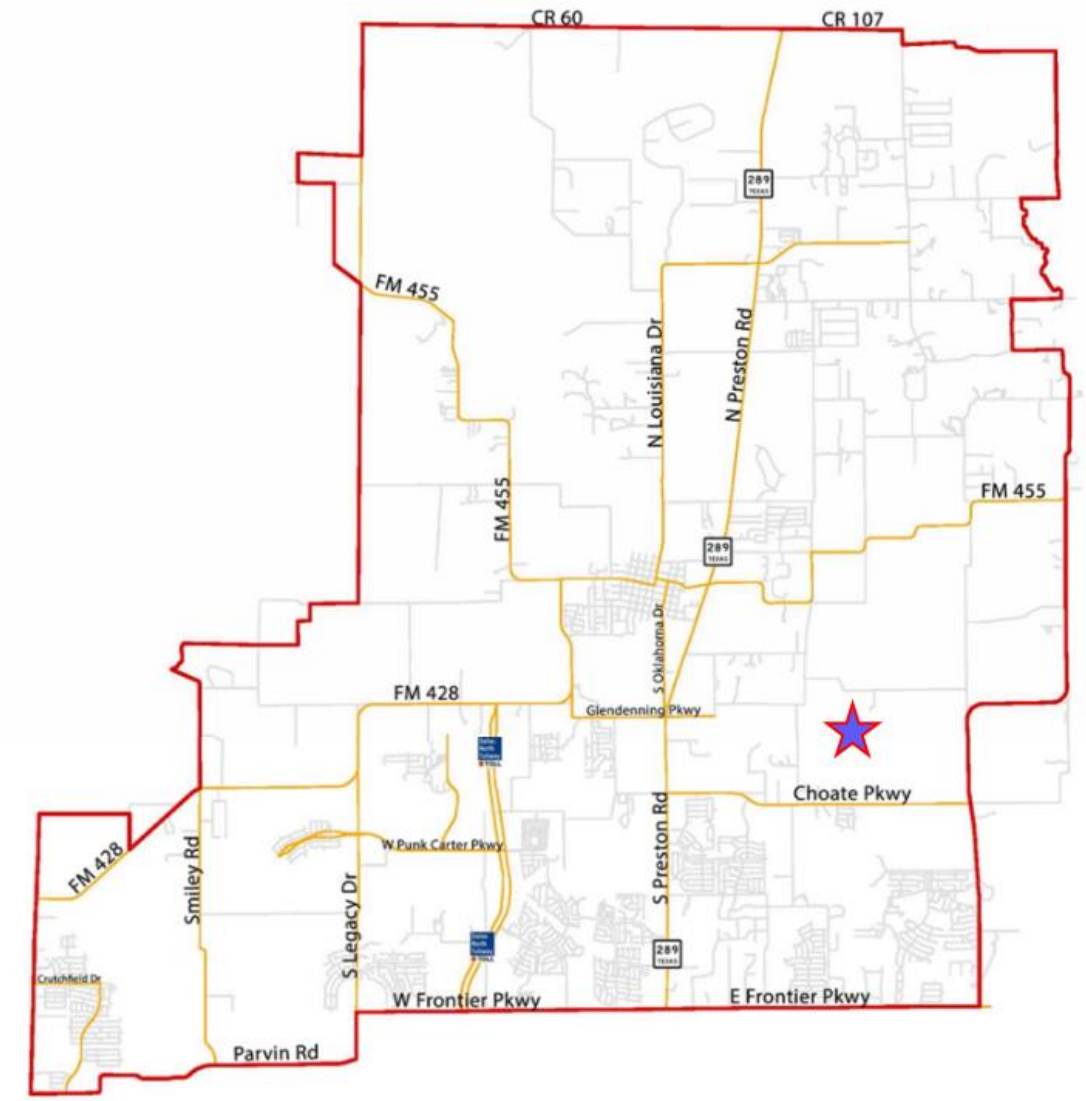
WORK AUTHORIZATION

July 8, 2025

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



LOCATION MAP



INTRODUCTION

- Consider and act to approve a work authorization for testing services from GeoTex Engineering, for construction materials testing for Wilson Creek Park Phase 1 in an amount not to exceed $147,471.00. (Glasgow).
- On May 20, 2025, the City received responses to Bid 2025-043 for the Wilson Creek Park Phase 1 project. 3rd party material testing and inspection services are required to confirm construction is completed to design standards.
- The proposed work authorization will provide concrete, subgrade, and utilities testing and inspection.

WORK SCOPE

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	6	each	$200.00	$1,200.00
Atterberg Limits (ASTM 4318)	6	each	$95.00	$570.00
Minus 200 Sieve Analysis	6	each	$55.00	$330.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	130	each	$20.00	$2,600.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	120	each	$20.00	$2,400.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	172	each	$20.00	$3,440.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	135	hour	$65.00	$8,775.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	185	hour	$65.00	$12,025.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	100	hour	$65.00	$6,500.00
Trip Charge	85	trip	$50.00	$4,250.00
Project Manager	27	hour	$175.00	$4,725.00
Project Administration	n/a	%	10	$4,682.00
Estimated Total for Earthwork Services for Paving & Utilities:				**$51,497.00**
Concrete Observation & Testing - Paving				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	220	each	$25.00	$5,500.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	368	hour	$65.00	$23,920.00
Certified Engineering Concrete Technician (Estimated overtime)	50	hour	$97.50	$4,875.00
Trip Charge	66	trip	$50.00	$3,300.00
Project Manager	24	hour	$175.00	$4,200.00
Project Administration	n/a	%	10	$4,180.00
Estimated Total for Concrete Services for Paving:				**$45,975.00**
Earthwork Observation & Testing Structural				
Moisture Density Relations (ASTM D698 - Method A or B)	2	each	$200.00	$400.00
Atterberg Limits	2	each	$95.00	$190.00
Minus 200 Sieve Analysis	2	each	$55.00	$110.00
In-Place Moisture-Density Tests, Min 3 per trip	20	each	$20.00	$400.00
Certified Engineering Soils Technician (Min. 4 hrs. per trip)	16	hour	$65.00	$1,040.00
Certified Engineering Soils Technician (Estimated overtime)	4	hour	$97.50	$390.00
Trip Charge	2	trip	$50.00	$100.00
Project Manager	3	hour	$175.00	$525.00
Project Administration	n/a	%	10	$316.00
Estimated Total for Earthwork Services for Structural:				**$3,471.00**

Drilled Shaft Observations				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	15	each	$25.00	$375.00
Certified Sr. Engineering Technician (Min. 4 hrs. per trip)	36	hour	$75.00	$2,700.00
Certified Sr. Engineering Technician (Estimated overtime)	6	hour	$112.50	$675.00
Senior Engineer (PE)	6	hour	$250.00	$1,500.00
Trip Charge	6	trip	$50.00	$300.00
Project Manager	4	hour	$175.00	$700.00
Project Administration	n/a	%	10	$625.00
Estimated Total for Drilled Shaft Services:				**$6,875.00**
Concrete Observation & Testing Structural				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	145	each	$25.00	$3,625.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	292	hour	$65.00	$18,980.00
Trip Charge	58	trip	$50.00	$2,900.00
Project Manager	17	hour	$175.00	$2,975.00
Project Administration	n/a	%	10	$2,848.00
Estimated Total for Concrete Services for Structural :				**$31,328.00**
Masonry Observation & Testing				
Grout Prisms (4 per set)	4	each	$45.00	$180.00
Certified Engineering Technician (Min. 4 hrs. per trip) (Includes observation and masonry pickup)	12	hour	$95.00	$1,140.00
Trip Charge	2	trip	$50.00	$100.00
Project Manager	1	hour	$175.00	$175.00
Project Administration	n/a	%	10	$160.00
Estimated Total for Masonry Services:				**$1,755.00**
Structural Steel Observation				
CWI Specialist Visual Observation (Min. 5 hrs. per trip)	15	hour	$90.00	$1,350.00
Ultrasonic Inspection (Min. 5 hrs. per trip)	10	hour	$100.00	$1,000.00
Material Fee	2	day	$50.00	$100.00
Trip Charge	3	trip	$150.00	$450.00
Project Manager	1	hour	$175.00	$175.00
Project Administration	n/a	%	10	$245.00
Estimated Total for Structural Steel Services:				**$3,320.00**
Project Setup Fee	1	each	$250.00	$250.00
Allowance for Sr. Engineer	12	hour	$250.00	$3,000.00
				$3,250.00
Estimated Total for Above Services				**$47,471.00**

QUESTONS?

LOCATION MAP

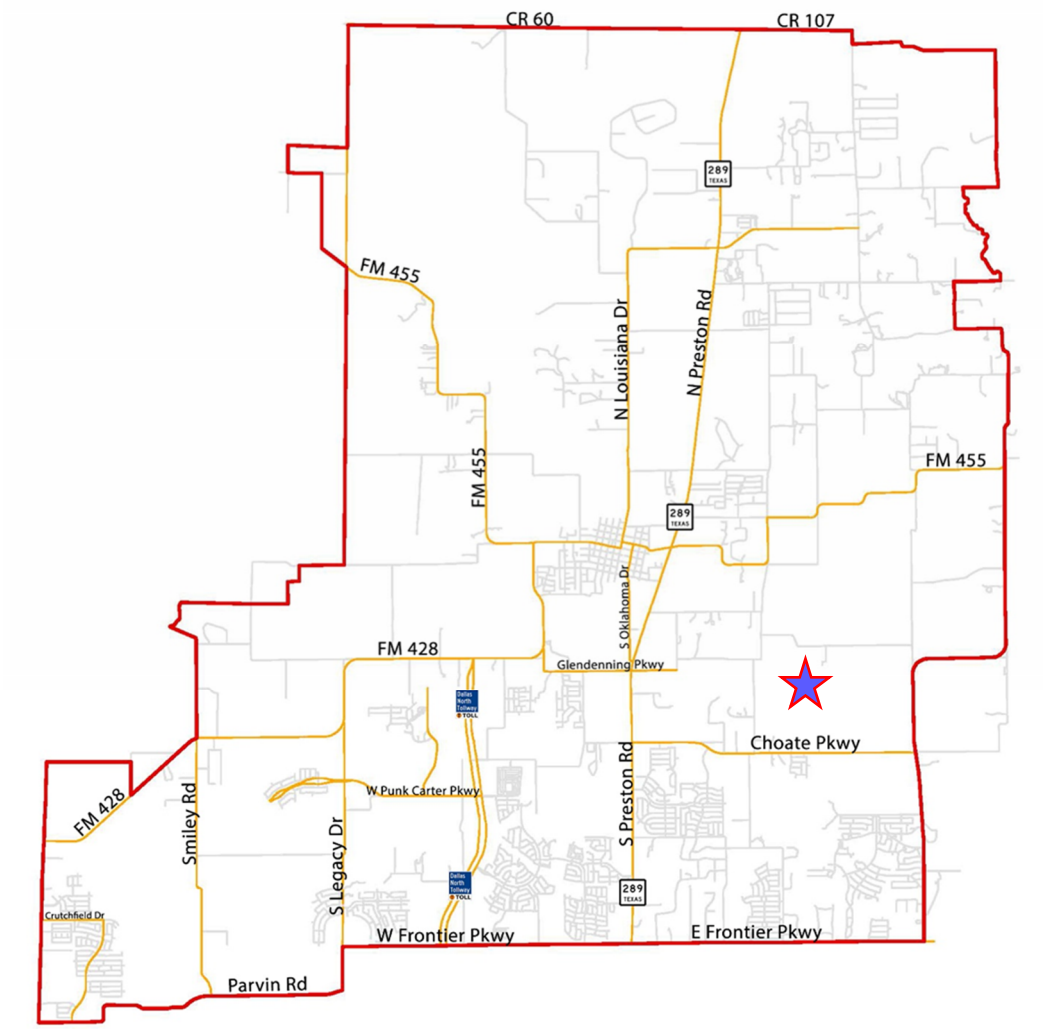


EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2024-111	MAPS Date:	11/13/2024

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **GeoTex Engineering, LLC** (Contractor); Owner has furnished the following event information to Contractor. Contractor's scope of work has been developed based on this information.

Project Name:			
Engineer's Project #		**Work Authorization Date:**	
City Project/Account #		**Purchase Order#:**	
Engineer Representative:		**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice 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 PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**CONTRACTOR**
Signature	Signature
	Robert Duncan - Senior CMET Project Manager
Printed Name & Title	Printed Name & Title
	6/17/2025
Date	Date

June 16, 2025
Proposal No: 24-1546-004

Mr. Richard Herrera, P.E.
City of Celina
rherrera@celina-tx.gov

Subject: **Construction Materials Testing Services**
Wilson Creek Park – Bid Package 1
Celina, Texas

Dear Mr. Herrera:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the construction of a new park in Celina, Texas.

This proposal is based on structural and civil bid set plans dated April 14, 2025.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- Wilson Creek Park:
  - Art sculpture foundation
  - Restroom building
  - Pedestrian boardwalk
  - Monument sign
  - Dumpster enclosure
  - Landscape wall
  - PRC foundation
- Paving and sidewalks:
  - 6-inch compacted trail subgrade
  - 8-inch compacted paving subgrade
  - Stabilized decomposed granite compacted subgrade
  - Portland cement concrete paving
- Miscellaneous:
  - Utility trench backfill
  - Dumpster pad and slab

EXHIBIT A
SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/5,000 square feet, and 1/300 linear feet for trench utility backfill, with a minimum of 3 tests per lift

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
  - record the diameter of the drilled shaft
  - record top and bottom pier elevations (information obtained from plans or provided by contractor)
  - record depth to the bearing stratum
  - record penetration into the bearing stratum
  - record if a casing was used
  - record if plumbness is within specification tolerance
  - record horizontal and vertical bars quantity and size
  - record the condition of drilled shaft excavation before concrete placement
  - record the time concrete was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
  - verify the number and size of bars
  - verify clearance between bars and spacing
  - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
  - perform ambient and concrete temperature determinations
  - perform entrained air content determination
  - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/150 cubic yards of concrete placed for pavement and 5/50 cubic yards for building concrete, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve

Masonry

- Perform testing during masonry operations which will include:
  - Ambient, mortar, and grout temperature determinations
- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or "full-penetration" welded connections

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE's rate of $250/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of $147,471**. The invoicing for this project will use the attached Fee Schedule **and *the actual quantity of work performed***. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-$20), (Entrained Air and Unit Weight-$25), (Temperature-$5). If NICET inspector is required, additional fees will apply.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC

Brandon Lowrance

Brandon Lowrance
Chief Estimator

a DBE firm
GEOTEX ENGINEERING

Geotex Engineering, LLC
1101 Shady Oaks Dr
Denton, Texas
Phone: 940.735.3433

EXHIBIT B

Budget Estimate for Construction Materials
Testing & Observation Services
Wilson Creek Park
Celina, Texas
24-1546-004

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	6	each	$200.00	$1,200.00
Atterberg Limits (ASTM 4318)	6	each	$95.00	$570.00
Minus 200 Sieve Analysis	6	each	$55.00	$330.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	130	each	$20.00	$2,600.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	120	each	$20.00	$2,400.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	172	each	$20.00	$3,440.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	135	hour	$65.00	$8,775.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	185	hour	$65.00	$12,025.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	100	hour	$65.00	$6,500.00
Trip Charge	85	trip	$50.00	$4,250.00
Project Manager	27	hour	$175.00	$4,725.00
Project Administration	n/a	%	10	$4,682.00
Estimated Total for Earthwork Services for Paving & Utilities:				**$51,497.00**
Concrete Observation & Testing - Paving				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	220	each	$25.00	$5,500.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	368	hour	$65.00	$23,920.00
Certified Engineering Concrete Technician (Estimated overtime)	50	hour	$97.50	$4,875.00
Trip Charge	66	trip	$50.00	$3,300.00
Project Manager	24	hour	$175.00	$4,200.00
Project Administration	n/a	%	10	$4,180.00
Estimated Total for Concrete Services for Paving:				**$45,975.00**
Earthwork Observation & Testing Structural				
Moisture Density Relations (ASTM D698 - Method A or B)	2	each	$200.00	$400.00
Atterberg Limits	2	each	$95.00	$190.00
Minus 200 Sieve Analysis	2	each	$55.00	$110.00
In-Place Moisture-Density Tests, Min 3 per trip	20	each	$20.00	$400.00
Certified Engineering Soils Technician (Min. 4 hrs. per trip)	16	hour	$65.00	$1,040.00
Certified Engineering Soils Technician (Estimated overtime)	4	hour	$97.50	$390.00
Trip Charge	2	trip	$50.00	$100.00
Project Manager	3	hour	$175.00	$525.00
Project Administration	n/a	%	10	$316.00
Estimated Total for Earthwork Services for Structural:				**$3,471.00**

Drilled Shaft Observations				
Concrete Test Cylinders (4 x 8 inch)	15	each	$25.00	$375.00
(Includes: ambient & concrete temperatures, slump, air & unit weight)				
Certified Sr. Engineering Technician (Min. 4 hrs. per trip)	36	hour	$75.00	$2,700.00
Certified Sr. Engineering Technician (Estimated overtime)	6	hour	$112.50	$675.00
Senior Engineer (PE)	6	hour	$250.00	$1,500.00
Trip Charge	6	trip	$50.00	$300.00
Project Manager	4	hour	$175.00	$700.00
Project Administration	n/a	%	10	$625.00
Estimated Total for Drilled Shaft Services:				**$6,875.00**
Concrete Observation & Testing Structural				
Concrete Test Cylinders (4 x 8 inch)	145	each	$25.00	$3,625.00
(Includes: ambient & concrete temperatures, slump, air & unit weight)				
Certified Engineering Concrete Technician (Min. 4 hrs. per trip)	292	hour	$65.00	$18,980.00
(Includes reinforcing observation & cylinder pick up)				
Trip Charge	58	trip	$50.00	$2,900.00
Project Manager	17	hour	$175.00	$2,975.00
Project Administration	n/a	%	10	$2,848.00
Estimated Total for Concrete Services for Structural :				**$31,328.00**
Masonry Observation & Testing				
Grout Prisms (4 per set)	4	each	$45.00	$180.00
Certified Engineering Technician (Min. 4 hrs. per trip)	12	hour	$95.00	$1,140.00
(Includes observation and masonry pickup)				
Trip Charge	2	trip	$50.00	$100.00
Project Manager	1	hour	$175.00	$175.00
Project Administration	n/a	%	10	$160.00
Estimated Total for Masonry Services:				**$1,755.00**
Structural Steel Observation				
CWI Specialist Visual Observation (Min. 5 hrs. per trip)	15	hour	$90.00	$1,350.00
Ultrasonic Inspection (Min. 5 hrs. per trip)	10	hour	$100.00	$1,000.00
Material Fee	2	day	$50.00	$100.00
Trip Charge	3	trip	$150.00	$450.00
Project Manager	1	hour	$175.00	$175.00
Project Administration	n/a	%	10	$245.00
Estimated Total for Structural Steel Services:				**$3,320.00**
Project Setup Fee	1	each	$250.00	$250.00
Allowance for Sr. Engineer	12	hour	$250.00	$3,000.00
				$3,250.00

Estimated Total for Above Services: $147,471.00

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.
No geo report provided
No specifications provided.
No testing for fence foundations.
No testing for paving at Roseland Pkwy.
Pavement concrete placed at 400 cubic yards per pour, and sidewalk concrete placed at 80 cubic yards per pour.
No testing for detenton pond liner.
Pre-cast sewer manholes.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
Retesting of any failed tests / observation
Temporary site curing facility
Project compliance letter

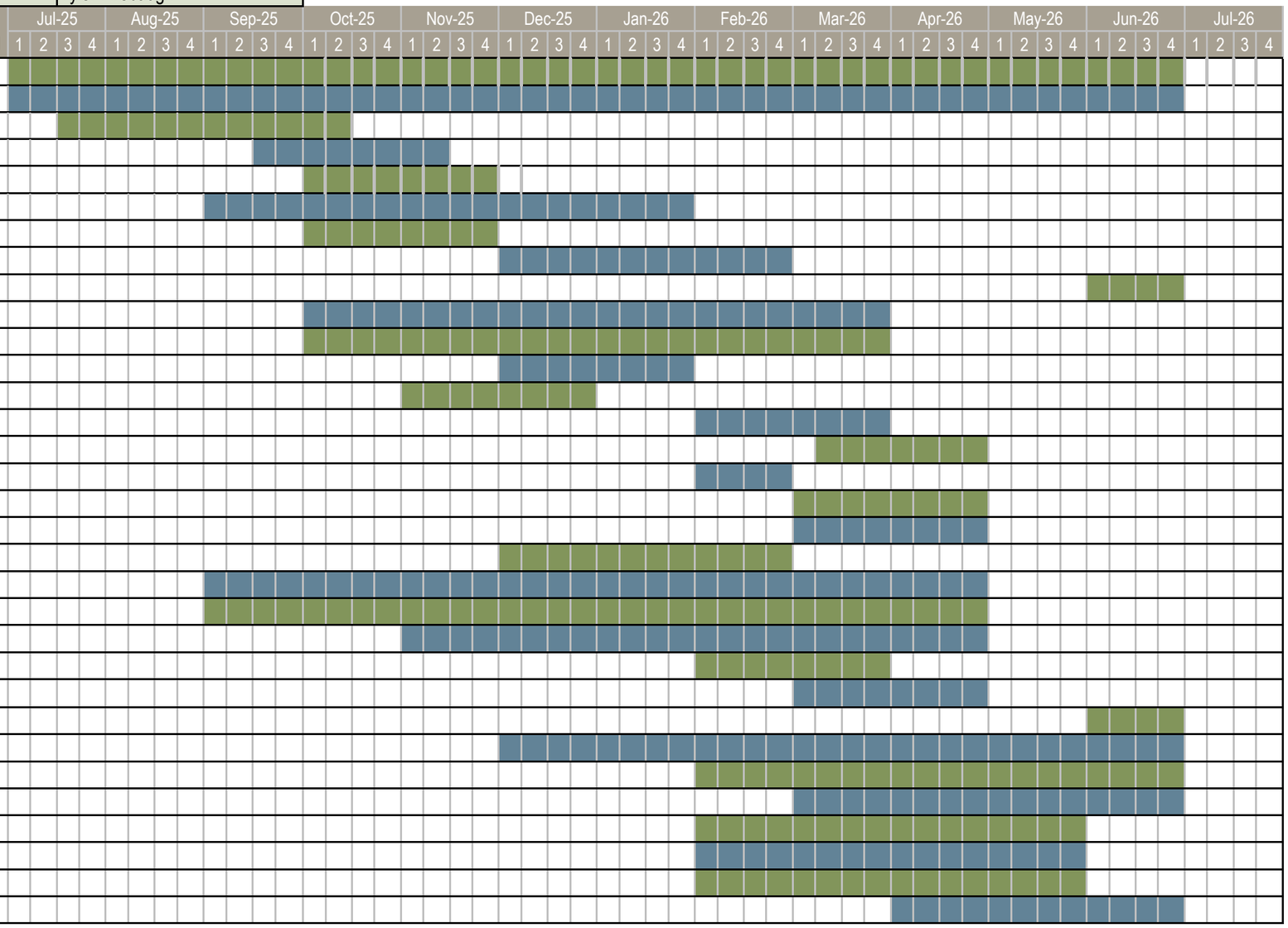
The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-$20), (Entrained Air and Unit Weight-$25), (Temperature-$5). If NICET inspector is required, additional fees will apply.

EXHIBIT C - PROJECT SCHEDULE - TO FOLLOW CONSTRUCTION SCHEDULE BELOW

Wilson Creek Park Phase 1 Construction Schedule

PROJECT NAME	CLIENT NAME
Wilson Creek Park Phase 1 - Celina, TX	City of Celina
CMAR	**PROJECT MANAGER**
Dean Construction	Tyler Firebaugh

Task #	Task	Start Date	Finish Date	Duration (in Day)	% Completed
1	Erosion Control	7/1/2025	7/1/2026	365	0%
2	Tree Protection/Temp Fence	7/1/2025	7/1/2026	365	0%
3	Demo/Earthwork	7/15/2025	10/15/2025	92	0%
4	Pond Liner	9/15/2025	11/15/2025	61	0%
5	Selective Clearing at Corridor	10/1/2025	12/1/2025	61	0%
6	Utilities with RCP	9/1/2025	2/1/2026	153	0%
7	Flexamat	10/1/2025	12/1/2025	61	0%
8	Firelane/Vehicular Paving - Flexbase	12/1/2025	3/1/2026	90	0%
9	Striping and Signage	6/1/2026	7/1/2026	30	0%
10	Site Concrete	10/1/2025	4/1/2026	182	0%
11	Decomposed Granite Trail	10/1/2025	4/1/2026	182	0%
12	PRC Building Pad	12/1/2025	2/1/2026	62	0%
13	Pedestrian Boardwalk	11/1/2025	1/1/2026	61	0%
14	Dumpster Enclosure	2/1/2026	4/1/2026	59	0%
15	Temporary Maintenance Yard	3/1/2026	5/1/2026	61	0%
16	Artifical Turf at Cricket Fields	2/1/2026	3/1/2026	28	0%
17	Concrete Split Rail Fence	3/1/2026	5/1/2026	61	0%
18	Design Master Fence	3/1/2026	5/1/2026	61	0%
19	Pond Equipment Enclosure	12/1/2025	3/1/2026	90	0%
20	Site Electrical	9/1/2025	5/1/2026	242	0%
21	South Field Lighting	9/1/2025	5/1/2026	242	0%
22	Irrigation System	11/1/2025	5/1/2026	181	0%
23	Water Well	2/1/2026	4/1/2026	59	0%
24	Water Well Surface Work	3/1/2026	5/1/2026	61	0%
25	Foundation/Aeration	6/1/2026	7/1/2026	30	0%
26	Grade Maintenance	12/1/2025	7/1/2026	212	0%
27	Turf Establishment	2/1/2026	7/1/2026	150	0%
28	Landscape	3/1/2026	7/1/2026	122	0%
29	Signage	2/1/2026	6/1/2026	120	0%
30	Art Sculputure	2/1/2026	6/1/2026	120	0%
31	Landscape Wall at Berm	2/1/2026	6/1/2026	120	0%
32	Site Amenities	4/1/2026	6/1/2026	61	0%



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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to authorize a Change Order with J&L Construction on the Arizona Drive and Colorado Drive Improvements project for an amount not to exceed $209,122.00. (Glasgow)

Background Information:
On March 7, 2024, the Council authorized the award of Bid 2024-093 for the construction of S. Arizona Drive and S. Colorado Drive from W. Cedar Street to W. Ash Street to J&L Construction, LLC.

The proposed Change Order (CO) covers the cost of installing approximately 900 LF of 5' sidewalk along the east side of Utah Drive from W. Oak Street to W. Cedar Street. This new sidewalk is to provide a wheelchair-accessible path to Lykins Elementary School. This CO also includes ditch regrading and installation of French drains along S. Arizona Drive and S. Colorado Drive to alleviate drainage issues. This change order exceeds $50,000.00 and by statute requires Council authorization.

Legal Review:
The Change Order form has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Change Order

Financial Consideration:

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

Staff Recommendation:
Staff recommends authorizing the change order as presented.

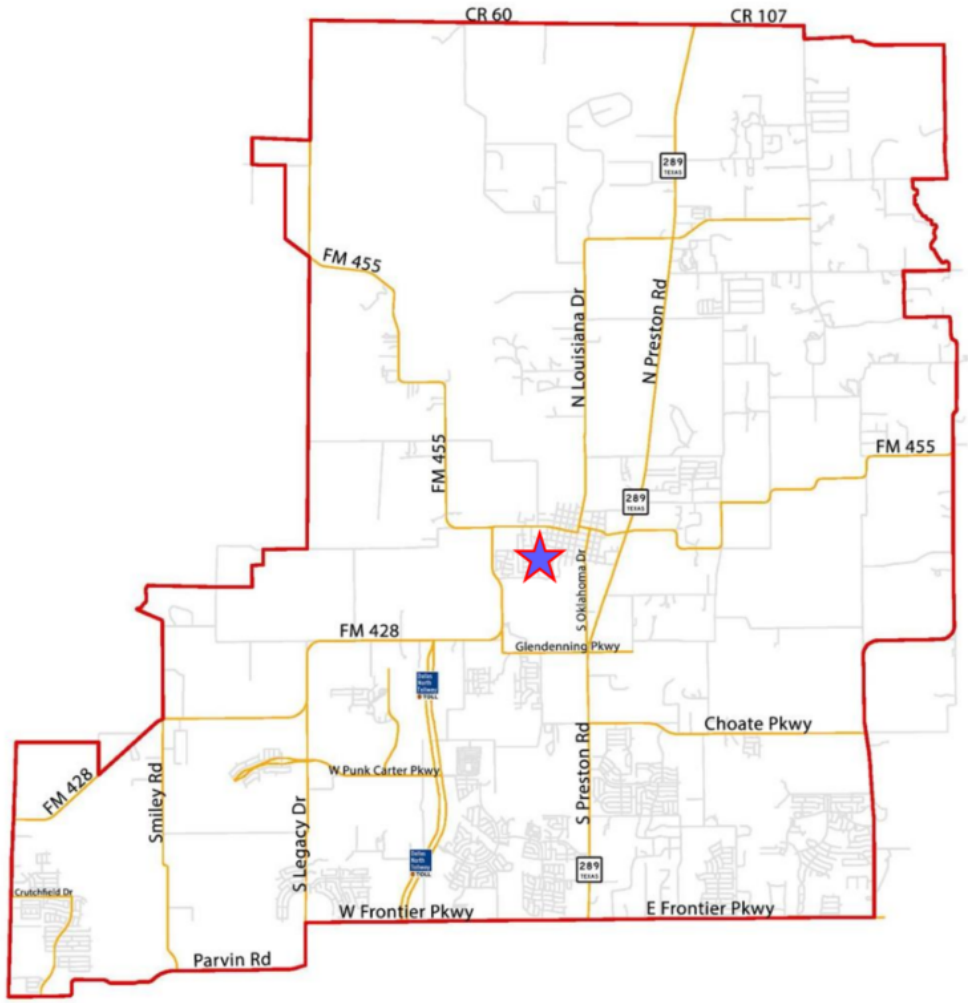
ARIZONA AND COLORADO DRAINAGE IMPROVEMENTS CHANGE ORDER

July 8, 2025

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



LOCATION MAP



INTRODUCTION

- This item is to consider and act to authorize a change order to the Arizona and Colorado Drainage Improvements construction contract with J&L Construction.
- The project is to install a concrete sidewalk along Utah Drive from W. Oak St. to W. Cedar St., and regrade and install a French drain at Arizona Drive & Colorado Drive for an amount not to exceed $209,122.00. (Glasgow)
- Construction is to be completed within 30 days, with substantial completion before August 8th, 2025.

BACKGROUND

- On March 7, 2024, the Council authorized the award of Bid 2024-093 for the construction improvements of S. Arizona Dr. and S. Colorado Dr. from W. Cedar St. to W. Ash St. to J&L Construction, LLC. This change exceeds $50,000 and by statute requires Council authorization.
- The proposed change order (CO) covers the cost of installing approximately 900 LF of 5' sidewalk along the east side of Utah Dr. from W. Oak St. to W. Cedar St.
- The change order is to provide a wheelchair-accessible path to Lykins Elementary School. This CO also includes ditch regrading and installation of french drains along S. Arizona Dr and S. Colorado Dr to alleviate drainage issues.

PROJECT PLAN



NOTE:

SIDEWALK FROM CEDAR ST TO ASH ST TO BE BACK OF CURB.

SIDEWALK FROM ASH ST TO OAK TO HAVE 3' BUFFER FROM EDGE OF ASPHALT ROAD TO EDGE OF SIDEWALK.

1" = 88.9'

WORK SCOPE

BID ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Mobilization	$ 26,025.64	**$ 26,025.64**
2	1	LS	General Site Preparation	$ 15,000.00	**$ 15,000.00**
3	300	SY	Remove Concrete Pavement (Including Curb)	$ 12.52	**$ 3,756.00**
4	600	SY	Reinforced Concrete Sidewalk (5 Inch)	$ 78.22	**$ 46,932.00**
5	300	SY	Reinforced Concrete Pavement (6 Inch) (Driveway)	$ 95.57	**$ 28,671.00**
6	22	EA	Barrier Free Ramp (Type 7)	$ 1,689.88	**$ 37,177.36**
7	1200	SY	Solid Sod (Including 4 Inch Topsoil)	$ 15.77	**$ 18,924.00**
8	1	LS	Landscaping Allowance	$ 3,027.00	**$ 3,027.00**
9	2	EA	Adjust Utility Appurtenances to Finish Grade	$ 1,833.50	**$ 3,667.00**
10	220	CY	Unclassified Excavation and Fill	$ 2.00	**$ 440.00**
11	1	LS	Pavement Markings and Signage	$ 9,055.00	**$ 9,055.00**
12	270	SY	Ditch regrade	$ 47.44	**$ 12,808.00**
13	160	LF	French Drain Installation	$ 22.74	**$ 3,639.00**

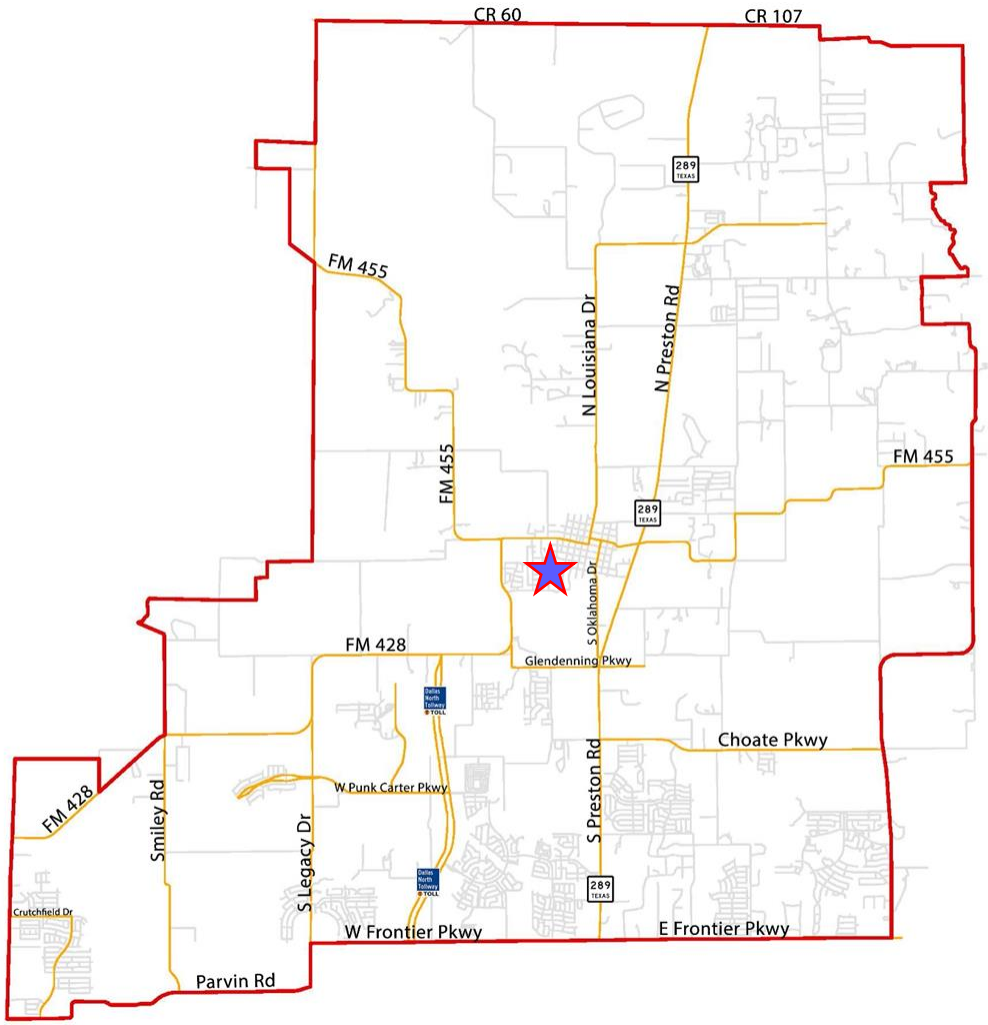
SUBTOTAL	$ 209,122.00
TAX RATE	0.00%
SALES TAX	$0.00
OTHER	
TOTAL	$209,122.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

This proposal is based on the received draft and quantities. No tree removal is expected in this proposal, if necessary, a change order will be issued.

QUESTIONS?

LOCATION MAP



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CCO #004

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

Project: D56 - Downtown Drainage&Street Improvements - S. Colorado & S. Arizona
Texas

Subcontract Change Order #004: CE #004 - Utah Sidewalk and Alley Re-grade

CONTRACT COMPANY:	**J&L Construction, LLC** 2220 San Jacinto Blvd, Suite 320 Denton, Texas 76205	**CONTRACT FOR:**	D56-Construction:D56-Construction
DATE CREATED:	7/01/2025	**CREATED BY:**	Richard Herrera **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	07/01/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$209,122.00

DESCRIPTION:
CE #004 - Utah Sidewalk and Alley Re-grade
Utah Sidewalk and Alley Re-grade.

ATTACHMENTS:
CO#4 - J&L Construction, LLC - S. Utah Sidewalk and Ditch Regrade_REV01.pdf, Utah SW - EXHIBIT.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-71-13-10.CR Mobilization	Mobilization	$26,025.64
2	2-41-13-10.CR General Site Preparation	General Site Preperation	$15,000.00
3	2-41-14-23.CR Remove Concrete Pavement (Including Curb)	Remove Concrete Pavement (Including Curb)	$3,756.00
4	32-16-23-01.CR Reinforced Concrete Sidewalk (5 Inch)	Reinforced Concrete Sidewalk (5inch)	$46,932.00
5	32-16-00-45-01.CR Reinforced Concrete Pavement (6 Inch)(Driveway)	Reinforced Concrete Pavement (6in) Driveway	$28,671.00
6	32-13-13-12.CR Reinforced Concrete Pavement (7 Inch) With Monolithic Curb	Reinforced Concrete Pavement (7inch) With Monolithic Curb	$37,177.36
7	32-91-19-12.CR Solid Sod (Including 4 Inch Topsoil)	Solid Sod (Including 4 inch Topsoil)	$18,924.00
8	32-91-19-11.CR Landscaping Allowance	Landscaping Allowance	$3,027.00
9	31-23-16-11.CR Unclassified Excavation & fill	Unclassified Excavation & Fill	$440.00
10	32-17-23-01.CR Pavement Markings and Signage	Pavement Markings and Signage	$9,055.00
11	31-23-16-15.C Ditch Regrade	Ditch Regrade	$12,808.00
12	33-05-14-16.C Adjust Miscellaneous Cover.Construction	Adjust Miscellaneous Utility Cover to Finish Grade	$3,667.00

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CCO #004

#	Budget Code	Description	Amount
13	33-41-00-00-02.C French Drain Installation	French Drain Installation	$3,639.00
		Grand Total:	**$209,122.00**

The original (Contract Sum)	$ 3,122,350.40
Net change by previously authorized Change Orders	$ 69,355.88
The contract sum prior to this Change Order was	$ 3,191,706.28
The contract sum will be increased by this Change Order in the amount of	$ 209,122.00
The new contract sum including this Change Order will be	$ 3,400,828.28
The contract time will not be changed by this Change Order.	

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

SIGNATURE **DATE**

J&L Construction, LLC
2220 San Jacinto Blvd, Suite 320
Denton, Texas 76205

Signed by:
Gabriel Gageti
F42CD42C655F43C...
7/1/2025

SIGNATURE **DATE**

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for Asset Management Services from BGE Inc. in an amount not to exceed $189,000.00. (Brawner)

Background Information:
Growth in Celina has led to many newly constructed infrastructure elements, which are a long-term investment for our community. The 2024-2026 City Council Strategic Plan identified several goals that relate to the preservation and maintenance of city assets. To ensure the proper maintenance of new roadways and the timely repair of older roadways, the staff proposes to develop a GIS-based asset management program. An effective asset management program is a structured and systematic approach that will allow staff to plan for ongoing maintenance and replacements. The program will help staff optimize costs, manage risk, and provide for informed, data-driven decision-making.

This work authorization will allow BGE to develop a long-term pavement maintenance plan, a short-term streets and sidewalk rehabilitation plan, and a proactive pothole program utilizing the existing geographical information system and pavement condition index as the base. BGE will also provide on-call support for maintenance of the City's asset management system. These plans will help staff track the maintenance and upkeep of streets and sidewalks in Celina while striving for speedy repair of failing roadways, which will increase the quality and public satisfaction of roadways and sidewalks in Celina.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:

1. Staff Presentation
2. Celina Asset Management WA -partially signed
3. Asset Management Exhibit A Scope of Services
4. Asset Management Exhibit B Compensation
5. Asset Management Exhibit C Schedule
6. Asset Management Exhibit D Deliverables

Financial Consideration:

Funding is available through the Engineering Department General Funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:

Staff recommends awarding the contract as presented.

ASSET MANAGEMENT PROGRAM

WORK AUTHORIZATION

July 8, 2025

Kimbelry Brawner, P.E
Assistant City Manager



INTRODUCTION

- This item is to consider and act to approve a work authorization for development of a GIS-based asset management program .
- The plan will
  - Generate a long-term pavement maintenance plan
  - Establish a short-term streets and sidewalk rehabilitation plan
  - Develop a proactive pothole program utilizing the existing geographical information system and pavement condition index as the base
  - Provide on-call support for maintenance of the City's asset management system.

WORK SCOPE

The proposed scope of work will include:

- Task 1 - Develop 30-year strategic plan pavement maintenance strategic plan
  - Develop KPI’s to correlate strategic plan
  - Develop growth model
  - Develop annual cost estimate to meet strategic plan
- Task 2 - Develop 5-year streets & sidewalk plan
- Task 3 - Develop user friendly pothole field application for both the public and city staff
- Task 4 - Provide on-call services for administration and technical support

QUESTONS?

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 BGE	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **BGE, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Street Strategic Plan and Asset Management Services		
Engineer Project #		**Task Order Date:**	
Engineer:	BGE, Inc.		
Purchase Order#:		**Project #:**	
Engineer Representative	Dan Prendergast, P.E.	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	
Signature	Signature
	Dan Prendergast, Director
Printed Name & Title	Printed Name & Title
	05/22/2025
Date	Date

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY BGE Inc.
PROJECT CIP #####

PROJECT DESCRIPTION

The CITY proposes to develop a long-term (30-year) streets strategic plan which will provide goals and KPIs that drive annual street replacement, rehabilitation, and preventative maintenance budgets both now and in the future as the roadway system is expanded**.** The development of the plan will also include updates to the City's Cityworks asset management system to ensure efficiency, accuracy, and effective reporting/tracking on various street related initiatives.

After development of the long-term streets strategic plan, BGE will review the existing short-term (5-year) CIP with the goals and funding needs identified in the long-term streets strategic plan. In addition, BGE will develop a sidewalk infrastructure program with associated improvements in Cityworks and a short-term preventative maintenance plan in conjunction with the 5-year street rehabilitation CIP.

As part of the comprehensive Streets Program, BGE will also develop a pothole inspection mobile application that integrates with Cityworks to be used in development of a proactive pothole program.

This scope of services also includes hourly "on-call" assistance for asset management needs over 12 months.

TASK DESCRIPTIONS – SCOPE OF SERVICES

Basic Services

A. Task 1 - Development of Long-Term (30 Year) Pavement Maintenance Strategic Plan

- **Introduction to GIS/Cityworks and Data Gathering**
  - BGE staff will perform at least one 8-hour site visit or two 4-hour site visits to review Esri and Cityworks system configurations.
  - City to provide BGE with 2-3 Cityworks user credentials. Of those accounts, one must be an Administrator license and the other must have Editing permissions at minimum.
  - City to provide BGE with 1 Esri Enterprise Portal or ArcGIS Online user credential with the following minimum requirements:

	User Type	Member Role
Minimum	Creator	Publisher
Preferred	Professional	Facilitator

  - BGE will have the ability to create reports and dashboards and view all GIS/Work Order data in Cityworks relevant to this scope, as such BGE will have the ability to make changes in the system regarding system configurations, data fields,

reporting, and dashboarding. BGE will develop change management best practices with City staff and give proper notification prior to deployment.

- City to provide the following additional data to BGE if available.
    - Historical Growth Data and Trends including:
        - Historical population growth (last 10 years)
        - Projected population growth (last 10 years)
        - Historical lane miles added to the system per year categorized by street classification (last 5 years)
        - Projected lane miles added to the system per year categorized by street classification
        - Expected total lane miles in system at full build out categorized by street classification
    - Traffic Volume Data
    - Water Masterplan
    - Wastewater Masterplan
    - Future ADA Transition Plan
    - Other long-term infrastructure or development plans

- **Long-Term Strategic Plan Development**
    - BGE will develop Goals and KPIs for the Long-Term Pavement Maintenance Strategic Plan and attend 2 City coordination meetings.
    - BGE will evaluate the current Cityworks system with the needs of the Long-Term Pavement Maintenance Strategic Plan with a Gap-Assessment Report analyzing additional system needs/configuration like asset attributes, inspection models, multiple data sources, reporting tools, future workflows, roles, and process dependencies, and initial change management considerations to prepare for versioning and deployment. BGE will attend 1 coordination meeting.
    - BGE will review the City's existing pavement condition index (PCI) scores and IRI data for all lane miles within the City's roadway network.
    - BGE will develop a growth model to include estimated street lane miles added to the system per year with future maintenance included in the Long-Term Pavement Maintenance Strategic Plan.
    - BGE will assign maintenance treatments to linear footage of existing and future lane miles to develop an annual street maintenance planning budget to include:

- Prioritization of existing streets in poor condition to avoid full street replacements.
- Estimate of street network lane miles added per year to include with future preventative maintenance.
- Integration within Cityworks and, where applicable, City of Celina ArcGIS Online and/or Esri Enterprise Portal.

- BGE will develop a process to adjust roadway PCIs in Cityworks based on rehabilitation/replacement work performed to provide annual PCI updates to the Long-Term Pavement Maintenance Strategic Plan.
- BGE will develop targeted roadway maintenance programs in areas of interest such as downtown or rural areas.
- BGE will develop an annual sidewalk maintenance program through goals and KPIs for sidewalk requests and improve existing workflows, inspections, and reporting on sidewalk issues.
- BGE will develop implementation strategies such as 3rd party contract options for maintenance that current staffing levels cannot support.
- **Deliverable**: Long-Term (30 Year) Strategic Plan including pavement goals, KPIs, Annual Budget Document, Street Program, Sidewalk Program, and Implementation Strategies

B. Task 2 - Develop a Short-Term (5 Year) Streets and Sidewalk Rehabilitation Plan

- BGE will compare goals and KPIs developed in Phase I with the existing 5 year Street CIP and sidewalk program with recommended changes, if necessary.
- BGE will develop a Short-Term (5 year) minor preventative maintenance budget for streets and sidewalks including a project list for items such as joint/crack sealing, FDR, and surface treatments such as chip seals.
- BGE will select the short-term (5 year) projects based on:
  - Condition
  - Existing utility conditions
  - Planned projects/developments
  - Other constraints identified by the City
- BGE will integrate the project list within the City's GIS and Cityworks to generate work orders
- BGE will develop up to 4 reports for KPI tracking

- BGE will provide GIS-based mapping for visualization
- **Deliverable:**
    - Short-Term (5 Year) Street CIP Report based on goals developed in Phase 2 in GIS feature classes or servers and/or paginated PDF format
    - Short-Term (5 Year) Preventative Maintenance Plan
    - Short-Term (5 Year) Sidewalk Plan
- **Exclusions**
    - **Pavement Markings and Signage**
    - **Physical inspections/assessments**

C. <u>Task 3 - Proactive Pothole Program - Collection & Cityworks Implementation</u>

- BGE to develop a user-friendly pothole field application using Esri or Cityworks. The pothole field application will log spatial location data of each pothole using the City's GIS. Potholes will be categorized by severity (major or minor).
- BGE to develop both proactive and reactive (response) pothole program metrics such as response time, trends, and repair effectiveness.
- BGE to review pothole repair methods and track effectiveness through reporting tools.
- BGE to advise on form and field design to optimize operational workflows and best integrate the data within the City's GIS and/or Cityworks environment.
- BGE to train on best practices for field data collection related to pothole damage severity (e.g., major or minor), location accuracy, and data syncing. Training will occur once in person during one (1) four-hour site visit.
- BGE to conduct a QA/QC review of the City-built tool prior to launch and provide feedback to improve usability and performance.
- BGE to support the City in designing and configuring a basic dashboard to visualize pothole locations, severity levels, and summary statistics using available data.
- BGE to include up to two (2) rounds of revisions based on City feedback prior to final deployment.
- BGE to enable the City to retain ownership of the tool while benefitting from expert oversight, reducing risk, and ensuring the tool is sustainable and functional long-term.
- BGE to conduct internal field testing and validation to ensure the tool functions reliably in real-world mobile environments prior to integrating and deploying.
- BGE to integrate the tool with the City's existing GIS and/or Cityworks to ensure compatibility and immediate usability.
- BGE to fully migrate and transfer all configuration files, data structure, and ownership of the tool to the City upon completion, allowing for future internal use, modification, and expansion.

- **Deliverable**: Pothole Application that utilizes manual entry from a passenger to distinguish major and minor potholes in the existing roadway network and integrates data into Cityworks for work order development, tracking, and reporting.

Special Services

Task 4 - Ongoing On Call Services for Administration and Technical Support

Offer hourly services for minor updates to the existing Cityworks asset management system

- Support activities include:
    - Consulting with GIS, Public Works, and Engineering staff on customizing Cityworks Respond queries, dashboard support, training, and other consulting as needed
    - Assisting with field configuration and user permissions
    - Supporting staff questions, issue resolution, and minor workflow changes
- Maintaining documentation for system configuration updates
- **Deliverables**:
    - Monthly Support Activity Log
    - Documentation of Technical Changes
    - Responsive Support via Email or Virtual Meeting

Exclusions

The proposed services within this Proposal do not include the following:

- Field inspections/assessments
- Support, procurement, configuration, or maintenance of physical hardware (e.g., workstations, tablets, GPS units, or servers) is not provided under this agreement.
- Any support or troubleshooting for on-premises infrastructure, including local area networks (LAN), internet connectivity, or third-party systems, is excluded.
- Management, configuration, optimization, or maintenance of client-hosted databases or servers is not included. This includes:
    a. SQL Server or other database platforms not hosted by the Cityworks provider
    b. File servers or enterprise geodatabases maintained by the City or a third party
    c. Backup and disaster recovery for systems outside the hosted Cityworks SaaS or Esri environment
- While the Cityworks and/or Esri platforms may include configurable tools, the development of custom applications, scripts, or integrations is not included unless explicitly agreed upon in a separate statement of work (SOW).
- Licenses or subscriptions for third-party software, data, or services not bundled within the GIS SaaS platform (e.g., Cityworks or the Esri ArcGIS Online or Esri Enterprise Portal suite) are not covered by this agreement.
- Ongoing or large-scale data migration services beyond the initial implementation are not included unless outlined in the implementation scope.

- While standard documentation or training resources may be provided, supplemental personalized training sessions, workshops, or training content tailored to the City's data are not included unless otherwise agreed upon.
- BGE is not responsible for ensuring compliance with local, state, or federal regulations related to the client's specific GIS data use or retention policies.

EXHIBIT "B"

ENGINEERING FEE SUMMARY

Streets Strategic Plan and Asset Management Services – PROJECT NO.

Basic Services (lump sum)		
Task No.	Task Description	Fee
1	Phase 1 - Development of Long-Term Pavement Maintenance Plan	$63,000
2	Phase 2 - Development of Short-Term Streets and Sidewalk Rehabilitation Plan	$60,000
3	Development of Pothole Application and Proactive Program	$16,000
	Subtotal	**$139,000**
Special Services (time and materials)		
4	On Call Asset Management Support	$50,000
	Subtotal	**$50,000**
	Total	**$189,000**

EXHIBIT "C"

Streets Strategic Plan and Asset Management Services – PROJECT NO.

SCHEDULE OF WORK

No.	Task Name	Start	End
1	Phase 1 - Long-Term Street Plan	7/7/2025	10/15/2025
2	Phase 2 - 5-Year Street Maintenance Plan	10/15/2025	12/15/2025
3	Proactive Pothole App	10/15/2025	12/15/2025
4	On Call Services	7/7/2025	7/7/2026

EXHIBIT "D"

Streets Strategic Plan and Asset Management Services – PROJECT NO.

Item	Deliverable	Quantity	Description
Long-Term Streets Strategic Plan	PDF	1	8 ½" x 11"
Cityworks Updates	GIS/Cityworks Config	1	Miscellaneous updates to system to support strategic plans
Short-Term (5 Year) Street CIP Report	PDF	1	8 ½" x 11"
Short-Term (5 Year) Street Preventative Maintenance Plan	PDF	1	8 ½" x 11"
Short-Term (5 Year) Sidewalk Plan	PDF	1	8 ½" x 11"
Pothole Application	ESRI/Cityworks App	n/a	Mobile application integrated with City works and program workflow/metrics/KPIs

Life Connected.

IT
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Amy Alexander, Director of Information Technology
CC: Karla Stovall, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to authorize the City Manager to execute a Dark Fiber Swap Agreement with Astound Business Solutions, LLC. (Alexander)

Background Information:
The City is currently in a multi-year, multiphase project to build a citywide fiber optic network. This network will connect numerous city facilities and public works sites. The City has identified an opportunity to swap dark fiber with Astound Business Solutions. This fiber swap will enable the City to accelerate delivery of services to critical locations, while saving on construction costs. The agreement allows Astound to utilize City fiber, in exchange for the City using Astound fiber.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Agreement

Financial Consideration:

Staff Recommendation:
Staff recommends authorizing the agreement with Astound Business Solutions.

DARK FIBER SWAP AGREEMENT

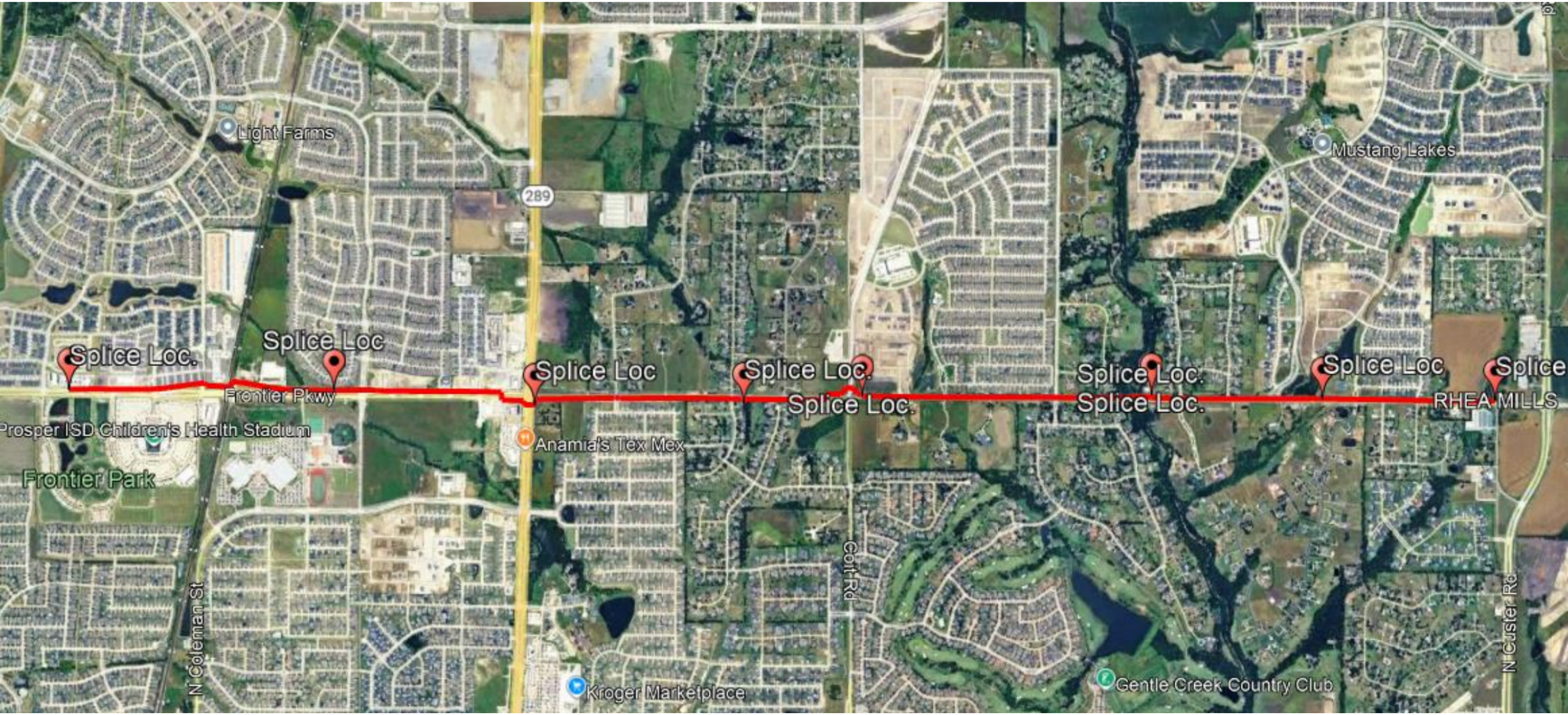
Amy Alexander
Director of Information Technology
July 8, 2025

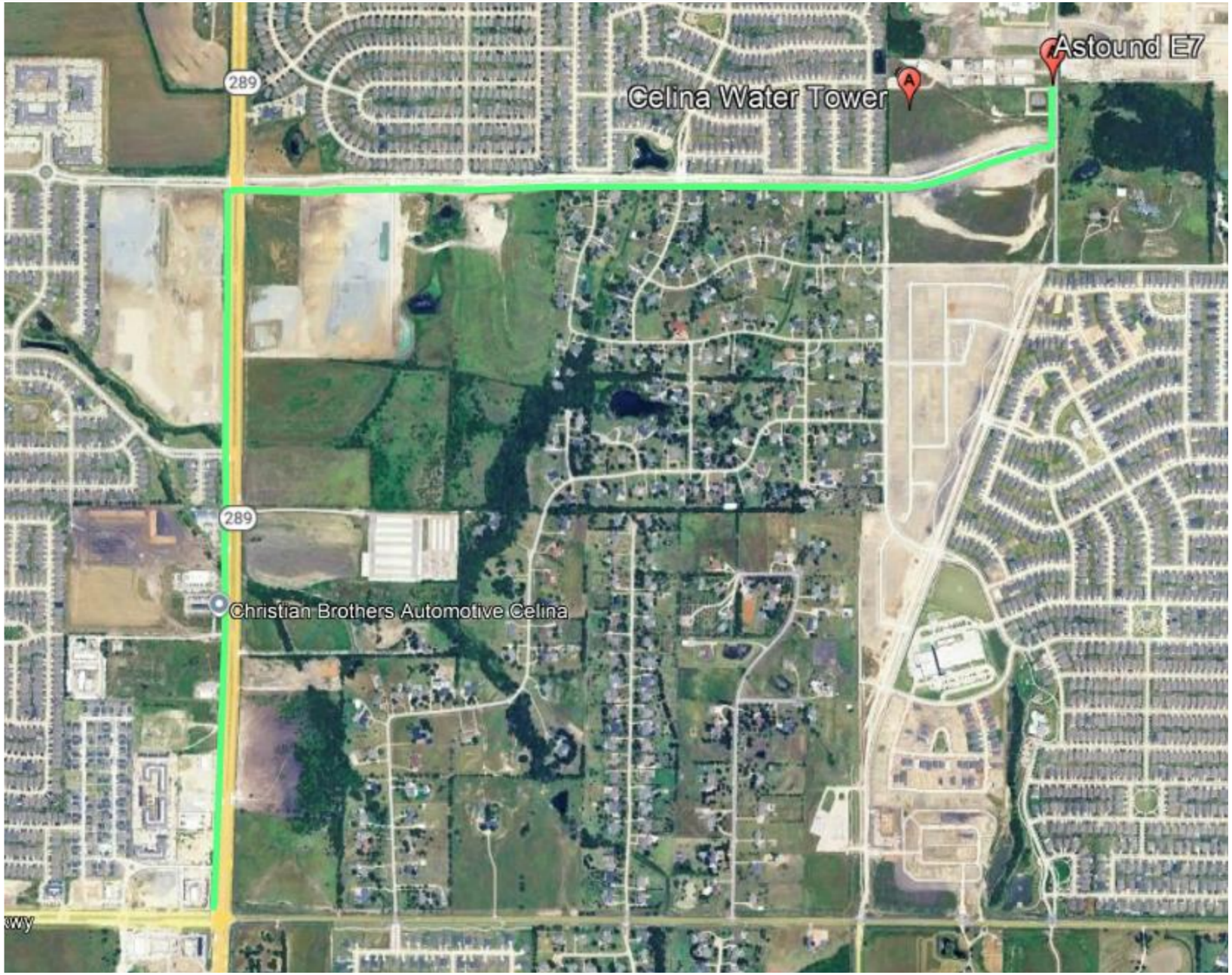


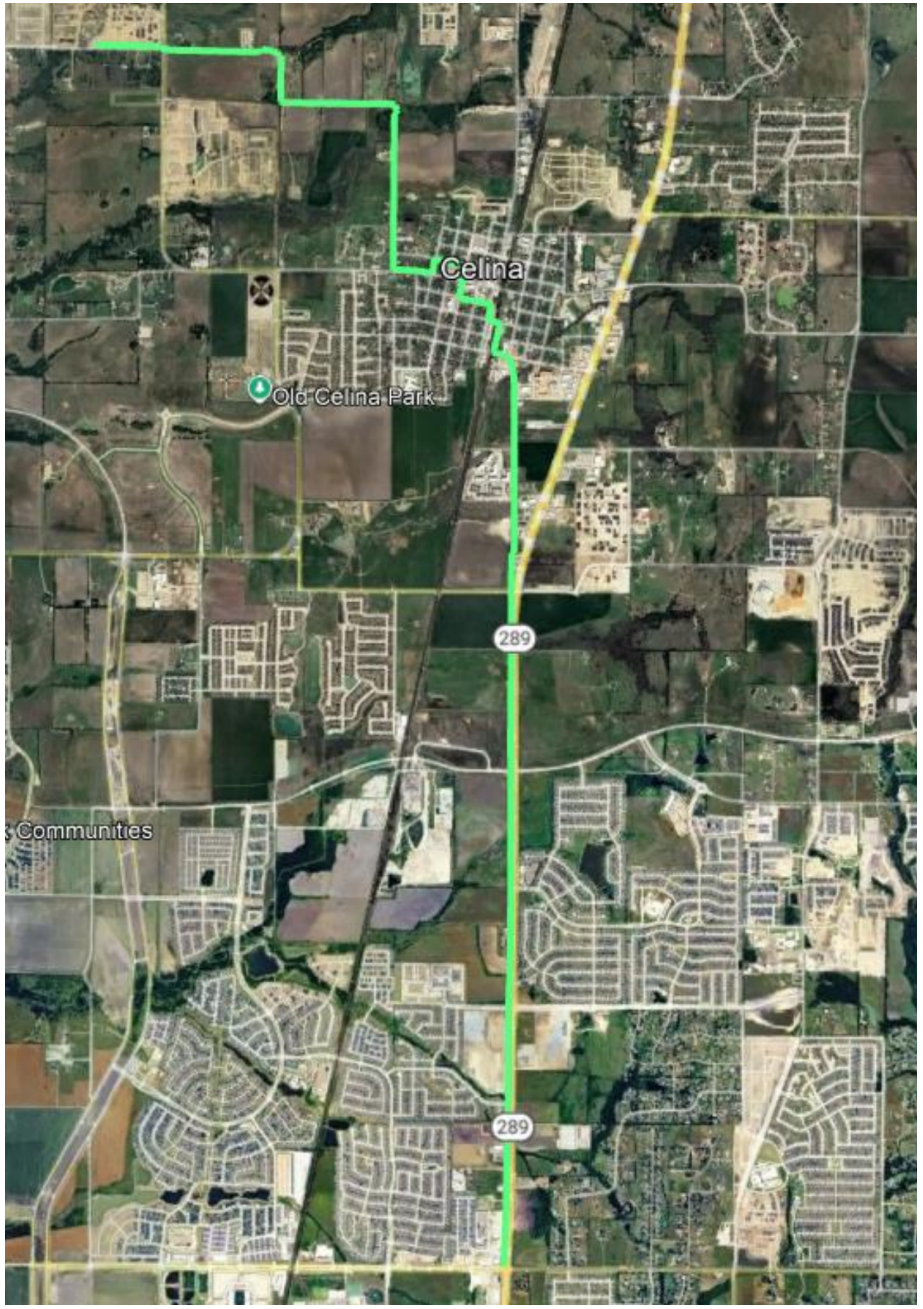
DARK FIBER SWAP AGREEMENT

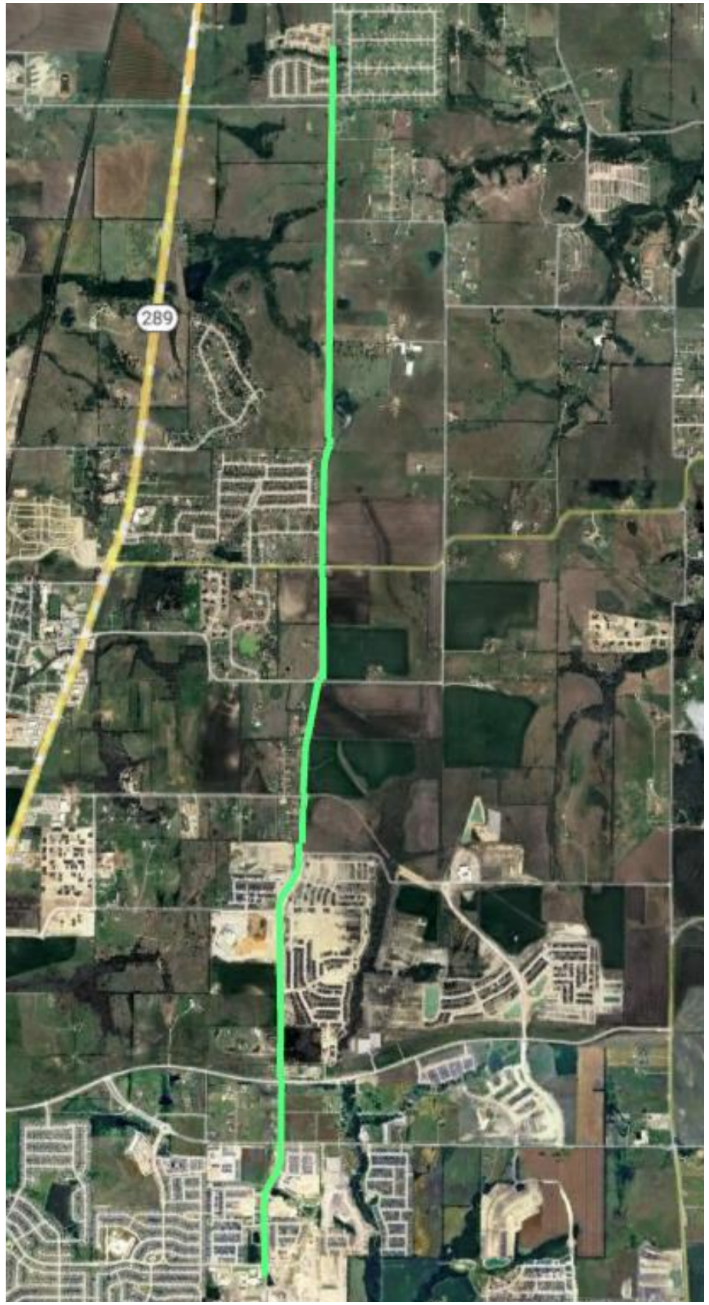
The City has identified an opportunity to swap dark fiber with Astound Business Solutions. This fiber swap will enable the City to accelerate delivery of services to critical locations, while saving on construction costs. The agreement allows Astound to utilize City fiber, in exchange for the City using Astound fiber.




Light Farms
289
Mustang Lakes
Splice Loc.
Splice Loc
Splice Loc
Splice Loc.
Splice Loc.
Splice Loc
Splice
Frontier Pkwy
Splice Loc.
Splice Loc.
RHEA MILLS
Prosper ISD Children's Health Stadium
Anamia's Tex Mex
Frontier Park
N Coleman St
Golf Rd
Kroger Marketplace
Gentle Creek Country Club
N Custer Rd


Astound E7
Celina Water Tower
289
289
Christian Brothers Automotive Celina


Celina
Old Celina Park
289
Communities
289


289

QUESTIONS?

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DARK FIBER SWAP AGREEMENT

This DARK FIBER SWAP AGREEMENT (the "**Agreement**") is entered into as of the date of last signature below (the "**Effective Date**"), by and between the CITY OF CELINA a Texas municipal corporation (the "**City**"), and ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "**Astound**"). Each of the City and Astound may be referred to in this Agreement as a "**Party**," and collectively as the "**Parties**." With respect to either Party, the term "**Affiliate**" shall mean any person who directly or indirectly controls, is controlled by, or is under common control with that Party. Affiliates of Digital West Networks, Inc. include, but are not limited to (i) Grande Communications Networks LLC, (ii) En-Touch Systems, Inc., (iii) Astound Broadband, LLC, (iv) RCN Telecom Services, LLC, and (v) WaveDivision Holdings, LLC.

BACKGROUND

A. Astound owns, operates, or otherwise has rights in and to a fiber optic and HFC communications network (the "**Astound Network**"), which Astound uses to provide communications services to its customers.

B. The City owns and operates a fiber optic communications network (the "**City Network**") used by the City in its governmental operations.

C. Pertinent to this Agreement, Astound owns a fiber optic cable installed along Frontier Parkway between Bridgewater Boulevard and Old Custer Road (the "**Frontier Pkwy Cable**"), for a total route distance of approximately 23,915 feet, as shown on **Exhibit A** to this Agreement. The Frontier Pkwy Cable contains certain fiber strands that are not currently in use. The City would like to receive a license from Astound allowing the City to initially use twelve (12) of those fiber strands (the "**Initial Frontier Pkwy Fiber**").

D. Pertinent to this Agreement, the City owns fiber optic cable installed between (i) the intersection of Frontier Parkway and Preston Road (aka Hwy 289), and (ii) the City's water tower located off of S. Coit Road (the "**Water Tower Cable**"), for a total route distance of approximately 13,035 feet, as shown on **Exhibit B** to this Agreement. The Water Tower Cable contains certain fiber strands that are not currently in use. Astound would like to receive a license from the City allowing Astound to initially use twelve (12) of those fiber strands (the "**Initial Water Tower Fiber**").

E. Astound is willing to grant the City a license to use the Initial Frontier Pkwy Fiber in exchange for receiving from the City a license allowing Astound to use the Initial Water Tower Fiber.

F The City is willing to grant Astound a license to use the Initial Water Tower Fiber in exchange for receiving from Astound a license allowing the City to use the Initial Frontier Pkwy Fiber.

G. The exchange of the license to use the Initial Frontier Parkway Fiber for the license to use the Initial Water Tower Fiber shall be referred to in this Agreement as the "**Phase 1 Fiber Swap**."

H. The Texas Department of Transportation is in the process of widening Frontier Parkway. In connection with TxDOT's reconfiguration of Frontier Parkway, Astound will be required to relocate its network facilities installed along Frontier Parkway, including the Frontier Pkwy Cable. Such relocation shall be the sole responsibility of Astound. The Parties anticipate TxDOT will complete its reconfiguration of Frontier Parkway in 2027.

I. When Astound relocates its network facilities installed along Frontier Parkway, as required by TxDOT, Astound shall install additional fiber strands along the route. Upon completing installation of that additional fiber, the City would like to receive from Astound a license to use an additional thirty-six (36) strands of fiber along the Frontier Parkway route (the "**Additional Frontier Pkwy Fiber**"), for a total of forty-eight (48) fiber strands.

J. The City is in the process of expanding the City Network, including construction of the following two (2) fiber routes that are pertinent to this Agreement:

(i) Northwest Segment. A route beginning at the intersection of Frontier Parkway and Preston Road (aka Hwy 289), going north along Preston Road until the split off of S. Oklahoma Drive, then along S. Oklahoma Drive, then west and north through neighborhood streets to N. Florida Drive (aka Hwy

57), then north and west along N. Florida Drive (aka Hwy 57) to an end point on W J Fred Smith Parkway (aka Hwy 9) where it intersects Sienna Way (the "**Northwest Segment**"), for a total route distance of approximately 37,697 feet, as shown on **Exhibit C** to this Agreement.

(ii) Northeast Segment. A route beginning at a point on S. Coit Road between Roundrock Drive and Punk Carter Parkway, going north along S. Coit Road (aka Hwy 87), and continuing north as the road turns into Coit Parkway (aka Hwy 90), and continuing north as the road turns into W. Farm to Market 455, and continuing north as the road turns into County Road 97, stopping at a point on County Road 97 north of the intersection with Ranch House Road (the "**Northeast Segment**"), for a total route distance of approximately 29,001 feet, as shown on **Exhibit D** to this Agreement.

The City anticipates it will complete construction of both the Northwest Segment and the Northeast Segment at some point in 2026. In no way whatsoever, will the City be required to complete construction of the Northwest Segment and the Northeast Segment by the end of 2026; such date is only a projected completion date.

K. Once the City has completed construction of the Northwest Segment and the Northeast, Astound would like to receive a license from the City allowing Astound to use twelve (12) strands of fiber along each of those routes (the "**Northwest Segment Fiber**," and the "**Northeast Segment Fiber**," respectively).

L. Astound is willing to grant the City a license to use the Additional Frontier Pkwy Fiber in exchange for receiving from the City a license to use the Northwest Segment Fiber, the Northeast Segment Fiber, and also twelve (12) additional strands of fiber along the Water Tower Cable (the "**Additional Water Tower Fiber**").

M. The City is willing to grant Astound a license to use the Northwest Segment Fiber, the Northeast Segment Fiber and the Additional Water Tower Fiber in exchange for receiving from Astound a license allowing the City to use the Additional Frontier Pkwy Fiber.

N. The exchange of the license to use the Additional Frontier Parkway Fiber for the license to use the Northwest Segment Fiber, the Northeast Segment Fiber and the Additional Water Tower Fiber shall be referred to in this Agreement as the "**Phase 2 Fiber Swap**."

O. As used in this Agreement, the term "**Frontier Pkwy Fiber**" refers to the licensed fibers received by the City from Astound pursuant to either or both the Phase 1 Fiber Swap and/or the Phase 2 Fiber Swap, as appropriate to the context.

P. As used in this Agreement, the term "**City-to-Astound Fiber**" refers to the licensed fibers received by Astound from the City pursuant to either or both the Phase 1 Fiber Swap and/or the Phase 2 Fiber Swap, as appropriate to the context.

Q. The City and Astound now desire to enter into this Agreement to accomplish the foregoing, all as more fully described and in accordance with the terms and conditions set forth below.

AGREEMENT

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: THE FRONTIER PKWY FIBER

1.1 Description of Initial Frontier Pkwy Fiber. The Initial Frontier Pkwy Fiber consists of the following segments of dark fiber (each, a "**Segment**," and, together, the "**Segments**"):

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Approx. Route Distance
Frontier Pkwy Segment 1	Existing Splice Case on Frontier Pkwy East of Bridgewater Boulevard	New City Pump Station (to be constructed between Wells Road & Pebble Creek Dr.)	twelve (12) strands single mode dark	18,295 ft

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	Lat: 33°15'46.32"N Long: 96°48'31.38"W	Approx. Lat: 33°15'45.04"N Approx. Long: 96°45'4.62"W	fiber	
Frontier Pkwy Segment 2	New City Pump Station (to be constructed between Wells Road & Pebble Creek Dr.) Approx. Lat: 33°15'45.04"N Approx. Long: 96°45'4.62"W	Splice Case on Frontier Pkwy at Old Custer Road Lat: 33°15'44.48"N Long: 96°43'59.12"W	twelve (12) strands single mode dark fiber	5,620 ft

A map depicting the approximate location of Frontier Pkwy Segment 1 is attached to this Agreement as **Exhibit E**. A map depicting the approximate location of Frontier Pkwy Segment 2 is attached to this Agreement as **Exhibit F**.

1.2 Installation of New Access Points. As of the Effective Date of this Agreement, the Frontier Pkwy Cable does not have an access point at or near the New City Pump Station location. In connection with this Agreement, Astound will establish an access point at the New City Pump Station location. It is possible Astound will need to install one or more meet-me-vaults, additional cable, conduit, or other similar Equipment in order to make the Frontier Pkwy Fiber available to the City. The Parties shall work cooperatively to agree upon the design and location of same. The City shall reimburse Astound for Astound's actual, reasonable and necessary documented costs incurred in performing such work, on a time and materials basis, plus a 15% administrative fee.

1.3 Description of Additional Frontier Pkwy Fiber. The Additional Frontier Pkwy Fiber consists of the following Segments of dark fiber:

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Approx. Route Distance
Frontier Pkwy Segment 1	Existing Splice Case on Frontier Pkwy East of Bridgewater Boulevard Lat: 33°15'46.32"N Long: 96°48'31.38"W	New City Pump Station (to be constructed between Wells Road & Pebble Creek Dr.) Approx. Lat: 33°15'45.04"N Approx. Long: 96°45'4.62"W	thirty-six (36) strands single mode dark fiber	18,295 ft
Frontier Pkwy Segment 2	New City Pump Station (to be constructed between Wells Road & Pebble Creek Dr.) Approx. Lat: 33°15'45.04"N Approx. Long: 96°45'4.62"W	Splice Case on Frontier Pkwy at Old Custer Road Lat: 33°15'44.48"N Long: 96°43'59.12"W	thirty-six (36) strands single mode dark fiber	5,620 ft

A map depicting the approximate location of Frontier Pkwy Segment 1 is attached to this Agreement as **Exhibit E**. A map depicting the approximate location of Frontier Pkwy Segment 2 is attached to this Agreement as **Exhibit F**.

1.4 City's Right to Interconnect. As of the Effective Date of this Agreement, in addition to the Location A End Points and the Location Z End Points specified in Section 1.1 above, Astound has already established the following, existing splice points along Frontier Pkwy Segment 1 and Frontier Pkwy Segment 2 (the "Additional Splice Points"):

Frontier Pkwy Segment 1 Additional Splice Points	Frontier Pkwy Segment 2 Additional Splice Points
Lat: 33°15'46.15"N Long: 96°47'40.79"W	Lat: 33°15'44.85"N Long: 96°44'32.01"W
Lat: 33°15'43.87"N	N/A

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Long: 33°15'43.87"N	
Lat: 33°15'44.05"N Long: 96°46'22.51"W	N/A
Lat: 33°15'45.22"N Long: 96°45'59.90"W	N/A

The City shall have the right, at any time during the Term of this Agreement, to establish a meet-me-vault at any one or more of the Additional Splice Points at which the City may interconnect any new lateral fiber segments the City constructs with the Frontier Pkwy Fiber then available to it. Astound shall perform all splicing of the Frontier Pkwy Fiber itself. The City shall reimburse Astound for Astound's actual, reasonable and necessary documented costs incurred in connection with establishing any such interconnection, on a time and materials basis, plus a 15% administrative mark-up. Reimbursement costs shall be paid by the City within thirty (30) days of receiving an invoice documenting the cost.

1.5 Use of Contractors/Liability. The City expressly understands and agrees that Astound may use contractors to perform some or all of the work described in Articles 1 through 7 of this Agreement. Astound expressly understands and agrees that the work Astound performs under Articles 1 through 7 of this Agreement shall be subject to the ordinances of the City, including but not limited to the right-of-way management ordinance. Astound shall be fully liable for the costs and damages incurred by the City as a result of the actions of Astound and/or its contractors.

ARTICLE 2: THE WATER TOWER FIBER

2.1 Description of Initial Water Tower Fiber. The Initial Water Tower Fiber consists of the following segments of dark fiber (each, a "**Segment**," and, together, the "**Segments**"):

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Approx. Route Distance
Water Tower Segment	Existing Splice Case at Intersection of Frontier Pkwy & Preston Road Lat: 33°15'46.45"N Long: 96°47'4.35"W	City Water Tower Lat: 33°16'51.64"N Long: 96°45'44.31"W	twelve (12) strands single mode dark fiber	13,035 ft

A map depicting the approximate location of the Water Tower Segment is attached to this Agreement as **Exhibit B**.

2.2 Installation of Astound Cabinet. In order to use the Water Tower Fiber, Astound will need to install an above ground communications cabinet at the Location Z End Point for the Water Tower Fiber Segment. The Parties shall agree on a mutually acceptable location for such cabinet. Astound shall bear all costs of installing same. Astound shall be responsible for obtaining all applicable permits associated with same.

2.3 Description of Additional Water Tower Fiber. The Additional Water Tower Fiber consists of the following Segments of dark fiber:

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Approx. Route Distance
Water Tower Segment	Existing Splice Case at Intersection of Frontier Pkwy & Preston Road Lat: 33°15'46.45"N Long: 96°47'4.35"W	City Water Tower Lat: 33°16'51.64"N Long: 96°45'44.31"W	twelve (12) strands single mode dark fiber	13,035 ft

Docusign Envelope ID: 515EC248-F091-486C-88AC-A4F0F2EA142C

A map depicting the approximate location of the Water Tower Segment is attached to this Agreement as **Exhibit B**.

ARTICLE 3: THE NORTHWEST SEGMENT FIBER

3.1 Description of Northwest Segment Fiber. The Northwest Segment Fiber consists of the following segments of dark fiber (each, a "**Segment**," and, together, the "**Segments**"):

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Approx. Route Distance
Northwest Segment	Splice Case at Intersection of Frontier Pkwy & Preston Road Lat: 33°15'46.45"N Long: 96°47'4.35"W	Splice Case on W J Fred Smith Pkwy at Sienna Way Lat: 33°20'19.94"N Long: 96°48'53.99"W	twelve (12) strands single mode dark fiber	37,697 ft

A map depicting the approximate location of the Northeast Segment is attached to this Agreement as **Exhibit C**.

3.2 Installation of New Access Point. Astound will need to establish a meet-me-vault at the Location Z End Point of the Northwest Segment. The Parties shall work cooperatively to agree upon the design and location of same.

3.3 Astound's Right to Establish Break-Out Vaults. Astound shall have the right, at any time during the Term of this Agreement, and at Astound's sole cost and expense, to establish one or more break-out vaults along the route of the Northwest Segment at which Astound may interconnect any one or more of the Northwest Segment Fibers with other fiber routes established by Astound. The Parties shall work cooperatively to agree upon the design and location of any such break-out-vaults.

ARTICLE 4: THE NORTHEAST SEGMENT FIBER

4.1 Description of Northeast Segment Fiber. The Northeast Segment Fiber consists of the following segments of dark fiber (each, a "**Segment**," and, together, the "**Segments**"):

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Approx. Route Distance
Northeast Segment	Splice Case on S. Coit Road between Roundrock Drive & Punk Carter Parkway Lat: 33°16'59.55"N Long: 96°45'44.11"W	Splice Case on County Road 97 at Ranch House Road Lat: 33°21'39.80"N Long: 96°45'25.65"W	twelve (12) strands single mode dark fiber	29,001 ft

A map depicting the approximate location of the Northeast Segment is attached to this Agreement as **Exhibit D**.

4.2 Installation of New Access Point. Astound will need to establish a meet-me-vault at the Location Z End Point of the Northeast Segment. The Parties shall work cooperatively to agree upon the design and location of same.

4.3 Astound's Right to Establish Break-Out Vaults. Astound shall have the right, at any time during the Term of this Agreement, and at Astound's sole cost and expense, to establish one or more break-out vaults along the route of the Northeast Segment at which Astound may interconnect any one or more of the Northeast Segment Fibers with other fiber routes established by Astound. The Parties shall work cooperatively to agree upon the design and location of any such break-out-vaults.

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ARTICLE 5: EQUIPMENT

5.1 Definition of Equipment. For purposes of this Agreement, the term "**Equipment**" means network infrastructure and components including, but not limited to, gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub, communications lines, cables and related facilities and software.

5.2 Astound Equipment. Any Equipment that is owned by or otherwise comprises a part of the Astound Network, including any Equipment supplied by Astound in connection with using the City-to-Astound Fibers, shall be referred to as the "**Astound Equipment**." Throughout the Term, the Astound Equipment shall remain the property of Astound and Astound shall be responsible for all maintenance and repair of the Astound Equipment. Neither City nor any third party acting under City's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the Astound Equipment.

5.3 City Equipment. Any Equipment that is owned by or otherwise comprises a part of the City Network, including any Equipment supplied by the City in connection with using the Frontier Pkwy Fibers, shall be referred to as the "**City Equipment**." Throughout the Term, the City Equipment shall remain the property of the City and the City shall be responsible for all maintenance and repair of the City Equipment. Neither Astound nor any third party acting under Astound's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the City Equipment.

ARTICLE 6: LICENSE TO USE FRONTIER PKWY FIBER

6.1 Grant of License to Use Initial Frontier Pkwy Fiber. Beginning on the Phase 1 Fiber Swap Commencement Date and continuing through the expiration or earlier termination of the Term, Astound grants to the City an exclusive license to use the Initial Frontier Pkwy Fibers (the "**Initial Frontier Pkwy Fiber License**") by accessing same at the Location A and Location Z end points of Frontier Pkwy Segment 1 and Frontier Pkwy Segment 2 (the "**Frontier Pkwy Fiber Access Points**"). Except as described in Section 1.3 above, the City is not permitted to access the Frontier Pkwy Fibers at any location other than the Frontier Pkwy Fiber Access Points.

6.2 Grand of License to Use Additional Frontier Pkwy Fiber. Beginning on the Phase 2 Fiber Swap Commencement Date and continuing through the expiration or earlier termination of the Term, Astound grants to the City an exclusive license to use the Additional Frontier Pkwy Fibers (the "**Additional Frontier Pkwy Fiber License**," and, together with the Initial Frontier Pkwy Fiber License, the "**Frontier Pkwy Fiber License**") by accessing same at the Frontier Pkwy Fiber Access Points. Except as described in Section 1.3 above, the City is not permitted to access the Frontier Pkwy Fibers at any location other than the Frontier Pkwy Fiber Access Points.

6.3 No Equipment Provided By Astound. Astound shall have no obligation to provide the City with any optronics, electronics, cabling or other Equipment in connection with the Dark Fiber License. Instead, the City shall be responsible for providing, installing, operating and maintaining any and all Equipment needed in order for the City to make use of the Frontier Pkwy Fibers.

6.4 Use of Frontier Pkwy Fibers. The City may use the Frontier Pkwy Fibers as a part of the City's internal communications network and for other governmental purposes. The Frontier Pkwy Fibers may not be used for any non-governmental purpose or use whatsoever. The City's use of the Frontier Pkwy Fibers shall at all times comply with applicable law. Should the City violate the provisions of this Section 6.4, Astound shall have the right to terminate this Agreement using the procedures in Article 11, except that the City shall not have longer than 30-days to cure.

6.5 Use By Third-Parties.

(a) Use By Other Governmental Entities Permitted. The City may, at its discretion, allow one or more other governmental entities that operate within the City of Celina, Collin County, Denton County, and/or other portions of the greater Dallas-Fort Worth metropolitan area to use any one or more of the Frontier Pkwy Fibers. Any such use by third-party governmental entities shall be subject to all of the terms and conditions of this Agreement, including the use restrictions set forth in Section 6.4 above. Should the City allow one or more other governmental entities to use the Frontier Pkwy Fiber, the City must serve as the point of contact for Astound with respect to any such third-party use of the Frontier Pkwy Fiber. The City understands and agrees that Astound will not be in privity of contract with any other third-party governmental user of the Frontier Pkwy Fiber, and thus, as between Astound and the City, all use of the Frontier Pkwy Fiber by any other third-party governmental user will be deemed to be use by the City.

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(b) No Use By Non-Governmental Entities. The City shall not grant the right to use any of the Frontier Pkwy Fibers to any non-governmental entity, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, shared use agreement, services swap, or any other form. Should the City violate the restrictions contained in this Section 6.5(b), Astound shall have the right to immediately terminate this Agreement using the procedures in Article 11, except that the City shall not have longer than 30-days to cure.

6.6 Availability, Maintenance and Repair.

(a) Availability. At all times during the Term, Astound shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Frontier Pkwy Fibers are available to Astound twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days a year. It is possible, however, that there will be interruptions in the availability of the Frontier Pkwy Fibers. The City understands and agrees that some or all of the Frontier Pkwy Fibers, may be unavailable from time to time either for scheduled or unscheduled maintenance, due to fiber cuts or other reasons beyond Astound's reasonable control. Temporary interruptions in the availability of the Frontier Pkwy Fibers for such reasons, as well as interruptions or outages caused by the City, its agents and employees, or by force majeure events, will not constitute failures by Astound to perform its obligations under this Agreement.

(b) Routine Maintenance. "**Routine Maintenance**" is routine and preventative maintenance and repairs Astound deems necessary to ensure proper functioning of the Astound Network. At all times during the Term, Astound shall perform Routine Maintenance with respect to the Frontier Pkwy Fiber, including all cable and locate activities as a part of the local "Call Before You Dig" program. Planned maintenance that will involve a disruption to the functioning of the Frontier Pkwy Fiber shall generally be performed during a regular maintenance window outside of normal working hours, anytime between 12:00 am to 5:00 am (local time). Astound shall provide the City with no less than ten (10) days' advance written notice (email is acceptable) of scheduled Routine Maintenance that negatively impacts the availability or performance of the Frontier Pkwy Fibers. Astound shall be solely responsible for the costs of Routine Maintenance of Frontier Pkwy Fibers.

(c) Unscheduled Maintenance. At all times during the Term, Astound shall be responsible for performing any necessary emergency or other unscheduled maintenance with respect to the Frontier Pkwy Fiber. Except for the costs of emergency maintenance necessitated due to the negligence or intentional misconduct of the City, for which the City shall be solely responsible, the costs of unscheduled maintenance involving the Frontier Pkwy Fiber (the "**Unscheduled Maintenance Costs**") shall be the sole responsibility of Astound. To facilitate timely restoration of service, Astound shall supply the City with an after-hours emergency contact number in case of an outage on the Frontier Pkwy Fibers. Damages to any of the Frontier Pkwy Fibers shall be repaired as soon as is reasonably possible.

6.7 Cooperative Use. Astound and the City agrees to promptly notify the other Party of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Frontier Pkwy Fiber that becomes known to such Party. The City acknowledges that the cables in which the Frontier Pkwy Fibers are located and the locations at which the Frontier Pkwy Fibers are accessed include other participants, including Astound and other authorized users. The City shall not use the Frontier Pkwy Fiber or any other Equipment associated with the Frontier Pkwy Fiber in a way that physically interferes in any way with or otherwise adversely affect the use of the other fiber strands located in the same cables as the Frontier Pkwy Fibers, any Astound Equipment, or any equipment belonging to any other authorized users of the facilities.

ARTICLE 7: LICENSE TO USE CITY-TO-ASTOUND FIBER

7.1 Grant of License to Use Water Tower Fiber.

(a) Initial Water Tower Fiber. Beginning on the Phase 1 Fiber Swap Commencement Date and continuing through the expiration or earlier termination of the Term, the City grants to Astound an exclusive license to use the Initial Water Tower Fibers (the "**Initial Water Tower Fiber License**") by accessing same at the Location A and Location Z end points of the Water Tower Segment (the "**Water Tower Fiber Access Points**"). Astound is not permitted to access the Initial Water Tower Fibers at any location other than the Water Tower Fiber Access Points.

(b) Additional Water Tower Fiber. Beginning on the Phase 2 Fiber Swap Commencement Date and continuing through the expiration or earlier termination of the Term, the City grants to Astound an exclusive license to use the Additional Water

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Tower Fibers (the "**Additional Water Tower Fiber License**," and, together with the Initial Water Tower Fiber License, the "**Water Tower Fiber License**") by accessing same at the Water Tower Fiber Access Points. Astound is not permitted to access the Additional Water Tower Fibers at any location other than the Water Tower Fiber Access Points.

(c) License to Install Cabinet. The Water Tower Fiber License shall include a license permitting Astound to install a communications cabinet at the Location Z End Poins of the Water Tower Fiber Segment, as described in Section 2.2 above.

7.2 Grant of License to Use Northwest Segment Fiber. Beginning on the Phase 2 Fiber Swap Commencement Date and continuing through the expiration or earlier termination of the Term, the City grants to Astound an exclusive license to use the Northwest Segment Fiber (the "**Northwest Segment Fiber License**") by accessing same at Location A and Location Z end points of the Northwest Segment as well as any other access points established pursuant to Section 3.3 above.

7.3 Grant of License to Use Northeast Segment Fiber. Beginning on the Phase 2 Fiber Swap Commencement Date and continuing through the expiration or earlier termination of the Term, the City grants to Astound an exclusive license to use the Northeast Segment Fiber (the "**Northeast Segment Fiber License**," and, together with the Initial Water Tower Fiber License, the Additional Water Tower Fiber License, and the Northwest Segment Fiber License, the "**City-to-Astound Fiber Licenses**") by accessing same at Location A and Location Z end points of the Northeast Segment as well as any other access points established pursuant to Section 4.3 above.

7.4 No Equipment Provided By City. The City shall have no obligation to provide Astound with any optronics, electronics, cabling or other Equipment in connection with any of the City-to-Astound Fiber Licenses. Instead, Astound shall be responsible for providing, installing, operating and maintaining any and all Equipment needed in order for Astound to make use of the City-to-Astound Fibers.

7.5 Use of City-to-Astound Fibers. Astound may use the City-to-Astound Fibers for any lawful purpose.

7.6 Availability, Maintenance and Repair.

(a) Availability. At all times during the Term, the City shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the City-to-Astound Fibers are available to Astound twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days a year. It is possible, however, that there will be interruptions in the availability of the City-to-Astound Fibers. Astound understands and agrees that some or all of the City-to-Astound Fibers, may be unavailable from time to time either for scheduled or unscheduled maintenance, due to fiber cuts or other reasons beyond the City's reasonable control. Temporary interruptions in the availability of the City-to-Astound Fibers for such reasons, as well as interruptions or outages caused by Astound, its agents and employees, or by force majeure events, will not constitute failures by the City to perform its obligations under this Agreement.

(b) Routine Maintenance. "**Routine Maintenance**" is routine, preventative maintenance and repairs which the City deems necessary to ensure proper functioning of the City Network. At all times during the Term, the City shall perform Routine Maintenance with respect to the City-to-Astound Fibers, including all cable and locate activities as a part of the local "Call Before You Dig" program. Planned maintenance that will involve a disruption to the functioning of the City-to-Astound Fiber shall generally be performed during a regular maintenance window outside of normal working hours, anytime between 12:00 am to 5:00 am (local time). The City shall provide Astound with no less than ten (10) days' advance written notice (email is acceptable) of scheduled Routine Maintenance that negatively impacts the availability or performance of the City-to-Astound Fibers. The City shall be solely responsible for Routine Maintenance costs of the City-to-Astound Fibers.

(c) Unscheduled Maintenance. At all times during the Term, the City shall be responsible for performing any necessary emergency or other unscheduled maintenance with respect to the City-to-Astound Fiber. Except for the costs of emergency maintenance necessitated due to the negligence or intentional misconduct of Astound, for which Astound shall be solely responsible, the costs of unscheduled maintenance involving the City-to-Astound Fiber (the "**Unscheduled Maintenance Costs**") shall be the sole responsibility of the City. In order to facilitate timely restoration of service, the City shall supply Astound with an after-hours emergency contact number in case of an outage on the City-to-Astound Fiber. Damages to any of the City-to-Astound Fiber shall be repaired as soon as is reasonably possible.

7.7 Cooperative Use. Each of the City and Astound agrees to promptly notify the other Party of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or

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impending damage to or loss of the City-to-Astound Fiber that becomes known to such Party. Astound acknowledges that the cables in which the City-to-Astound Fibers are located and the locations at which the City-to-Astound Fibers are accessed include other participants, including the City and other authorized users. Astound shall not use the City-to-Astound Fibers or any other Equipment associated with the City-to-Astound Fibers in a way that physically interferes in any way with or otherwise adversely affects the use of the other fiber strands located in the same cables as the City-to-Astound Fibers, any City Equipment or any equipment belonging to any other authorized users of the facilities.

ARTICLE 8: CONSIDERATION

8.1 No License Fees. The Parties agree that the value of the Frontier Pkwy Fiber License is substantially equal to the value of the City-to-Astound Fiber Licenses. Accordingly, no license fees are due from either Party to the other in connection with the granting of the Frontier Pkwy Fiber License or the City-to-Astound Fiber Licenses.

8.2 No Routine Maintenance Fees. Neither Party shall owe any fees or charges to the other Party in connection with Routine Maintenance.

8.3 Unscheduled Maintenance Costs. Unscheduled Maintenance Costs for the Frontier Pkwy Fibers shall be the responsibility of Astound as provided in Section 6.6(c). Unscheduled Maintenance Costs for the City-to-Astound Fibers shall be the responsibility of the City as provided in Section 7.6(c).

ARTICLE 9: TERM OF AGREEMENT

9.1 Initial Term; Phase 1 Fiber Swap Commencement Date. The initial term ("**Initial Term**") of this Agreement shall be for twenty (20) years, beginning on the latter to occur of the following (the "**Phase 1 Fiber Swap Commencement Date**"): (i) the date on which the City has accepted both Segments of the Initial Frontier Pkwy Fiber from Astound and confirmed the same are functioning properly; or (ii) the date on which Astound has accepted the Initial Water Tower Fiber from the City and confirmed the same are functioning properly. The Initial Term shall expire on the date that is one day prior to the twentieth (20^{th}) anniversary of the Commencement Date (the "**Initial Term Expiration Date**").

9.2 Phase 2 Fiber Swap Commencement Date. The Additional Frontier Pkwy Fiber License, the Additional Water Tower Fiber License, the Northwest Segment Fiber License and the Northeast Segment Fiber License shall all commence on the same date, which shall be the date on which the last of the following has occurred (the "**Phase 2 Fiber Swap Commencement Date**"): (i) the date on which Astound has delivered to the City, and the City has accepted from Astound, the Additional Frontier Pkwy Fiber; (ii) the date on which the City has delivered to Astound, and Astound has accepted from the City, the Additional Water Tower Fiber; (iii) the date on which the City has delivered to Astound, and Astound has accepted from the City, the Northwest Segment Fiber; and (iv) the date on which the City has delivered to Astound, and Astound has accepted from the City, the Northeast Segment Fiber. The occurrence of the Phase 2 Fiber Swap Commencement date shall have no effect on the Term of this Agreement. Instead, the Licenses constituting a part of the Phase 2 Fiber Swap shall take effect on the Phase 2 Fiber Swap Commencement Date and remain in effect for whatever portion of the Term is then remaining.

9.3 Renewal Terms. There shall be two (2) renewal options for this Agreement, each of which is for a renewal term of five (5) years (respectively, the "**First Renewal Term**," and the "**Second Renewal Term**"). Upon expiration of the Initial Term, unless either Party elects to forego the First Renewal Term by delivering written notice of termination to the other Party no later than one hundred eighty (180) days prior to the Initial Term Expiration Date, this Agreement shall automatically renew for the First Renewal Term. The First Renewal Term (if any) shall expire on the date that is one day prior to the twenty fifth (25^{th}) anniversary of the Commencement Date (the "**First Renewal Term Expiration Date**"). Upon expiration of the First Renewal Term (if any), unless either Party elects to forego the Second Renewal Term by delivering written notice of termination to the other Party no later than one hundred eighty (180) days prior to the First Renewal Term Expiration Date, this Agreement shall automatically renew for the Second Renewal Term. The Second Renewal Term (if any) shall expire on the date that is one day prior to the thirtieth (30^{th}) anniversary of the Commencement Date (the "**Second Renewal Term Expiration Date**").

9.4 Effect of Expiration. The total period of time this Agreement is in effect shall be referred to as the "**Term**" of this Agreement. Upon expiration or earlier termination of the Term, the Frontier Pkwy Fiber License and the City-to-Astound Fiber Licenses shall automatically terminate. Each Party shall have a period of ninety (90) days following the expiration or earlier termination of the Term in which such Party may remove all or any portion of its Equipment from the other Party's facilities.

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ARTICLE 10: RELOCATION AND SUBSTITUTION

10.1 Relocation of Frontier Pkwy Fiber. At any time during the Term, Astound may relocate all or any portion of the Frontier Pkwy Fiber under any of the following circumstances: (i) Astound is required to relocate by a third party with legal authority to so require; (ii) Astound elects to relocate the Frontier Pkwy Fiber at Astound's discretion; or (iii) the City agrees to the relocation. Should any of the foregoing occur, in the performance of the relocation Astound shall use commercially reasonable efforts to minimize any disruptions in the City's operations involving the Frontier Pkwy Fiber. In the event of a relocation pursuant to (i) or (iii) above, the City shall be responsible for its Proportionate Share of the total costs of the relocation.

10.2 Relocation of City-to-Astound Fiber. At any time during the Term, the City may relocate all or any portion of the City-to-Astound Fiber under any of the following circumstances: (i) the City is required to relocate by a third party with legal authority to so require; (ii) the City elects to relocate the City-to-Astound Fiber at the City's discretion; or (iii) Astound agrees to the relocation. Should any of the foregoing occur, in the performance of the relocation the City shall use commercially reasonable efforts to minimize any disruptions in Astound's operations involving the Water Tower Fiber. In the event of a relocation pursuant to (i) or (iii) above, Astound shall be responsible for its Proportionate Share of the total costs of the relocation.

10.3 Proportionate Share. A Party's "**Proportionate Share**" of any relocation costs with respect to a particular cable Segment shall be determined by the ratio to which the number of fiber optic strands the Party is entitled to use in that cable Segment bears to the total number of fiber optic strands in said cable Segment that are then in use. If this fraction varies over portions of the cable Segment, then the Party's Proportionate Share shall be equal to the weighted average (weighted by length as set forth in the as-built drawings) of such relevant portions.

10.4 Substitution of Fibers. Upon written notice from either Party to the other, the Party providing notice may, at its sole discretion and cost, substitute for its Fibers an equal number of alternative fibers along the same or alternate route, provided that, in any such event, executing a substitution arising out of a relocation under 10.1 or 10.2, such substitution shall not adversely affect the use, operation, or performance of the other Party's network, except for interruptions during the implementation of the substitution, or as is reasonably necessary, and shall not change the site of any demarcation points unless mutually consented by the Parties.

ARTICLE 11: DEFAULT AND REMEDIES

11.1 Definition. A "**Default**" shall be deemed to have occurred under this Agreement under the following circumstances:

(a) In the case of a failure to pay any amount when due under this Agreement, a Party fails to pay such amount within fifteen (15) days after written notice from the other Party specifying such breach; or

(b) In the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after written notice from the other Party specifying such breach; provided, that if the breach is of a nature that cannot reasonably be cured within said thirty (30) day time period, a Default shall not have occurred so long as the breaching Party has commenced cure within said thirty (30) day time period and thereafter diligently pursues cure to completion within ninety (90) days of receiving the original written notice regarding the breach.

11.2 Remedies. In the event of any Default hereunder, the non-Defaulting Party may do any one or more of the following:
(i) Take such actions as it deems reasonably necessary to correct the Default and charge the costs to the Defaulting Party;
(ii) Terminate this Agreement by delivering written notice of termination to the Defaulting Party; and/or
(iii) Pursue any other remedies available to it under this Agreement, at law or in equity.

11.3 No Waiver. A waiver by either Party at any time of any of its rights regarding a particular breach or Default of the other Party under this Agreement shall not be deemed a permanent waiver of such rights, nor shall any such waiver be deemed a waiver of any subsequent breach or Default.

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ARTICLE 12: LIMITATION OF LIABILITY

12.1 No Special Damages. EXCEPT FOR 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.

12.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, TO THE OTHER PARTY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE DARK FIBER PROVIDED TO THAT PARTY PURSUANT TO THIS AGREEMENT.

ARTICLE 13: INSURANCE

13.1 Required Insurance. During the Term, each Party shall procure and maintain in force, at its own expense, insurance coverage in amounts that a reasonably prudent business person would maintain considering the obligations of the Parties hereunder, but in no event less than coverage of the following types and limits:

(a) Workers' compensation as required by applicable law(s);

(b) Employer's liability with minimum limits of $1,000,000 each accident;

(c) Commercial General Liability including coverage for (i) premises/operations; (ii) independent contractors; (iii) products/completed operations; (iv) personal injury; (v) contractual liability; and (vi) explosion, collapse and underground hazards, with combined single limit of not less than $2,000,000 each occurrence or its equivalent;

(d) Automobile liability with minimum limits of $1,000,000 each accident; and

(e) Excess or Umbrella Liability, applicable to items (b), (c) and (d), with minimum limits of $5,000,000, per occurrence.

13.2 Insurance Providers. Each Party shall maintain the required insurance coverage with insurers authorized to conduct business in the applicable jurisdiction(s) and having an AM Best Rating of A – /VII, or equivalent from another recognized rating agency, and each Party shall, upon request, provide the other Party with an insurance certificate confirming compliance with the requirements of this Article.

13.3 Failure to Carry. In the event either Party fails to maintain the required insurance coverage and, a claim is made or suffered, such Party shall defend, indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage.

ARTICLE 14: FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder 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 sever 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 this Agreement by written notice to the other Party, without incurring any liability in connection with such termination.

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ARTICLE 15: DISPUTE RESOLUTION

15.1 Good Faith Negotiations. To the extent not prohibited by applicable law, 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 first 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.

15.2 Units of State Government Subject to Texas Gov't Code § 2260.004. The provisions of this Section 15.2 shall apply only if the Customer is an entity subject to Texas Gov't Code § 2260.004. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event any Dispute arises between the Parties in connection with this Agreement, the Parties shall resolve the Dispute using the dispute resolution process required by Texas Gov't Code § 2260.004.

15.3 Governing Law and Venue. 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 the Collin County, or in the Federal District Court for the Eastern District of Texas, as applicable.

ARTICLE 16: ASSIGNMENT AND ASSUMPTION

Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may, without obtaining the consent of the other Party, assign its interest in and to this Agreement to: (i) any entity acquiring such Party, whether through merger or through purchase of substantially all the assets of said Party; or (ii) an Affiliate of such Party.

ARTICLE 17: REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other Party as follows: (i) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized; (ii) this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms; (iii) it has the power and authority to grant the rights it purports to grant and perform the obligations it undertakes to perform pursuant to this Agreement; (iv) 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 its operations; and (v) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under this Agreement.

ARTICLE 18: NOTICES

Notices under this Agreement shall be in writing and transmitted to the Party's addresses specified below, or such other addresses as the Party may specify by written notice, and will be considered given (i) when delivered in person to the recipient; (ii) five (5) days after being deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; (iii) when delivered by a nationally recognized courier service; or (iv) when receipt of email delivery is confirmed by the recipient:

If to the City:
City of Celina
142 N. Ohio St.
Celina, TX 75009
ATTN: City Manager

If to Astound:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Network Infrastructure

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With a Copy to:
Messer Fort, PLLC
6371 Preston Rd. Ste. 200
Frisco, TX 75034
ATTN: Celina City Attorney

With a Copy to:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

A Party may change its address and point of contact by notifying the other Party in writing in accordance with this Article.

ARTICLE 19: GENERAL PROVISIONS

19.1 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she has been duly authorized to execute this Agreement on behalf of the Party for whom he or she purports to sign this Agreement, and that this Agreement is binding on such Party in accordance with its terms.

19.2 Entire Agreement. This 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. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.

19.3 Interpretation. This 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 this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

19.4 Severability. If any provision of this 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 this 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, to the extent permitted by law.

19.5 No Joint Venture. The relationship between Astound and the City shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes.

19.6 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of Astound and the City. No third party shall be deemed to have any rights under this Agreement; there are no third-party beneficiaries to this Agreement.

19.7 Survival. Those provisions of this Agreement that by their nature and import must survive the expiration or earlier termination of this Agreement in order to be given their full force and effect shall so survive.

19.8 Standard of Performance. All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

19.9 Exhibits. The following Exhibits are attached to this Agreement and incorporated herein by this reference:

EXHIBIT A - Map Depicting Approximate Location of Frontier Pkwy Cable
EXHIBIT B - Map Depicting Approximate Location of Water Tower Cable
EXHIBIT C - Map Depicting Approximate Location of Northwest Segment
EXHIBIT D - Map Depicting Approximate Location of Northeast Segment
EXHIBIT E - Map Depicting Approximate Location of Frontier Pkwy Segment 1

Docusign Envelope ID: 515EC248-F091-486C-88AC-A4F0F2EA142C

EXHIBIT F - Map Depicting Approximate Location of Frontier Pkwy Segment 2

19.10 Execution in Counterparts; Electronic Signatures. This Agreement 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 Parties 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.]

IN WITNESS WHEREOF, the City and Astound, intending to be legally bound hereby, have duly executed this Agreement as of the dates set forth below.

CITY:

City of Celina, a Texas municipal corporation

By _____

Name: _____

Title: _____

Date: _____

ASTOUND:

Astound Business Solutions, LLC, a Delaware limited liability company

By Signed by: Mike Carrosquilla 6C8C3B2AA65347C...

Name: Mike Carrosquilla

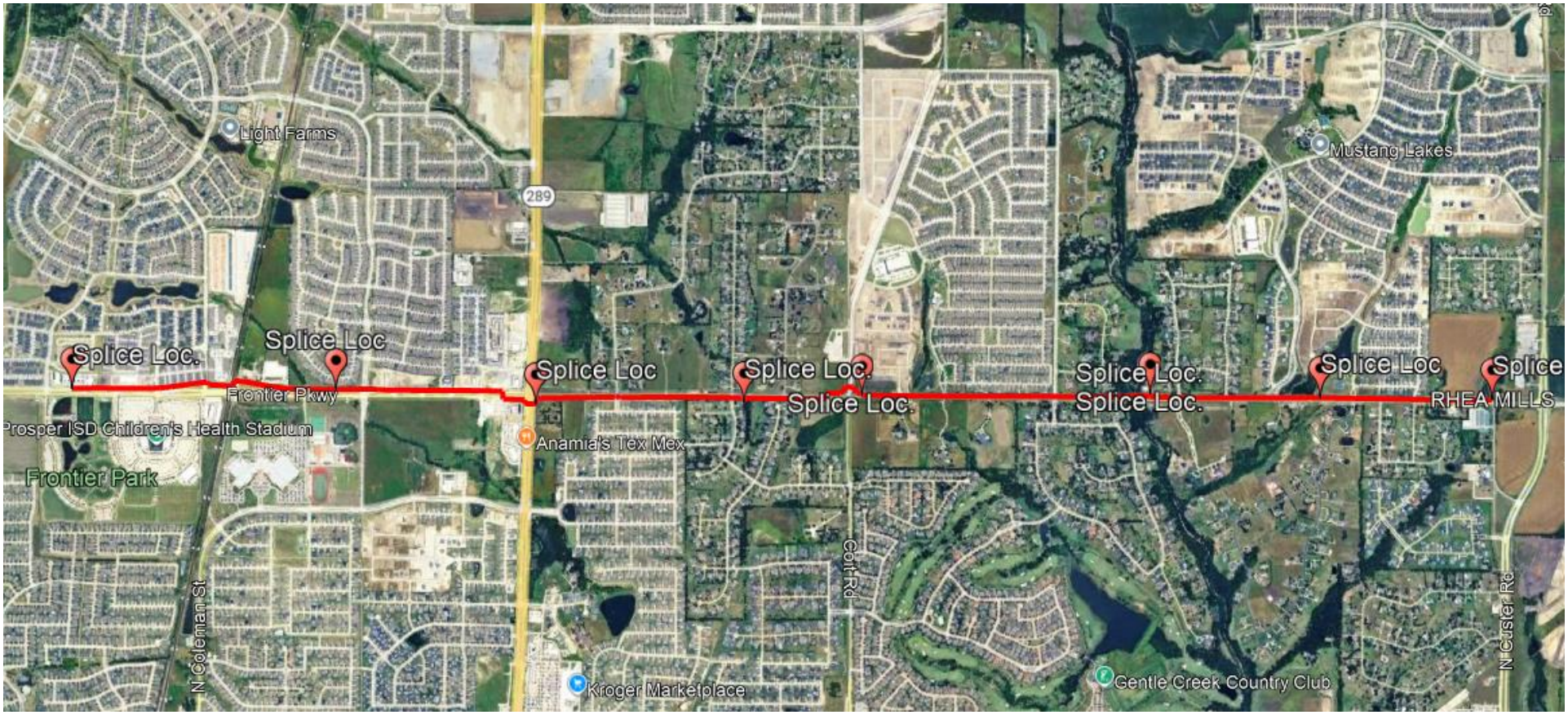
Title: SVP Operations/GM

Date: 6/26/2025

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EXHIBIT A
to
DARK FIBER SWAP AGREEMENT

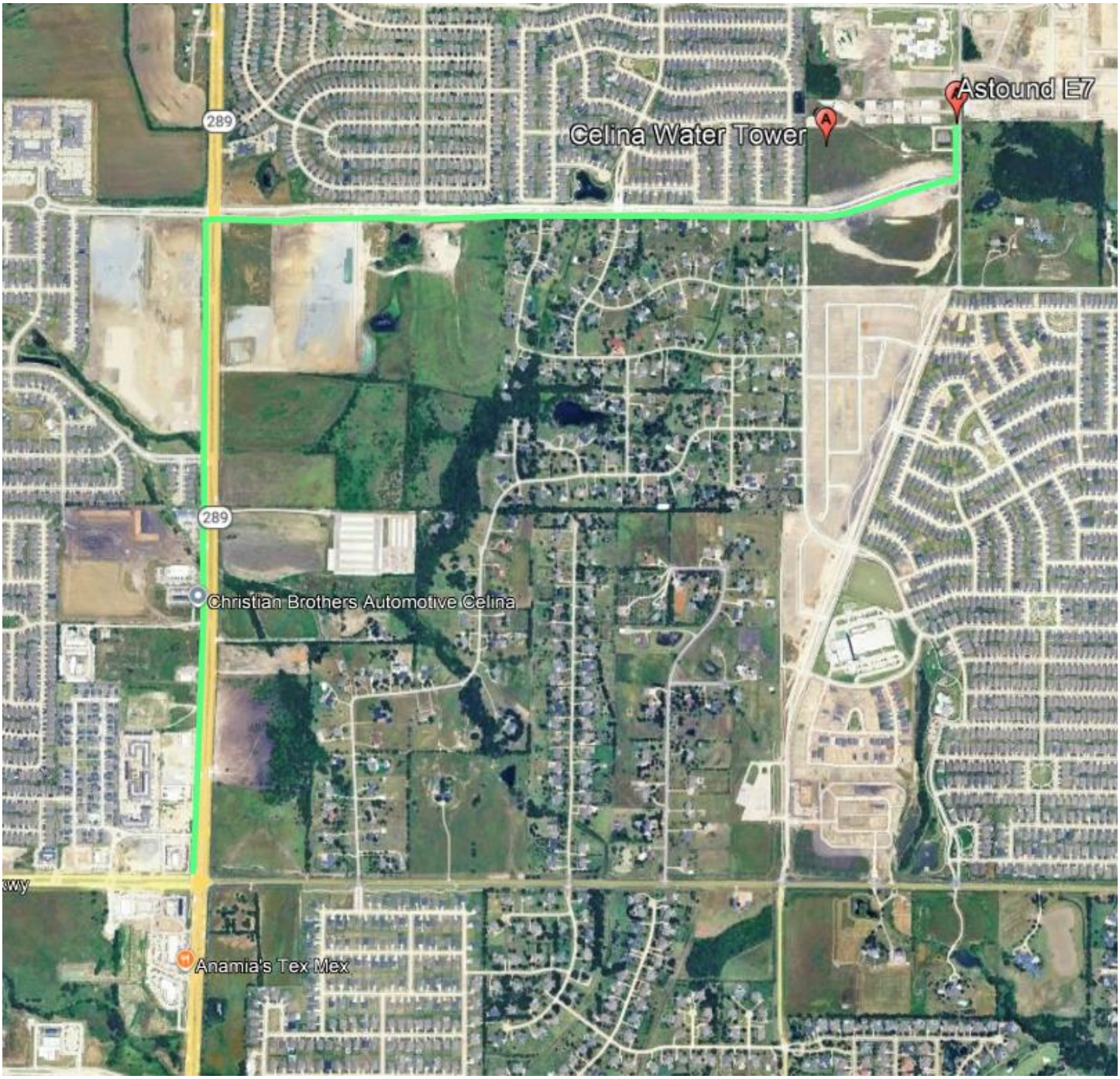
Map Depicting Approximate Location of Frontier Pkwy Cable



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EXHIBIT B
to
DARK FIBER SWAP AGREEMENT

Map Depicting Approximate Location of Water Tower Cable



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Docusign Envelope ID: 515EC248-F091-486C-88AC-A4F0F2EA142C

EXHIBIT C
to
DARK FIBER SWAP AGREEMENT

Map Depicting Approximate Location of Northwest Segment



Docusign Envelope ID: 515EC248-F091-486C-88AC-A4F0F2EA142C

EXHIBIT D
to
DARK FIBER SWAP AGREEMENT

Map Depicting Approximate Location of Northeast Segment

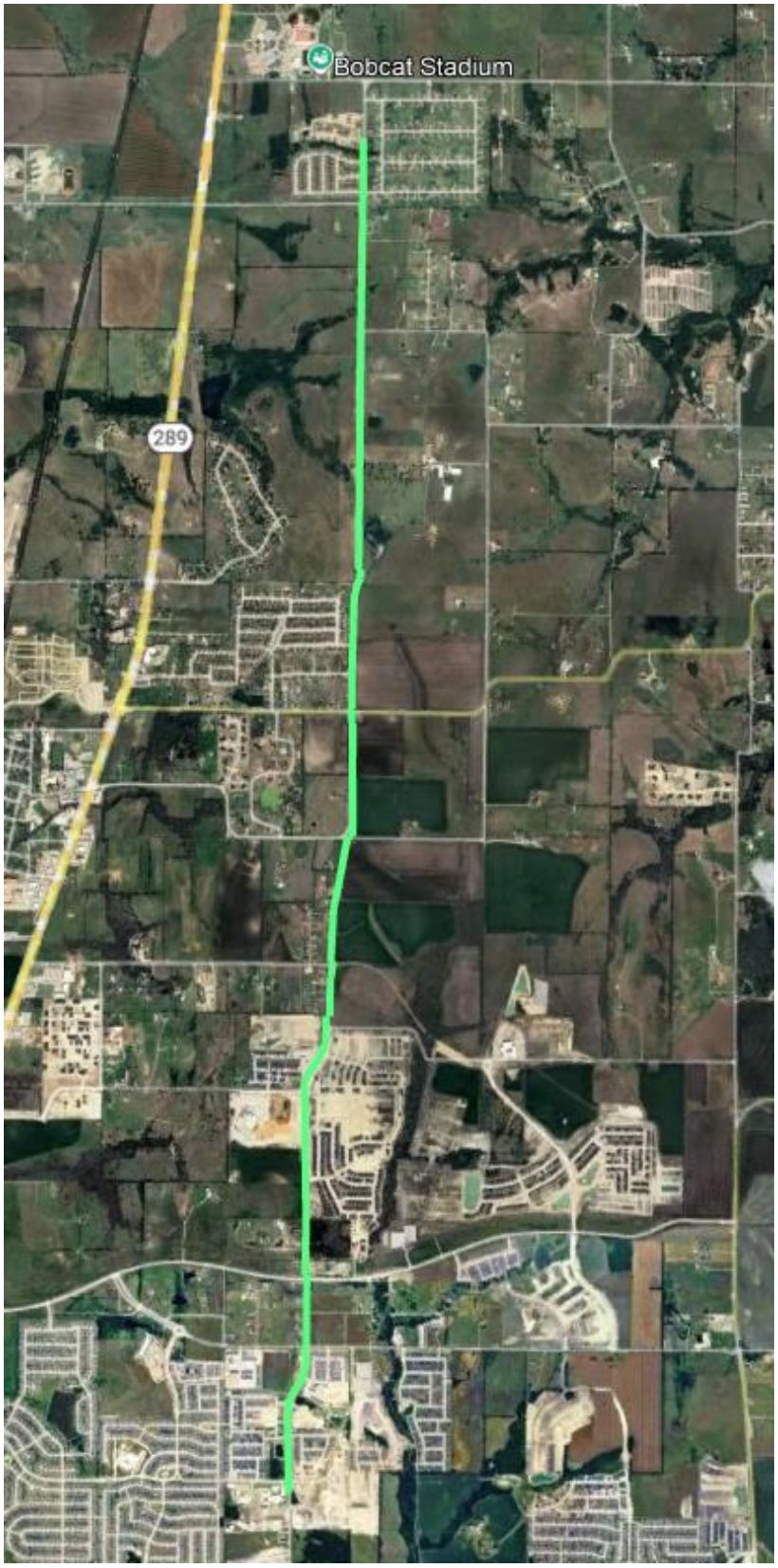
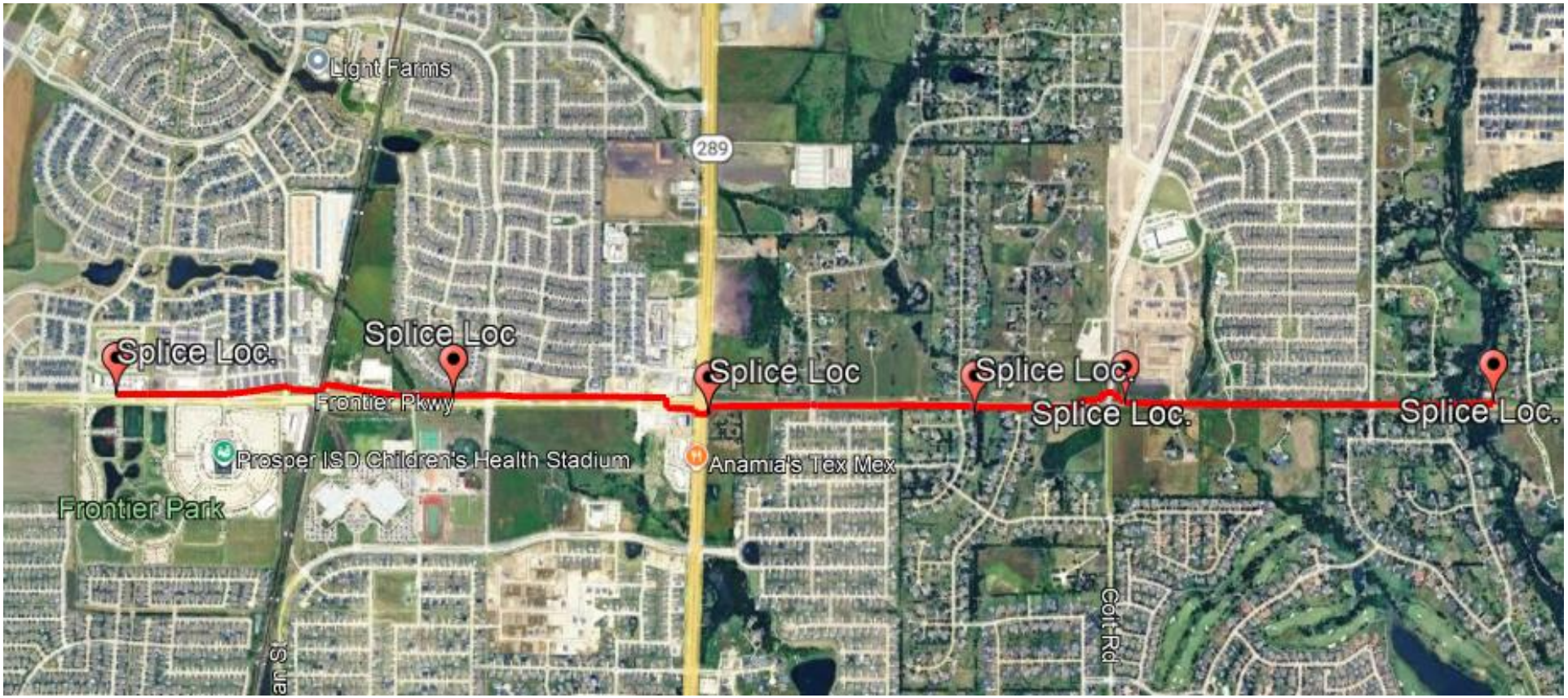


EXHIBIT E
to
DARK FIBER SWAP AGREEMENT

Map Depicting Approximate Location of Frontier Pkwy Segment 1



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EXHIBIT F
to
DARK FIBER SWAP AGREEMENT

Map Depicting Approximate Location of Frontier Pkwy Segment 2



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Certificate Of Completion

Envelope Id: 515EC248-F091-486C-88AC-A4F0F2EA142C
Status: Completed
Subject: City of Celina - Dark Fiber Swap Agreement
Source Envelope:
Document Pages: 20
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bree Urban
401 Carlson Circle
San Marcos, TX 78666
bree.urban@astound.com
IP Address: 75.172.123.216

Record Tracking

Status: Original
6/26/2025 12:52:48 PM
Holder: Bree Urban
bree.urban@astound.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mike Carrosquilla mike.carrosquilla@astound.com SVP Operations/GM Security Level: Email, Account Authentication (None)	Signed by: Mike Carrosquilla 6C8C3B2AA65347C... Signature Adoption: Pre-selected Style Using IP Address: 24.155.226.160	Sent: 6/26/2025 12:57:06 PM Viewed: 6/26/2025 1:05:38 PM Signed: 6/26/2025 1:06:50 PM

Electronic Record and Signature Disclosure:
Accepted: 6/26/2025 1:05:38 PM
ID: a3902ba0-01ec-45ed-9714-67e472fd390b
Company Name: Astound Business Solutions

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bree Urban bree.urban@astound.com Chief Legal Counsel, Business Solutions RCN / Grande / Wave Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/26/2025 12:57:07 PM Resent: 6/26/2025 1:06:53 PM Viewed: 6/26/2025 1:27:55 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
John Smith johnc.smith@astound.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/26/2025 12:57:07 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 12:57:07 PM
Certified Delivered	Security Checked	6/26/2025 1:05:38 PM
Signing Complete	Security Checked	6/26/2025 1:06:50 PM
Completed	Security Checked	6/26/2025 1:06:50 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Astound Business (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.30 per-page fee. You may request delivery of such paper copies from us by emailing your request to legalnotices@rcn.net. Your email must clearly identify the documents you are requesting, and include the name of your company, your full name, the mailing address to which you would like the documents sent, your telephone number, and your email address.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Company

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request to legalnotices@rcn.net.

To advise Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legalnotices@rcn.net and in the body of such request you must state your previous email address and your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legalnotices@rcn.net and in the body of such request you must clearly identify the documents you are requesting, and state the name of your company, your email address, your full name, your mailing address, and your telephone number.

To withdraw your consent with Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legalnotices@rcn.net and in the body of such request you must state the name of your company, your email address, your full name, your mailing address, and your telephone number.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify us as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by us during the course of your relationship with us.

Life Connected.

IT
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Amy Alexander, Director of Information Technology
CC: Karla Stovall, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to purchase Information Technology network hardware through Texas Department of Information Resources (DIR) and The Interlocal Purchasing System (TIPS) contracts for an amount not to exceed $1,664,972.85. (Alexander)

Background Information:
The City is currently constructing several new facilities, each facility requiring a dedicated network infrastructure to support services for the staff and citizens using each space. The acquisition of network hardware will provide IT networking switches, wireless access points, licensing, support, and hardware warranty for five (5) years. In addition, this purchase includes professional services for the configuration of the hardware at the Downtown Center. These services will assist in ensuring best practice is followed, and the network is configured for optimal performance and security. This request also includes a cellular booster system for the Downtown Center. This system will ensure calls from cellular providers are routed and received by cell phones throughout the building.

Due to extended lead times from hardware manufacturers, we need to begin the purchasing process to meet the project timelines.

Staff requests authorization to procure network hardware and services for Downtown Center and Parking Garage, Fire Station 4, Public Works Expansion, Old Celina Park, and Parks Administration, through the following cooperative agreements.

- Cooperative Agency: Texas Department of Information Resources (DIR)
- Cooperative Contract #: DIR-CPO-4696

- Cooperative Agency: The Interlocal Purchasing System (TIPS)
- Cooperative Contract #: 241101

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 060225 Celina Downtown Center Cellular (Celona)
3. 060225 Celina Downtown Center WiFi Installation AB
4. 80129 Celina - Arista Public Works Expansion 5y - 20250612
5. 79333 Celina - Arista Fire Station 4 5y - 20250612
6. 79332 Celina - Arista Parks Admin 5y - 20250612
7. 80180 Celina - Arista Old Park 5yr - 20250616
8. 790242 Celina - Arista Dntwn 63mo - 20250617

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

Staff Recommendation:
Staff recommends approval as presented.

PURCHASE OF IT NETWORKING HARDWARE

Amy Alexander
Director of Information Technology
July 8, 2025



NETWORK HARDWARE

This purchase will provide wired and wireless network equipment needed for staff and patrons of the following facilities.

Downtown Center and Parking Garage

Fire Station 4

Public Works Expansion

Old Celina Park

Parks Administration

Cost: $1,664,972.85

Funding is available through bond funds.



QUESTIONS?

Project: Celina New City Government Building Neutral Host - Celona

Alden Gleason
Assistand Director of Information
142 N. Ohio St.
Celina, TX 75009
agleason@celina-tx.gov

SmartWAVE Technologies
Enabling the Wireless Generation...

TIPS CONTRACT: 241101
*****Pricing Good for 90 Days*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
Celona Materials				
AP20] 5 year indoor neutral host for two mobile operators service subscription for one multi-mode indoor access point including intake process and design approval with operators, management, Celona MOXN for two operators, mobile core services via Celona Edge software and Celona Orchestrator cloud service. Includes multi-mode category A CBRS (3550-3700 MHz) access point that can be used in 4G mode, Celona express technical support, and limited lifetime warranty.	C-S-4G-NH-D-NNMX-5	10	ea	$8,450.00
PTP Grandmaster Clock to be used in indoor deployments for access points to be phase synchronized. Each PTP Grandmaster supports 16 indoor access points, and comes with an accessory kit of power adapter, antenna, 75-ft & 12-ft cables and surge protector.	CN-PTP-GM-KIT	1	ea	$6,000.00
Celona Edge Express appliance provisioned with Celona Edge software to work with the Celona Orchestrator, supporting up to 40 access points.	CN-EDGE-EXP	1	`	$1,000.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$1,416.00

PRICING

Materials/Equip	$91,500.00
Professional Svcs	$9,447.00
Support - 5 Year	N;/A
Tax (N/A)	$0.00
GRAND TOTAL	**$100,947.00**

Pricing Notes:

1. Taxes are not included for hardware items.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include staging, installation, configuration and testing of 10 CBRS APs.
5. Price assumes network cabling is provided by others.
6. Price assumes standard working hours of 8am-5pm, M-F.
7. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
8. Solution includes 5 years of manufacturer support. SmartWAVE post installation support is not included.
9. Price assumes no electrical remediation or conduit work is required.
10. Price assumes Celona is performing 75% of the configuration as per Celona.

Project: Celina New City Government Building/Parking Garage Wireless Installation

Alden Gleason
Assistand Director of Information
142 N. Ohio St.
Celina, TX 75009
agleason@celina-tx.gov

SmartWAVE Technologies
Enabling the Wireless Generation...

TIPS CONTRACT: 230105
*****Pricing Good for 90 Days*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
WiFi Materials				
SZ AP Mgmt License for SZ144/vSZ, includes Partner Watchdog Support for AP 5yr, includes RUCKUS AI Subscription 5yr.	CLD-BNDL-SZWA-MSP5	16	ea	$176.00
Ruckus T750 802.11ax Outdoor WiFi AP, 4x4:4 Stream, Omni Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C	901-T750-US01	13	ea	$2,265.00
Ruckus T750SE 802.11ax Outdoor WiFi AP, 4x4:4 Stream, 120-Degree Sector antenna, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C	901-T750-US51	3	ea	$2,265.00
Switches and Other Installation Materials				
Radio Mounting Hardware - Pole/Wall Mount	SWMNT	21	ea	$125.00
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	21	ea	$69.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$622.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
SmartWAVE Cloud Controller and SCI service, manufacturer support, optmization, remote support, revision control and reporting - 5 Year	SWSPPT-5YR	16	ea	$285.00

PRICING

Materials/Equip	$43,752.00
Professional Svcs	$42,421.00
Support - 5 Year	$4,560.00
Tax (N/A)	$0.00
GRAND TOTAL	**$90,733.00**

Pricing Notes:

1. Taxes are not included for hardware items.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include staging, configuration, installation and testing for 95 indoor AP's and 21 Outdoor APs
6. Price assumes use of SmartWAVE's Cloud Controller.
7. Price assumes ethernet port available within 300' of each radio.
8. Price assumes standard working hours of 8am-5pm, M-F.
9. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
10. Price includes post installation support to include network monitoring, optimization, revision level upgrades and technician dispatch.
11. Price assumes no electrical remediation, cabling, or conduit work is required.
12. Price assumes no structural analysis are required.
13. Quote assumes lights are Photocell Power adapter compatible where applicable.
14. AP Breakdown is 95 customer provided Arista indoor APs, 5 Arista outdoor APs, and 16 Outdoor Ruckus APs.
15. Price assumes network cable installatino is provided by others, with a Cat6A cable to each AP for POE power.
16. AP placement and design is not included.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-4696
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 80129
Quote Date: 6/12/2025
Expiration Date: 7/9/2025

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Arista - 5yr Term - Public Works Expansion				
Hardware/Software				
2	CCS-722XPM-48ZY8-2F-NA	Arista 722XPM, 48x2.5G 60W POE, 8x25G SFP28 switch, front to rear air, MACSec, AC (2), NA Power Cords	$7,775.49	$15,550.98
2	LIC-FIX-G3-MACSEC	MACSEC Encryption License for Arista Fixed 1G/mG Group 3 Ethernet Switches, MACSEC capable ports	$619.68	$1,239.36
2	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms	$4,245.56	$8,491.12
5	AP-C460-SS-5Y	C-460 Tri band 4x4:4 802.11be (WiFi 7) access point with internal antennas, dual 10 GbE interface, dedicated multi-function radio, 5 yr Cognitive Cloud subscription **Subscription Period Duration:** 60 Months	$1,876.20	$9,381.00
Support				
2	SVC-722XPM-48ZY8-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 722XPM-48ZY8	$2,015.57	$4,031.14
5	SVC-AP-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 1 x Wireless Access Point **Support Period Duration:** 60 Months	$85.77	$428.85

List Total:	$70,902.00
DIR Discounted Total:	$60,119.28
Shipping and Tax not applicable:	$0.00
Additional Discount:	($20,996.83)
Grand Total:	$39,122.45

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

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-4696
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 79333
Quote Date: 6/12/2025
Expiration Date: 7/9/2025

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Arista - 5yr Term - Fire Station 4				
Hardware/Software				
2	CCS-722XPM-48ZY8-2F-NA	Arista 722XPM, 48x2.5G 60W POE, 8x25G SFP28 switch, front to rear air, MACSec, AC (2), NA Power Cords	$7,775.49	$15,550.98
2	LIC-FIX-G3-MACSEC	MACSEC Encryption License for Arista Fixed 1G/mG Group 3 Ethernet Switches, MACSEC capable ports	$619.68	$1,239.36
2	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms	$4,245.56	$8,491.12
1	CCS-722XPM-48ZY8-2F-NA	Arista 722XPM, 48x2.5G 60W POE, 8x25G SFP28 switch, front to rear air, MACSec, AC (2), NA Power Cords	$7,775.49	$7,775.49
1	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms.	$4,245.56	$4,245.56
12	AP-C460-SS-5Y	C-460 Tri band 4x4:4 802.11be (WiFi 7) access point with internal antennas, dual 10 GbE interface, dedicated multi-function radio, 5 yr Cognitive Cloud subscription **Subscription Period Duration:** 60 Months	$1,876.20	$22,514.40
Support				
2	SVC-722XPM-48ZY8-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 722XPM-48ZY8	$2,015.57	$4,031.14
1	SVC-722XPM-48ZY8-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 722XPM-48ZY8	$2,015.57	$2,015.57
12	SVC-AP-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 1 x Wireless Access Point **Support Period Duration:** 60 Months	$85.77	$1,029.24

List Total:	$121,487.00
DIR Discounted Total:	$102,940.08
Shipping and Tax not applicable:	$0.00
Additional Discount:	($36,047.22)
Grand Total:	$66,892.86

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

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-4696
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of Celina
Alden Gleason
142 N Ohio St
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agleason@celina-tx.gov

Quote Number: 79332
Quote Date: 6/12/2025
Expiration Date: 7/9/2025

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Arista - 5yr Term - Parks Admin				
Hardware/Software				
2	CCS-722XPM-48ZY8-2F-NA	Arista 722XPM, 48x2.5G 60W POE, 8x25G SFP28 switch, front to rear air, MACSec, AC (2), NA Power Cords	$7,775.49	$15,550.98
2	LIC-FIX-G3-MACSEC	MACSEC Encryption License for Arista Fixed 1G/mG Group 3 Ethernet Switches, MACSEC capable ports	$619.68	$1,239.36
2	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms	$4,245.56	$8,491.12
3	CCS-722XPM-48ZY8-2F-NA	Arista 722XPM, 48x2.5G 60W POE, 8x25G SFP28 switch, front to rear air, MACSec, AC (2), NA Power Cords	$7,775.49	$23,326.47
3	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms.	$4,245.56	$12,736.68
12	AP-C460-SS-5Y	C-460 Tri band 4x4:4 802.11be (WiFi 7) access point with internal antennas, dual 10 GbE interface, dedicated multi-function radio, 5 yr Cognitive Cloud subscription **Subscription Period Duration:** 60 Months	$1,876.20	$22,514.40
Support				
2	SVC-722XPM-48ZY8-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 722XPM-48ZY8	$2,015.57	$4,031.14
3	SVC-722XPM-48ZY8-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 722XPM-48ZY8	$2,015.57	$6,046.71
12	SVC-AP-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 1 x Wireless Access Point **Support Period Duration:** 60 Months	$85.77	$1,029.24

List Total:	$171,977.00
DIR Discounted Total:	$145,859.28
Shipping and Tax not applicable:	$0.00
Additional Discount:	($50,893.18)
Grand Total:	$94,966.10

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

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-4696
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 80180
Quote Date: 6/16/2025
Expiration Date: 7/11/2025

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Arista - 5yr Term - Old Celina Park				
Hardware/Subscription				
1	CCS-720DF-48Y-M-S-2F-NA	Arista 720DF, 48 x 1G SFP, 4 x 25G SFP switch, exp mem, front to rear air, 2 x 200W AC, NA Power Cord	$6,327.27	$6,327.27
1	SS-CVS-G2-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1 Switch. Arista Fixed 1G/mG Group 2 Platforms. Includes E, FLX-L. **Subscription Period Duration:** 60 Months	$3,436.36	$3,436.36
Support				
1	SVC-720DF-48Y-M-S-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for CCS-720DF-48Y-M-S series **Support Period Duration:** 60 Months	$1,701.82	$1,701.82

List Total:	$20,240.00
DIR Discounted Total:	$17,212.20
Shipping and Tax not applicable:	$0.00
Additional Discount:	($5,746.75)
Grand Total:	$11,465.45

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

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-4696 DIR-CPO-5378
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 790242
Quote Date: 6/17/2025
Expiration Date: 7/9/2025

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Arista + Pivotal Optics - 63mo Term - Downtown Center & Parking Garage				
Arista Downtown Center				
26	CCS-720XP-96ZC2-2F-NA	Arista 720XP, 80x2.5G, 16x5G POE, 4x25G SFP/2x100G QSFP switch, front to rear air, AC (2), NA power cord	$12,856.50	$334,269.00
52	PWR-1021-AC-RED#	Arista PSU, 1050W, POE, AC (ships in chassis)	$646.02	$33,593.04
52	CAB-C15-NA	Power Cord, North America, C15 to NEMA5-15P, 13A/125V, 16 AWG, 6FT (2M), UL/CSA	$0.00	$0.00
26	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 63 Months for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms	$4,540.54	$118,054.04
2	DCS-7050CX3M-32S-F	Arista 7050X3, 32x100GbE QSFP+ & 2xSFP+ switch, MACsec, front-to-rear air, 2xAC, 2xC13-C14 cords	$24,798.73	$49,597.46
2	LIC-FIX-2-FLX-L	FLX-Lite License for Arista Fixed Group 2 - Full Routing Up to 256K Routes, EVPN, VXLAN, SR, base MPLS LSR (no TE or link/node	$6,082.90	$12,165.80
2	LIC-FIX-2-MACSEC	MACSEC Encryption License for Arista Group 2 Fixed switches, MACSEC capable ports	$5,793.10	$11,586.20
2	SS-CVS-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1 Switch. 10G+ Platforms. 63 Month Term	$10,459.74	$20,919.48
100	AP-C460	C-460 Tri band 4x4:4 802.11be (WiFi 7) access point with internal antennas, dual 10 GbE interface, dedicated multi-function radio	$1,330.35	$133,035.00
100	SS-COGWIFI-1M	Cognitive Cloud SW Subscription License for 63 Months for 1 x Wireless Access Point	$636.97	$63,697.00
5	AP-O435	O-435 Tri band 2x2:2 802.11be (WiFi 7) outdoor access point with internal antennas, 5 GbE interface and dedicated multi-function radio	$1,170.71	$5,853.55
5	SS-COGWIFI-1M	Cognitive Cloud SW Subscription License for 63 Months for 1 x Wireless Access Point	$636.97	$3,184.85
1	SS-CVS-AGNI-1000-D-1M	CloudVision AGNI Cloud Service SW Subscription License for 63 Months for 1000 devices	$50,805.85	$50,805.85
1	SS-CVS-AGNI-500-D-1M	CloudVision AGNI Cloud Service SW Subscription License for 63 Month for 500 devices	$39,936.08	$39,936.08
1	PRI-Price Adjustment	One time special discount: CCS-720XP-96ZC2-2F-NA	-$20,833.96	($20,833.96)
Pivotal Optics Downtown Center				
4	QSFP-100G-ER4-AR-PO	QSFP28, 1294-1310nm, ER4 SMF 40km, 100G DDM, Arista Compatible	$1,333.86	$5,335.44
16	SFP-10G-SR-AR-PO	SFP+, 850nm, SR MMF 300m, 10G DDM, Arista SFP-10G-SR Compatible	$23.79	$380.64
16	E1MG-LX-OM-T-PO	SFP, 1310nm, LX SMF 10km, 1000Base DDM I-Temp, Brocade/Foundry E1MG-LX-OM-T Compatible	$15.98	$255.68
50	SFP-1G-LX-I-PO	SFP, 1310nm, LX SMF 10km, 1000Base DDM I-Temp, Arista SFP-1G-LX Compatible	$15.98	$799.00
10	10G-SFPP-LR-I-PO	SFP+, 1310nm, LR SMF 10km, 10G DDM ITemp, Brocade/Foundry 10G-SFPP-LR Compatible	$31.02	$310.20
15	SFP-10G-LR-AR-I-PO	SFP+, 1310nm, LR SMF 10km, 10G DDM I-Temp, Arista SFP-10G-LR Compatible	$31.02	$465.30
16	SFP-10G-SR-PO	SFP+, 850nm, SR MMF 300m, 10G DDM, Cisco SFP-10G-SR Compatible	$24.44	$391.04

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-4696 DIR-CPO-5378
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

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

Quote Number: 790242
Quote Date: 6/17/2025
Expiration Date: 7/9/2025

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

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

Qty	Part Number	Description	Unit Price	Ext Price
104	QSFP-100G-CWDM4-PO	QSFP28, 4 Channel Laser Driver CWDM4 (FEC), 1310nm, SMF 2km, 100G DDM, Arista QSFP- 100G-CWDM4 Compatible	$280.12	$29,132.48
Arista Support Downtown Center				
26	SVC-720XP-96ZC2-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for CCS-720XP-96ZC2	$4,245.78	$110,390.28
2	SVC-7050CX3M-32S-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050CX3M-32S	$12,457.20	$24,914.40
100	SVC-AP-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 1 x Wireless Access Point	$89.38	$8,938.00
5	SVC-AP-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 1 x Wireless Access Point	$89.38	$446.90
		Support Period Duration: 63 Months		
Arista Services Downtown Center				
50	SVE-NCS-NET-R-1D	1-Day Remote - PS Network Consulting Services - Prepaid	$3,622.35	$181,117.50
Arista Parking Garage				
1	DCS-7050SX3-48C8C-F	Arista 7050X3, 48x10GbE SFP & 8x100GbE QSFP switch, front-to-rear air, 2xAC	$11,842.82	$11,842.82
1	SS-CVS-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1 Switch. 10G+ Platforms. 63 Month Term	$10,459.74	$10,459.74
1	CCS-720DP-48ZS-2F-NA	Arista 720DP, 48 x 2.5G POE, 4x10G SFP switch, front to rear air, 2 x 1800W AC, NA Power Cord	$7,232.30	$7,232.30
1	SS-CVS-G3-SWITCH-1M	CloudVision as-a-Service Subscription Lic for 1 Switch. Arista Fixed 1G/mG Group 3 Platforms. - 63 Month Term	$4,540.54	$4,540.54
Arista Support Parking Garage				
1	SVC-7050SX3-48C8C-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050SX3-48C8C	$6,000.20	$6,000.20
1	SVC-720DP-48ZS-1M-NB	A-Care Software & NBD Hardware Replacement/Same Day Ship for CCS-720DP-48ZS series	$2,030.14	$2,030.14
		Support Period Duration: 63 Months		

List Total:	$2,113,459.33
DIR Discounted Total:	$1,819,239.22
Shipping and Tax not applicable:	$0.00
Additional Discount:	($558,393.23)
Grand Total:	$1,260,845.99

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

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Steve Walsh, Director of Parks and Recreation, Kimberly Brawner, Assistant City Manager
Date:	July 8, 2025

Agenda Item:
Consider and act to purchase tree removal services for the Public Works and Parks and Recreation Departments from Arbor Masters and Western Certified Arborist, Inc., through a cooperative contract with the City of Frisco through the Collin County Governmental Purchasing Forum at the unit prices listed, not to exceed the annual budgeted amount. (Figueroa)

Background Information:
The Public Works and Parks Departments request approval to use tree trimming and removal services provided by Arbor Masters and Western Certified Arborist, Inc., through a cooperative purchasing agreement with the City of Frisco, under BVB Contract #2409-132.

These services will be used on an as-needed basis for the removal of hazardous trees and trimming at various city-owned locations. This includes public rights-of-way, parks, and other municipal properties. Using the cooperative contract allows the city to respond more efficiently to tree-related maintenance and safety needs while ensuring competitive pricing and compliance with procurement requirements.

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. 2409-132 Bid Tab
3. 2409-132 Award Letter - Western Certified Arborists - signed
4. 2409-132 Award Letter - Arbor Masters - signed
5. Tree Work Exhibit

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

Staff Recommendation:
Staff recommends approving the purchase as presented.

Tree Trimming and Removal Services

Andrew Figueroa
July 8, 2025



AGENDA OVERVIEW

- Consider and act to purchase tree removal services for the Public Works and Parks and Recreation Departments from Arbor Masters and Western Certified Arborist, Inc., through a cooperative contract with the City of Frisco at the unit prices listed in BVB Contract # 2409-132, not to exceed the annual budgeted amount..

- These services will be used on an as-needed basis for the removal of trees and trimming at various city-owned locations..

- 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..

- 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.

AWARD RECOMMENDATION

Bid #	2409-132		Western Certified Arborist	Arbor Masters
Title	BVB Hazardous Tree Removal & Trimming		Secondary Vendor	Primary Vendor
Item No.	Description	Unit	Unit Cost	Unit Cost
1	Hazardous Tree Removal and Trimming Per Person Per Hour	Hour	$85.00	$88.00
2	Hazardous Tree Removal and Trimming Per Person Per Hour for Nights	Hour	$125.00	$111.00
3	Hazardous Tree Removal and Trimming Per Person Per Hour for Weekends and Holidays	Hour	$125.00	$121.00
Additional Requested Information			Hours	Hours
1	Response time during regular working hours Monday- Friday (8:00 am - 5:00 pm) will be hours from the time of first call.		24 Hours	12 Hours
2	Response time for emergency calls, nights, holidays, and weekends will be _____ hours from the time of first call.		24 Hours	24 Hours

QUESTIONS?

						SECONDARY		PRIMARY							
City of Frisco **Bid# 2409-132** **Title: BVB Hazardous Tree Removal & Trimming**				**RH Cole** **1900 Pacific Ave Ste 1010** **Dallas, TX 75201** **Ronsanto Cole** **info@pureelegancecleaning.com** **314-717-6902**		**Western Certified Arborists** **2200 E. Via Burton** **Anaheim, CA 92806** **Patrick Mahoney** **vgonzalez@wcainc.com** **714-991-1900**		**Arbor Masters** **1510 Jelmak St** **Grand Prairie, TX 75050** **Patrick Fern** **pfern@arbormasters.com** **469-586-5829**		**Civil Tree Solutions** **216 Goldeneye Ln** **Fort Worth, TX 76120** **H. McMullen** **estimating@civiltreesolutions.com** **682-600-3831**		**The Paysage Group DBA Smith Lawn & Tree** **3200 Handley Ederville Rd** **Richland Hills, TX 76118** **Glen Jennings** **glen@smithdfw.com** **817-921-2222**		**Looks Great Services of MS, Inc.** **1129 S. Cedar Hill Rd** **Cedar Hill, TX 75104** **Sean Simons** **seansimons@looksgreatservices.com** **214-315-7053**	
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
1	Hazardous Tree Removal and Trimming Per Person Per Hour	Hour	60	$70.00	$4,200.00	$85.00	$5,100.00	$88.00	$5,280.00	$200.00	$12,000.00	$85.00	$5,100.00	$236.00	$14,160.00
2	Hazardous Tree Removal and Trimming Per Person Per Hour for Nights	Hour	10	$75.00	$750.00	$125.00	$1,250.00	$111.00	$1,110.00	$220.00	$2,200.00	$150.00	$1,500.00	$236.00	$2,360.00
3	Hazardous Tree Removal and Trimming Per Person Per Hour for Weekends and Holidays	Hour	10	$80.00	$800.00	$125.00	$1,250.00	$121.00	$1,210.00	$220.00	$2,200.00	$100.00	$1,000.00	$236.00	$2,360.00
			Total		**$5,750.00**		**$7,600.00**		**$7,600.00**		**$16,400.00**		**$7,600.00**		**$18,880.00**
	Additional Requested Information			**Hours**		**Hours**		**Hours**		**Hours**		**Hours**		**Hours**	
1	Response time during regular working hours monday- friday (8:00 am - 5:00 pm) will be_____hours from time of first call.			1 Hour		24 Hours		12 Hours		4 Hours		48 Hours		Instant	
2	Response time for emergency calls, nights, holidays, and weekends will be_____hours from time of first call.			1 Hour		24 Hours		24 Hours		8 Hours		5 Hours		1 Hour	

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.
THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

October 24, 2024

Western Certified Arborists
2200 E. Via Burton
Anaheim, CA 92806
Patrick Mahoney
vgonzalez@wcainc.com

Best Value Bid #2409-132 Hazardous Tree Removal & Trimming

The City of Frisco has awarded the above-mentioned Best Value Bid to your agency, Western Certified Arborists, as one of two contractors to be used on a rotating basis as needed. This is an annual contract, good for one (1) year from 11/01/2024 to 10/31/2025 with four (4) optional renewals. Please acknowledge receipt of this letter by signing and emailing it to Allye Potter at apotter@friscotexas.gov .

Patrick Mahoney, President
Name

10/25/24
Date

Signature

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292-5546.

Sincerely,

Allye Potter, CPPB
Senior Buyer

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

October 24, 2024

Arbor Masters
1510 Jelmak St
Grand Prairie, TX 75050
Patrick Fern
pfern@arbormasters.com

Best Value Bid #2409-132 Hazardous Tree Removal & Trimming

The City of Frisco has awarded the above-mentioned Best Value Bid to your agency, Arbor Masters, as one of two contractors to be used on a rotating basis as needed. This is an annual contract, good for one (1) year from 11/01/2024 to 10/31/2025 with four (4) optional renewals. Please acknowledge receipt of this letter by signing and emailing it to Allye Potter at apotter@friscotexas.gov .

Patrick Fern
Name

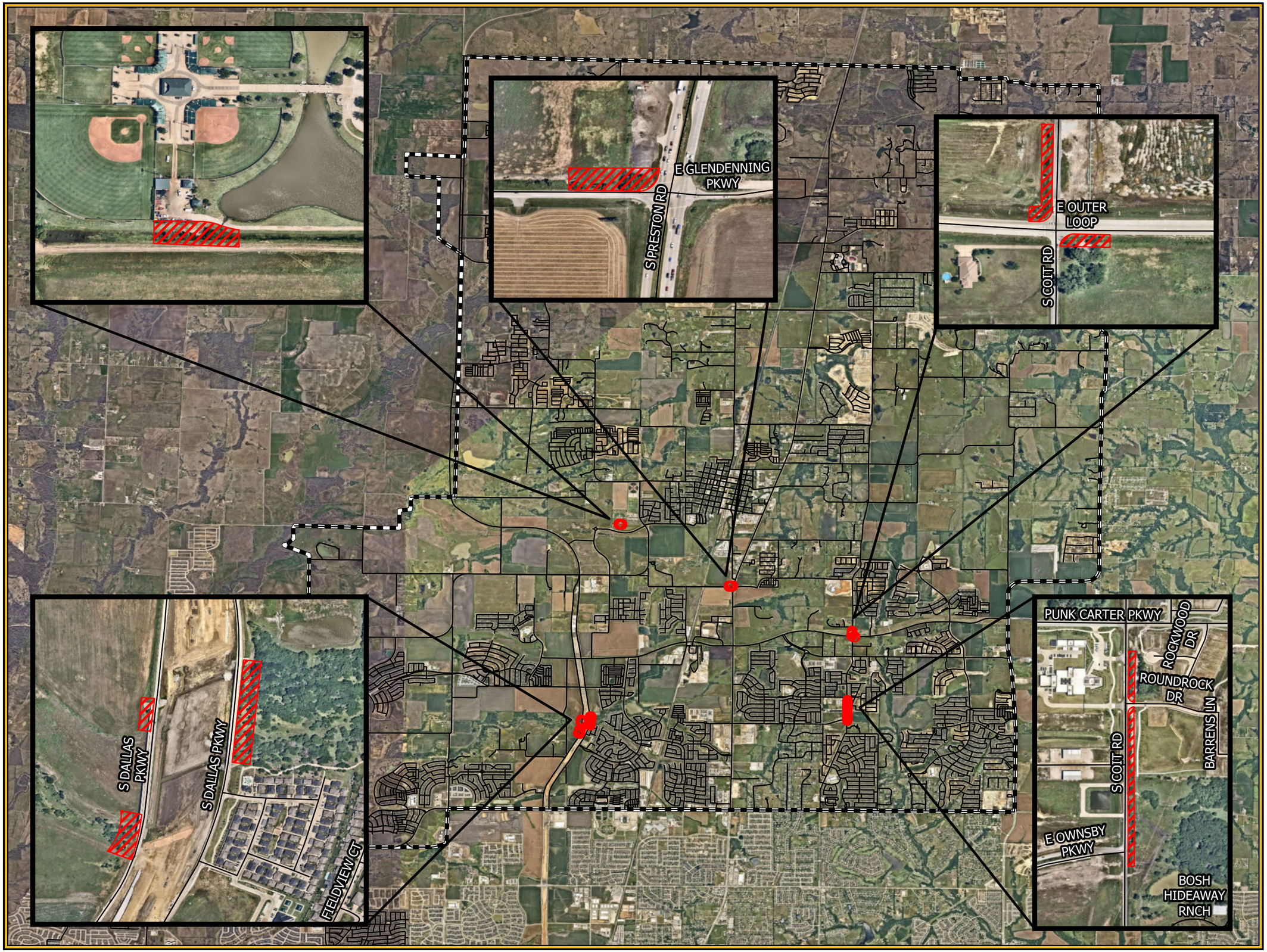
10-24-24
Date

Signature

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292-5546.

Sincerely,

Allye Potter, CPPB
Senior Buyer



CELINA TEXAS EST. 1876
Life Connected.

Tree Trimming Proposal

City of Celina

Legend

- Roads
- Mutual Boundary Agreements
- Subject Area

N
W E
S

0 4,500 9,000 Feet

6/23/2025

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to authorize a Change Order with GRod Construction LLC, for an amount not to exceed $118,300.00 for additional road repairs in the 2025 Annual Street Maintenance project. (Figueroa)

Background Information:

On May 13, 2025, the City Council awarded Bid No. 2025-042 for the 2025 Annual Street Maintenance (ASM) Project to GRod Construction LLC. The proposed Change Order exceeds $50,000.00 and, in accordance with statutory requirements, necessitates Council approval.

This Change Order addresses significant pavement failures along Parvin Road. It includes approximately 915 linear feet of asphalt repair to the existing roadway. These improvements are necessary to restore the driving surface along the southern boundary of Celina.

Legal Review:
Contract documents have been previously reviewed and approved.

Supporting Documents:
1. CE_1_-_Change_order1_Parvin_Road
2. Staff Presentation

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

Staff Recommendation:
Staff recommends authorizing the change order as presented.

Life Connected.

CCO #001

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

Project: ASM2025R - 2025 Annual Street Mainatenance Project
142 N. Ohio St
Celina, Texas 75009

Contract Change Order #001: CE #1 - Change order#1 Parvin Road

CONTRACT COMPANY:	**GROD Construction LLC** 889 E. Rock Island Avenue Boyd, Texas 76023	**CONTRACT FOR:**	SC-ASM2025R-002:2025 Annual Street Maintenance
DATE CREATED:	7/02/2025	**CREATED BY:**	Drew Jenks **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:	Drew Jenks **(City of Celina)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	07/02/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	Yes
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	15 days
FIELD CHANGE:	Yes	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$118,300.00

DESCRIPTION:
CE #1 - Change order#1 Parvin Road
Change order #1 Parvin Road

ATTACHMENTS:
Change Order #1_Parvin Road signed.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	32-11-27-14.CR 2 Inch HMAC Type D, Including Tack Coat & Prime Coat as Required.Construction Road	Parvin Road-Asphalt Spot Repair, 8" Flexbase W/2" Asphalt	$80,520.00
2	32-11-27-15.CR 4 Inch HMAC Type B, Including Tack Coat & Prime Coat as Required.Construction Road	Parvin Road- 4" Asphalt Type B	$29,280.00
3	1-55-10.CR Traffic Control.Construction Road	Traffic Control-For Parvin Road (Flaggers)	$8,500.00
		Grand Total:	**$118,300.00**

The original (Contract Sum)	$ 4,441,933.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 4,441,933.00
The contract sum will be increased by this Change Order in the amount of	$ 118,300.00
The new contract sum including this Change Order will be	$ 4,560,233.00
The contract time will be increased by this Change Order by 15 days.	

Life Connected.

CCO #001

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

SIGNATURE **DATE**

GROD Construction LLC
889 E. Rock Island Avenue
Boyd, Texas 76023

Signed by:
Jose Garza
81B2A0E00BE74AC...
7/2/2025

SIGNATURE **DATE**

Docusign Envelope ID: A9E94B23-894E-4BB7-9CA5-4546D7FEF73C

Change Order
Request # 1 - Parvin Road
Date 6/25/2025

Project Name: 2025 Annual Street Maintenance
City Project #: 2025-042

GRod Job #: 250417A

Owner
City of Celina
142 N. Ohio Street
Celina, TX 75009
USA

General Contractor
GRod Construction, LLC
889 E. Rock Island Avenue
Boyd, TX 76023
USA

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Additional Days
****Change Order #1****						
CO1.1	Parvin Road - Asphalt Spot Repair, 8" Flexbase W/2" Asphalt	915.000	SY	88.00	$ 80,520.00	15
CO1.2	Parvin Road - 4" Asphalt Type B	915.000	SY	32.00	$ 29,280.00	2
CO1.3	Traffic Control - For Parvin Road (Flaggers)	1.000	LS	8,500.00	$ 8,500.00	
					$ -	
					$ -	
				CHANGE ORDER REQUEST # 1 SUBTOTAL	$ 118,300.00	17

Approved By: Jose E. Garza Digitally signed by Jose E. Garza DN: cn=Jose E. Garza, o=GRod Construction LLC, ou, email=jose.egarza@grodconstruction.com, c=US Date: 2025.06.25 08:43:25 -05'00' _____
Contractor

Approved By: _____
Owner

Approved By: _____
Engineer

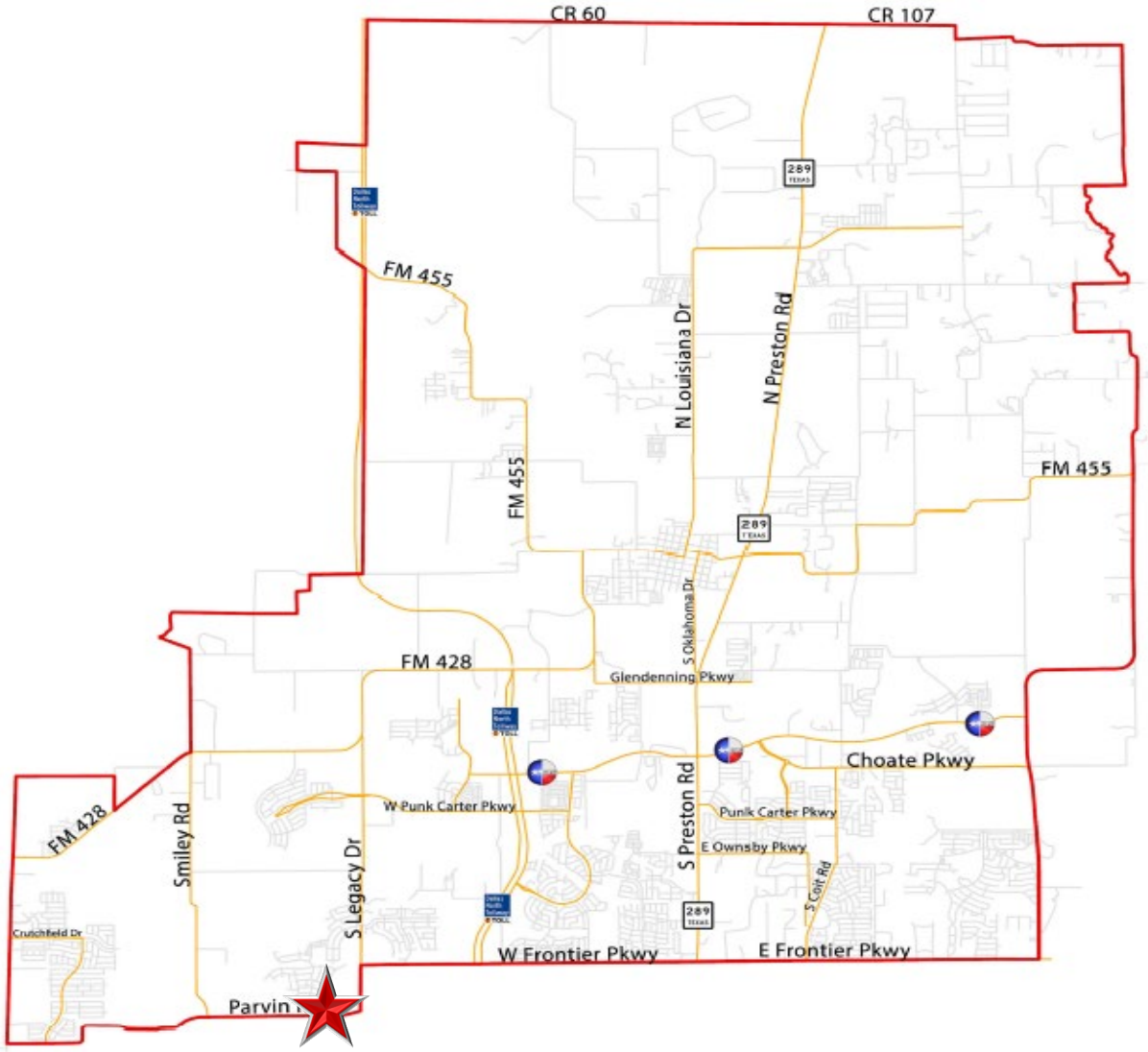
2025 ASM-PARVIN ROAD CHANGE ORDER (LEGACY TO SMILEY RD)

July 08, 2025

Andrew Figueroa
Director of Public Works



LOCATION MAP



INTRODUCTION

- This item is to consider and act to approve repairs to Parvin Road from S Legacy Dr to Smiley Rd.

WORK SCOPE

- The repair is for 915 square yards of asphalt
- Includes 8” Flexbase with 2” asphalt and 4” asphalt type B

QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to award Best Value Bid #2025-035 for Pavement Leveling Services to Kaitlin Kent Enterprises Incorporated, at the unit prices listed in the bid, not to exceed the annual budgeted amount. (Figueroa)

Background Information:

The City of Celina issued Best Value Bid #2025-035 to establish an annual contract for pavement leveling services with four (4) optional one-year renewal periods. This contract will support the City's efforts to maintain roadways and drainage areas by providing services for concrete pavement leveling services, joint grinding, and soil densification using high-density polyurethane foam.

The scope of work also includes related traffic control measures and warranty requirements to ensure long-term pavement performance. Services will be performed on an as-needed basis and authorized through individual purchase orders. The work will be performed at the unit prices in Bid #2025-035 Pavement Leveling Services and will not exceed the annual budgeted amount.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Agreement
3. Scoring Detail
4. Agenda Recap

5. Bid Tab

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

Staff Recommendation:
Staff recommends approval.

PAVEMENT LEVELING SERVICES

July 08, 2025

Andrew Figueroa
Director of Public Works



INTRODUCTION

- This item is to consider and act to approve future pavement leveling services to be utilized throughout the City of Celina. This proposal is through Best Value Bid (BVB) # 2025-035
- Funding is available in the current Fiscal Year 2025 budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.
- This will correct uneven surfaces, improve ride quality, and prevent safety hazards like water ponding – helping ensure safe and efficient travel in Celina.

PROBLEMS COMMONLY CORRECTED BY INJECTIONS

Bird Baths



Sidewalk Trip Hazards & Uneven Roadway Panels



Roadway Dips



QUESTIONS?

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (City), and **Kaitlin Kent Enterprises, Inc** (Provider) for **Pavement Leveling Services** (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 **Pavement Leveling Services**. The Provider agrees to provide these services relative to the following Project: **Pavement Leveling Services** in accordance with the terms and conditions as set forth in this Agreement and **Exhibit A: Best Value Bid** attached hereto and incorporated herein by reference.

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

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

4. **CONTRACT PERIOD.** The contract period for this Agreement is for one year from the effective date, with the option to renew for up to four additional one-year terms.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B – Supplier Response**, attached and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed on a monthly basis for work completed for the previous month, and payment will be available within thirty (30) days after the City's receipt of the invoice for the previous month's Services.

7. **INVOICING.** Invoices must be prepared and submitted to the City for payment as follows.

   A. All Invoices must be numbered, dated, and include the project name, dates of service, services performed, and purchase order number.

   B. Electronic Submission: AccountsPayable@celina-tx.gov (Preferred Method)

   C. Mail Submission: Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068.

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

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

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM,**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **ENTIRE CONTRACT.** This Agreement, together with Exhibits 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.

Exhibit A: BVB
Exhibit B: Supplier Response
Exhibit C: Insurance Requirements

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

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

Provider Mailing Address
Kaitlin Kent Enterprises, Inc
dba KKE Concrete Lifting
4918 Ben Day Murrin Rd.
Ft Worth, TX 76126

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

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. The exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **BONDS.** Bonds specified in section 2.11 of **Exhibit A** shall be provided to the City, and acceptance shall be acknowledged in writing prior to work starting.

29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CITY OF CELINA

Robert Ranc, City Manager

Date

PROVIDER

Kaitlin Kent
Kaitlin Kent (Jun 26, 2025 14:09 CDT)

Kaitlin Kent - President
Type/Print Name and Title

06/26/2025
Date

Supplier Scoring Summary

2025-035 Addendum 1 - Pavement Leveling Services - Scoring Round

Supplier	Rank	Score	Cost	Cost - Formula based	Previous Experience	Project 1	Project 2	Project 3	Project 4	Project 5	DCP Test Reports	Available Staff/ Resources (Labor and Equipment)	Available Staff/ Resources (Labor and Equipment)	HDPF Third-Party Testing Documentation	Flow Meter Calibration Documentation	Delivery Times	Delivery Times
		100		50.00		5.00	5.00	5.00	5.00	5.00	5.00		5.00	5.00	5.00		5.00
KKE Inc.	1	99.34		49.84		5.00	5.00	5.00	5.00	5.00	5.00		4.50	5.00	5.00		5.00
FoamWorks	2	98.83		50.00		5.00	5.00	4.00	5.00	5.00	5.00		4.83	5.00	5.00		5.00
Nortex Concrete Lift and Stabi	3	97.62		49.29		5.00	5.00	5.00	5.00	4.00	5.00		5.00	5.00	5.00		4.33
		98.60		49.71		5.00	5.00	4.67	5.00	4.67	5.00		4.78	5.00	5.00		4.78

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-035
SOLICITATION NAME: PAVEMENT LEVELING SERVICES
PROJECT #: N/A

Bid Opening Date	May 22, 2025	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	583
Number of Submissions:	3
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	3
Number of No Bids	5
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder. Three responses were received. Upon review, all submittals were deemed responsive.

The three responses were sent to the evaluation committee for further review.

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

Recommended Vendor(s):	Kaitlin Kent Enterprises, Inc
Contract Term:	One year with four optional one-year renewals

Benjamin Sutton	06/30/2025
Submitted By	Date

Tab Sheet
BVB #2025-035
Pavement Leveling Services

				FoamWorks (PJM Construction dba FoamWorks)		KKE Inc. (Kaitlin Kent Enterprises Inc.)		Nortex Concrete Lift and Stabilization	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Pavement Leveling Services	100000	LBS	$3.45	$345,000.00	$3.40	$340,000.00	$3.50	$350,000.00
2	Joint Grinding 0 - 12 Linear Feet	50	LF	$0.10	$5.00	$3.95	$197.50	$15.00	$750.00
3	Joint Grinding 13 - 120 Linear Feet	1000	LF	$0.50	$500.00	$3.75	$3,750.00	$3.00	$3,000.00
4	Joint Grinding 121 - 600 Linear Feet	3000	LF	$1.00	$3,000.00	$3.50	$10,500.00	$4.00	$12,000.00
5	Joint Grinding 601 - 3001 Linear Feet	4000	LF	$2.00	$8,000.00	$3.25	$13,000.00	$4.00	$16,000.00
6	Joint Grinding 3001 + Linear Feet	5000	LF	$1.00	$5,000.00	$2.50	$12,500.00	$3.00	$15,000.00
7	Soil Densification 4 FT - 8 FT	15000	LBS	$4.00	$60,000.00	$3.95	$59,250.00	$4.25	$63,750.00
8	Soil Densification 8 FT - 15 FT	15000	LBS	$4.50	$67,500.00	$4.00	$60,000.00	$3.75	$56,250.00
9	Soil Densification 15 FT +	10000	LBS	$5.00	$50,000.00	$4.15	$41,500.00	$3.00	$30,000.00
				Total Price	$539,005.00		$540,697.50		$546,750.00

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to approve a work authorization for material testing services for the 2025 Annual Street Maintenance project with WSB, for an amount not to exceed $67,114.00. (Figueroa)

Background Information:
The City has an active Master Agreement for Professional Services with WSB, established in 2022 and authorized by the City Council for a five-year term. This agreement enables the City to engage the firm on an on-call basis for various engineering services.

The proposed work authorization under this agreement allows WSB to perform materials testing services in support of the City's Annual Street Maintenance Program. These services will be conducted throughout multiple areas of the City where maintenance and full rehabilitation activities are scheduled to ensure the contractor is meeting design standards.

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

Supporting Documents:
1. Work Authorization
2. Staff Presentation

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

Staff Recommendation:

Staff recommends awarding the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 WSB	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **WSB** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	2025 ASM		
Engineer Project #:	R-030964	**Work Authorization Date:**	
Engineer:	WSB		
Purchase Order#:		**Project #:**	ASM2025R
Engineer Representative	Kelly Selman, P.E.	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Kelly Selman, P.E.
Signature	Signature
	Kelly Selman, P.E.
Printed Name & Title	Printed Name & Title
	6-25-2025
Date	Date

Exhibit A

Scope of Work

WSB will provide materials testing services for the 2025 ASM.

Exhibit B

Estimate of Material Testing

To: Drew Jenks
City of Celina
djenks@celina-tx.gov

Project: 2025 ASM
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	20	Each	$ 242.00	$ 4,840.00
114	Flexbase Proctor	2	Each	$ 360.00	$ 720.00
193	Atterberg Limits	22	Each	$ 80.00	$ 1,760.00
333	Pulverization Gradation	18	Each	$ 19.00	$ 342.00
200	Depth Checks	18	Each	$ 19.00	$ 342.00
287	Sampling Fee	20	Hourly	$ 70.00	$ 1,400.00
187	Densities on Embankments/Utilities - Tech Time	112	Hourly	$ 70.00	$ 7,840.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	109	Each	$ 15.00	$ 1,635.00
201	Proof Roll Inspection/Observation	16	Hourly	$ 70.00	$ 1,120.00
700	Trip Charges	50	Each	$ 130.00	$ 6,500.00
500	Reporting	80	Each	$ 20.00	$ 1,600.00
	Hydraulic Cement Concrete				
321	Making & Curing Concrete (Set of 4)	24	Each	$ 83.00	$ 1,992.00
301	Compressive Strength Curing and Disposal (EA)	96	Each	$ 28.00	$ 2,688.00
206	Rebar Inspection	20	Hourly	$ 70.00	$ 1,400.00
184	CPU - Per Set	24	Each	$ 10.00	$ 240.00
306	ACI Certified Technician	30	Hourly	$ 70.00	$ 2,100.00
700	Trip Charges	24	Each	$ 130.00	$ 3,120.00
500	Reporting	83	Each	$ 20.00	$ 1,660.00
	Asphalt				
135	Asphalt Concrete Pavement production testing including	12	Per Sample	$ 420.00	$ 5,040.00
	Specific Gravity, A.C. %, Gradation, & Marshall Stability				
145	Roadway Density, Percent Air Voids	12	Set	$ 60.00	$ 720.00
306	Asphalt Concrete Pavement Core Extraction	24	Hourly	$ 70.00	$ 1,680.00
132	Cutting Core Sample up to 8" Depth per core (Equipment Only)	24	Each	$ 60.00	$ 1,440.00
160	Patching	24	Each	$ 30.00	$ 720.00
140	Roadway Compaction Densities	120	Hourly	$ 70.00	$ 8,400.00
306	Estimated Tech Time	24	Hourly	$ 70.00	$ 1,680.00
700	Trip Charges	30	Each	$ 130.00	$ 3,900.00
500	Reporting	80	Each	$ 20.00	$ 1,600.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	1	Hourly	$ 140.00	$ 140.00
244	Administration	4	Hourly	$ 80.00	$ 320.00
				TOTAL =	$ 67,114.00

*Density charge rate is $70.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
WSB has a standard standby time charge rate of $70.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours WSB may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Josh Golleher
Director of Materials
Jgolleher@wsbeng.com

6/24/2025
Date

Accepted by:

Signature

Print

Date

3522 Sam Rayburn Hwy | Melissa, TX | 75454 | 469.907.5500 | WSBENG.COM

Exhibit C

Timeline/Schedule

Timeline to follow construction award.

Exhibit D

Deliverables

All reports will be sent in a timely manner as the work progresses.

2025 ASM MATERIAL TESTING

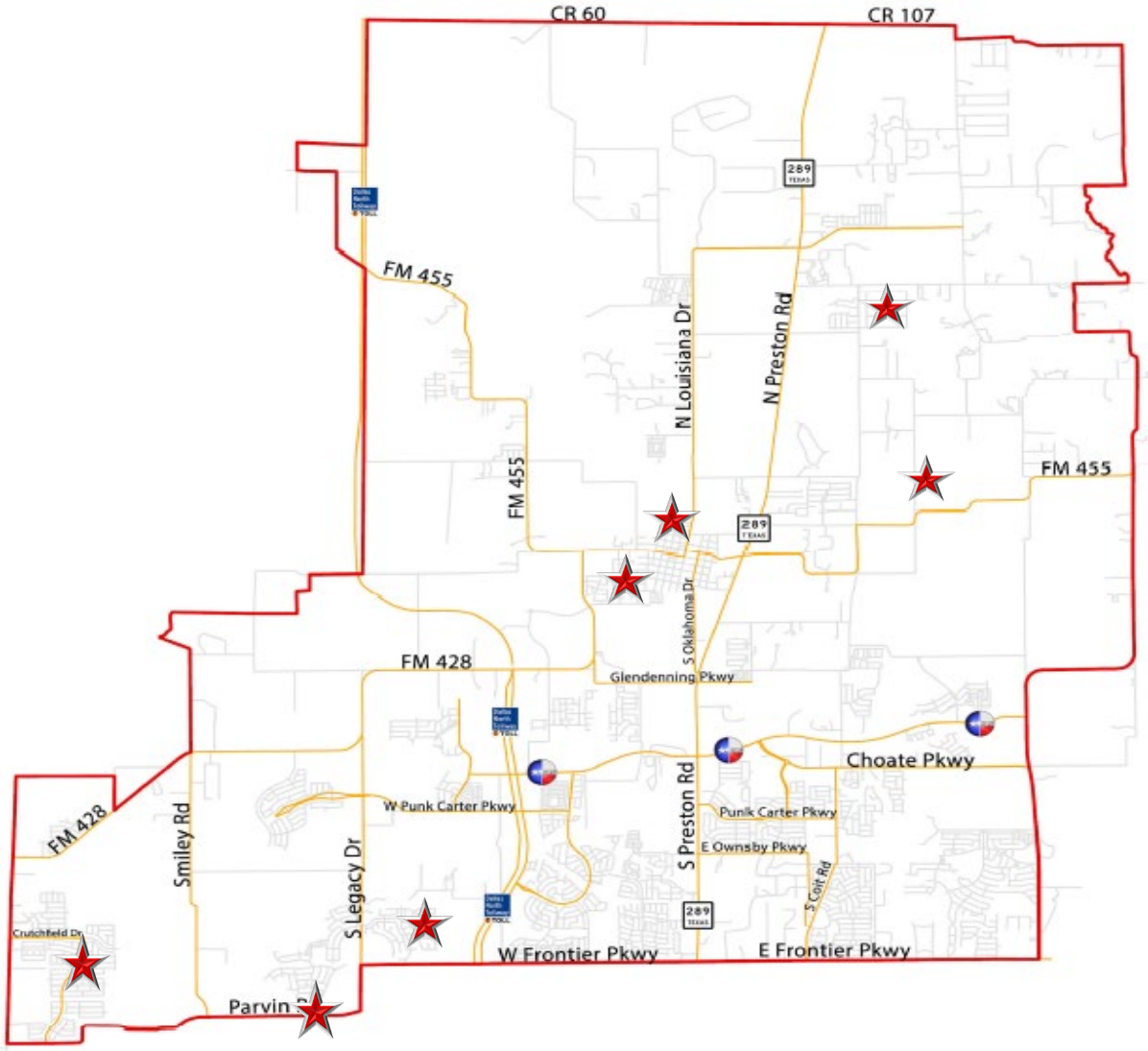
WORK AUTHORIZATION

July 08, 2025

Andrew Figueroa
Director of Public Works



LOCATION MAP



INTRODUCTION

- Consider and act to approve a work authorization for material testing services for the 2025 Annual Street Maintenance project with WSB, for an amount not to exceed $67,114.00.
- The City has an active Master Agreement for Professional Services with WSB, established in 2022 and authorized by the City Council for a five-year term. This agreement enables the City to engage the firm on an on-call basis for various engineering services.
- The proposed work authorization under this agreement allows WSB to perform materials testing services in support of the City's Annual Street Maintenance Program.
- Funding is available in the current budget. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

WORK SCOPE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	20	Each	$ 242.00	$ 4,840.00
114	Flexbase Proctor	2	Each	$ 360.00	$ 720.00
193	Atterberg Limits	22	Each	$ 80.00	$ 1,760.00
333	Pulverization Gradation	18	Each	$ 19.00	$ 342.00
200	Depth Checks	18	Each	$ 19.00	$ 342.00
287	Sampling Fee	20	Hourly	$ 70.00	$ 1,400.00
187	Densities on Embankments/Utilities - Tech Time	112	Hourly	$ 70.00	$ 7,840.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	109	Each	$ 15.00	$ 1,635.00
201	Proof Roll Inspection/Observation	16	Hourly	$ 70.00	$ 1,120.00
700	Trip Charges	50	Each	$ 130.00	$ 6,500.00
500	Reporting	80	Each	$ 20.00	$ 1,600.00
	Hydraulic Cement Concrete				
321	Making & Curing Concrete (Set of 4)	24	Each	$ 83.00	$ 1,992.00
301	Compressive Strength Curing and Disposal (EA)	96	Each	$ 28.00	$ 2,688.00
206	Rebar Inspection	20	Hourly	$ 70.00	$ 1,400.00
184	CPU - Per Set	24	Each	$ 10.00	$ 240.00
306	ACI Certified Technician	30	Hourly	$ 70.00	$ 2,100.00
700	Trip Charges	24	Each	$ 130.00	$ 3,120.00
500	Reporting	83	Each	$ 20.00	$ 1,660.00
	Asphalt				
135	Asphalt Concrete Pavement production testing including	12	Per Sample	$ 420.00	$ 5,040.00
	Specific Gravity, A.C. %, Gradation, & Marshall Stability				
145	Roadway Density, Percent Air Voids	12	Set	$ 60.00	$ 720.00
306	Asphalt Concrete Pavement Core Extraction	24	Hourly	$ 70.00	$ 1,680.00
132	Cutting Core Sample up to 8" Depth per core (Equipment Only)	24	Each	$ 60.00	$ 1,440.00
160	Patching	24	Each	$ 30.00	$ 720.00
140	Roadway Compaction Densities	120	Hourly	$ 70.00	$ 8,400.00
306	Estimated Tech Time	24	Hourly	$ 70.00	$ 1,680.00
700	Trip Charges	30	Each	$ 130.00	$ 3,900.00
500	Reporting	80	Each	$ 20.00	$ 1,600.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	1	Hourly	$ 140.00	$ 140.00
244	Administration	4	Hourly	$ 80.00	$ 320.00
				TOTAL =	$ 67,114.00

QUESTIONS?

Life Connected.

Strategic Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Bradley Kearney, Strategic Services Director
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to award Bid 2025-031 for holiday lighting installation, maintenance, and storage services to Premier Lighting Enterprises, LLC, at the unit prices listed, not to exceed the annual budgeted amount. (Kearney)

Background Information:
The City has an existing contract for the installation, maintenance, and storage of holiday decorations for Downtown (the square, City facilities, Walnut Street, and Pecan Street), which is expiring. The City issued a bid for these services for a one-year contract with four optional one-year renewals. The contractor will install, maintain, remove, and store all the City's holiday decorations for Downtown, as well as ensure that the lights remain operational throughout the holiday season.

Bidders were scored based on five similar projects they have completed (40%), their ability to meet the City's objectives (30%), their cost of services (20%), and the discount they offered from their catalog for purchasing new decorations (10%). Of the five bidders, one recommended using their franchise in Abilene, TX, to provide services, which would likely limit their ability to provide on-call maintenance throughout the season. Another bidder did not demonstrate experience with lighting and decoration projects as complex as the City's, with all similar projects totaling $12,000 or less. Of the final three bidders that are based in DFW and had adequate experience, Premier Lighting was the only bidder to provide information on hanging curtain lights in a manner that protects the older buildings in Downtown. They stated that they fabricate custom support systems to ensure that weight of curtain lights do not impact parapet walls or other features of older buildings. Premier also highlighted their efforts to install decorations during non-peak business hours to not interfere with local businesses. While Premier was the highest bid cost, they received the highest score for their experience and ability to meet the City's objectives.

The contract also includes pricing for potential expansions to the City's existing decorations, as

well as the replacement of string lights and decorations on the main Christmas tree in the Square. The contract allows for additional decorative purchases as authorized by the annual budget.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Agreement
3. Agenda Recap
4. Scoring Summary by Department
5. Bid Tabulation by Supplier Summary

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

Staff Recommendation:
Staff recommends awarding the contract as presented.

HOLIDAY LIGHTING CONTRACT

City Council Meeting
July 8, 2025



BACKGROUND

- Contract to install, take down, store, and maintain holiday decorations for Downtown and the Square, including
  - Main tree, decorations on city facilities, garland on light poles, curtain lights, Founders Park decorations, etc.
  - Tree wraps
- Current five-year contract is expiring this year
- One-year contract with four one-year renewals for a total of five possible years
- Includes necessary replacement of string lights and ornaments on Christmas tree in the square
- Provides opportunity to purchase additional decorations or expand decorations

RESPONSES

- Received 5 responsive bids
  - 5 total bids
  - 2 no bids
- Two bidders received low scores
  - Lack of experience with projects of a similar scope and size
  - Location outside of DFW
- Three bidders had experience with projects of a similar size
- Premier scored the highest
  - Specific approach to protect older buildings when installing curtain lights
  - Schedule installation to minimize impact to local businesses
  - Most demonstrated experience

DETAILS

- Costs
  - Installation, removal, maintenance, and storage = $99,425
  - Christmas tree replacement lights and ornaments = $35,893
  - Various pricing for potential future additions
- Staff recommends contracting with Premier for these services

QUESTIONS?

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (City), and **Premier Lighting Enterprises LLC** (Provider) for **RFP 2025-031 Holiday Lighting Installation, Maintenance, and Storage** (Services). 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 **Holiday Lighting Installation, Maintenance, and Storage**. The Provider agrees to provide Services in accordance with the terms and conditions as set forth in this Agreement and 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.** Installation, maintenance, removal, and storage of City owned and leased Christmas lighting and décor.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement, and work will commence as outlined in Exhibit A.
4. **CONTRACT PERIOD.** The contract period for this Agreement is for one year with four optional one year renewal periods.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in the table below, and incorporated herein by reference.

Line Item	Description	UOM	Price
1	Lump Sum each year for Installation, Maintenance, Removal, and Storage of the City's current inventory of holiday lighting and decorations.	EA	$99,425.00
2	Curtain Wall Light Replacement or Additions	SQ FT	$9.00
3	Future Curtain Wall Light Installation, Removal, and Storage	SQ FT	$4.60
4	Future Large Tree (40' tall or greater) wrapped trunk and limbs in warm white minis. 360 ' wrap of canopy in warm white C9s.	EA	$6,000.00
5	Future Medium Tree (20' to 40' tall) wrapped trunk and limbs in warm white minis. 360 ' wrap of canopy in warm white C9s.	EA	$2,500.00
6	Future Small Tree (under 20' tall) wrapped trunk and limbs in warm white minis. 360 ' wrap of canopy in warm white C9s.	EA	$1,000.00
7	Enter the amount of discount off catalog for future purchases.	Percent	15
8	One time re-lighting of the Large Christmas tree including new ornaments	EA	$35,893 .00

6. **PAYMENTS.** Payments will be processed on a net 30 basis after the City's receipt of an invoice or as set forth in **Exhibit A – Request for Proposal.**
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-tx.gov**.
8. **INFORMATION PROVIDED BY THE CITY**. Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of the information it furnishes to the Provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A, B, C, and D 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 Mailing Address**
Attn: Contracts	Premier Lighting Enterprises LLC
142 N. Ohio	24 Kepler Rd
Celina, TX 75009	Van Alstyne, TX 75495
Purchasing@celina-tx.gov	

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

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

29. **CONTRACT DOCUMENTS**

    1. This Agreement;
    2. All Addenda;
    3. Exhibits to this Agreement:
        A. Request for Proposal Specification
        B. Provider’s Bid Response
        C. Insurance Requirements
        D. Provider’s Best and Final Offer (BAFO)

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

   A. Written Amendments;

   B. Work Change Directives;

   C. Change Order(s).

The documents listed in paragraph 29 are attached to this Agreement (except s expressly noted otherwise above).

EXECUTED in single or multiple originals.

CITY OF CELINA	**PROVIDER**
	Justin Lubbers
Robert Ranc, City Manager	Justin Lubbers - Owner Type/Print Name and Title
Date	6/25/25 Date

Life Connected.

CITY OF CELINA

REQUEST FOR PROPOSAL

HOLIDAY LIGHTING INSTALLATION, MAINTENANCE, AND STORAGE
RFP #2025-031

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

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

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

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

Respondents are prohibited from contacting any City employee outside of the Purchasing Department. All questions must be submitted through Ionwave, and answers will be posted to Ionwave.

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2. INSURANCE REQUIREMENTS
3. W9
4. CONFLICT OF INTEREST
5. INVENTORY
6. DOWNTOWN MAP
7. PHOTOS

SECTION 1: INSTRUCTIONS

1.1. **Proposer Responsibility** It is the responsibility of each Proposer before submitting a proposal:

1.1.1. To thoroughly examine the specification documents and other related data identified in the proposal documents, visit the site to become familiar with and satisfy the Proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.

1.1.2. Federal, state, and local laws and regulations must be considered, as these may affect costs, progress, performance, or furnishing of the work.

1.1.3. To study and carefully correlate the Proposer's knowledge and observations with the contract documents and other related data.

1.1.4. To promptly notify the City's Purchasing Director of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in or between the contract documents and such other related documents.

1.2. **Submission**

1.3. For a submission to be considered responsive, respondents must complete all requested documentation/forms. Failure to provide the requested information in the requested format may cause your submission to be deemed non-responsive.

1.3.1. The City's preference is electronic submission. Refer to Section 4 for detailed submission instructions.

1.3.2. All required forms and other documentation must be submitted (complete and signed, if required). Documentation submitted that is incomplete or unsigned will not be accepted.

1.3.3. **To consider the response, all response documents must be completed in full and uploaded to the Response Attachments Tab in Ionwave.**

1.3.3.1. **W9 –** Download and complete the form. The form must be the most current version from the IRS, completed in full and signed. Signatures may not be older than 30 days.

1.3.3.2. **Conflict of Interest Form** – Download and Complete the form. If there is no conflict to disclose, enter your company name in box 1, write none in box 3, write none in box 44, and check NO, sign and date the form.

1.3.3.3. **Non-Resident Bidder** – Download and Complete the form.

1.3.3.4. **Statement of Qualifications Form** – Download and Complete the form. This form is used to evaluate the submission. Please do NOT skip sections, delete a section, or say see attached. Additional documents will not be considered during the evaluation.

1.3.3.5. **1295 –** Follow the instructions for completion of the online form. Attached the signed completed form to the response tab.

1.4. **Information/Questions**

1.4.1. All questions must be submitted through the City's electronic bidding service by the stated deadline. The questions and answers will be posted online. Proposers are responsible for ensuring all answers are reviewed prior to the submittal date.

1.4.2. Answers provided to posted questions address minor irregularities and are for clarification purposes only. They do not revise or modify the specifications.

1.4.3. Answers to questions that result in revisions to the specification will be addressed by Addendum. No oral statement of any person shall modify or otherwise change or affect the specification.

1.5. **Ex-Parte Communication**

1.5.1. To ensure the fair evaluation of a solicitation, the City prohibits communication initiated by the Contractor/respondent to City personnel outside the Procurement Department during the solicitation and evaluation period.

1.5.2. Ex-Parte communication may be grounds for disqualifying the offending Respondent from consideration for the award.

1.6. **Proposals:**

1.6.1. Proposals are valid for 90 days from the closing date.

1.7. **No Offer/No Bid**

1.7.1. The City appreciates the time and effort you must expend to submit an offer. If you choose not to respond, please indicate any requirement that may have influenced your decision.

1.8. **Inclement Weather:**

1.8.1. If inclement weather occurs and City offices are officially closed on the due date, responses will be received until 3:00 PM of the following business day.

1.9. **Acceptance:**

1.9.1. It is understood that the City of Celina reserves the right to accept or reject any and/or all proposals as it deems to be in the best interest of the City.

1.9.2. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest Proposal.

1.9.3. The Contract shall be awarded to the responsible Proposer whose Proposal is determined to be the lowest and best-evaluated offer resulting from evaluation and negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for Proposal.

1.10. **Submittal Of Confidential Material:**

1.10.1. The Owner considers all Proposal information, documentation, and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary and, therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the Contract except for trade secrets and confidential information which the Offeror identifies as proprietary.

1.10.2. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY must be clearly marked on each applicable page by the Proposer. Marking your entire Proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.11. **Insurance**

1.11.1. ALL RESPONDENTS must submit and agree to maintain insurance during the term of the Contract in accordance with the City's Insurance Requirements attached as Exhibit 2.

1.11.2. Prior to executing this Contract, the successful Firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration, and renewal certificates shall also be supplied upon expiration.

1.11.3. The City utilizes MyCOI to verify and monitor insurance requirements. The successful firm shall notify their agent of this requirement and authorize updates and renewal certificates as requested.

2. Specification/Scope of Work

2.1. Definitions

2.1.1. **City:** City of Celina

2.1.2. **Contractor:** The individual, firm, or company selected through this procurement process that enters into an agreement with the City to provide holiday lighting and decoration services, including installation, maintenance, removal, and storage, in accordance with the terms and conditions outlined in this RFP.

2.2. Background

2.2.1. The City of Celina is seeking qualified firms to submit proposals to establish a multiple-year contract to provide holiday lighting and decoration, installation, removal, and storage. Proposals should include the complete cost of the products, aerial equipment, and labor for lighting installation, maintenance, and removal. A current list of items owned by the city can be found in Exhibit 5. The City reserves the right to award to multiple Contractors. Since the City is rapidly growing, we will continue to make future acquisitions, so it's in our best interest to have full access to the contractor's catalog of goods at a percentage discount noted in the bid form. The City reserves the right to purchase future holiday decorations from separate vendors and incorporate their installation, removal, and storage into this contract via amendment.

2.2.2. The Contractor shall begin installing the holiday lighting and decorations after the first Friday of November, complete the installation and testing, and be ready to go live by the Friday after Thanksgiving. Removal shall begin after New Years Day and be completed by January 10.

2.2.3. If the incumbent vendor is not awarded the new contract, the winning contractor will coordinate the safe transfer of City-owned inventory (Exhibit 5) and must include any such costs in their proposed annual lump sum.

2.3. Term

2.3.1. **Initial Term:** The contract will last one year from the agreement's effective date.

2.3.2. **Renewal:** The contract may be renewed for up to four (4) additional one-year terms upon mutual written agreement between the City and the Contractor. Renewal will be contingent upon satisfactory performance, availability of funds, and continued need for services. The City reserves the right to negotiate pricing, terms, and scope adjustments before each renewal period.

2.3.3. **Termination for Convenience:** The City reserves the right to terminate this contract, in whole or in part, at any time for its convenience and without cause by providing the Contractor with at least thirty (30) days' written notice. In the event of such termination, the Contractor shall be entitled to payment for services satisfactorily performed up to the effective termination date, but shall not be entitled to any additional compensation, including lost profits or costs related to unperformed work.

2.4. Minimum Requirements

2.4.1. The Contractor must have been in business for at least **five** years. Experience with commercial/municipal lighting projects is preferred.

2.5. **Scope of Work - Holiday Decorations**

2.5.1. **Installation:** The Contractor shall propose all costs associated with the installation, maintenance, removal, and storage of the items listed in Exhibit A. The Contractor shall run all extension cords and associated appurtenances and connect all lights/displays to receptacles. Lighting must be tested after installation - breakers will be flipped as necessary to allow testing.

- No nails or screws shall be used to penetrate the trees to secure extension cords or lights, and trees must be treated with adequate care to prevent damage or breakage.
- Any trimming of branches must be coordinated with the City of Celina.
- The Contractor shall notify the City immediately if any electrical issues or problems are discovered during installation. The City has a separate electrical services contract and all repairs/modifications, not related to the holiday lighting/decorations themselves, must go through that contractor.
- The Contractor shall provide all safety equipment, training, and apparel to individuals performing services.
- All work must comply with applicable federal, state, and local laws, codes, and safety regulations, including OSHA standards.
- The Contractor shall supply all necessary tools, materials, and aerial equipment (e.g., lifts, bucket trucks) to complete the project.
- The installation area is active during the day and at night. It is located in a local commercial district with limited parking and high pedestrian activity. Local business access cannot be blocked for long periods of time, and the operations of the City Hall located at 142 N. Ohio St. may not be impeded during business hours. Please coordinate with designated staff before installation and removal.

2.5.2. **Appearance of Lighting**

2.5.2.1. Trees will be installed with the following specifications:

2.5.2.1.1. Total Canopy Wrap – A 360-degree outside wrap of all foliage using warm white C9 bulbs.

2.5.2.1.2. Trunk Wrap – wrap lights around the trunk of the tree in a horizontal manner from the ground up the turnk and up the limbs where appropriate, maximum spacing shall be 4” between the rows of lights. Using warm white mini lights.

2.5.2.1.3. Limb wrap – wrap strings around the limbs of the trees; secure them properly with a maximum distance between the rows of lights shall be 4-6”; wrap all major limbs and work strings onto smaller limbs from the ground up. Using warm white mini lights.

2.5.3. **Electricity**

2.5.3.1. The Contractor shall follow UL requirements on the allowable number of strings plugged together; wiring splices shall meet electrical code.

2.5.3.2. Contractor is responsible for distributing the load of the lights and décor. City can schedule a city electrician to show contractor specific plugs if needed prior to installation.

2.5.3.3. Permanent electrical sources will be provided at all sites where lights are installed. The contractor is responsible for plugging in all lights and décor to the appropriate sources. During the testing phase, the Contractor should test all timers to ensure that all lights and décor work properly.

2.5.4. **Maintenance & Service Calls:** The Contractor shall provide repair and/or service of malfunctioning lights during the contract period. The Contractor shall be responsible for weekly inspection and maintenance of lighting to ensure that lights are operational.

- The Contractor must provide a dedicated point of contact (name, phone number, and email) available 24/7 for maintenance and service call requests.
- The City intends to maintain 90% illumination of all light strings and bulbs.
- The City will report outages or malfunctions via phone or email. The Contractor shall confirm receipt within one (1) hour of notification.
- The Contractor must dispatch a technician to assess and repair the issue within 8 hours of notification. If the issue poses a safety hazard (e.g., exposed wiring, fallen decorations, or electrical failures), the response must be immediate.
- Repairs/replacements shall be documented via email within 48 hrs and must include the date/time of the request, actions taken, photo, and resolution.
- The Contractor is responsible for replacing and repairing bulbs, light strings, fuses, and electrical distribution on anything the contractor has installed (including city-owned and leased items).
- Any repair outside the standard service level, noted in the previous bullet point and included in the annual lump sum, requires a formal quote and approval from the designated City representative via purchase order before any such repair shall be performed.
- Any recurring or large-scale electrical issues must be reported to the City and will be addressed via the City's electrical services contract.
- The Contractor will be required to be on-site during our annual Christmas on the Square event, held typically every 1st Wednesday after Thanksgiving. They must arrive no later than 5:00 PM and stay until at least 9:00 PM.

2.5.5. **Removal & Storage:** The Contractor is responsible for safely removing all items. Trees, poles, buildings, and structures must not be damaged during removal. Any damage caused must be reported and repaired at the Contractor's expense. Before storage, the Contractor shall inspect and document the condition of all items, ensuring:

- All lights and decorations are functional before being packed.
- Cords and wiring are not frayed, cut, or damaged.
- Bulbs are intact and secure, with replacements noted if needed.
- Mounting hardware, clips, and fasteners are accounted for and not bent or broken.
- Inflatable decorations (if applicable) are fully deflated and checked for punctures.
- Electrical components are properly labeled and stored in weather-resistant containers.
- All items must be stored in a climate-controlled facility to prevent damage from extreme temperatures, humidity, or UV exposure.
- Items must be organized and labeled for easy identification and retrieval.
- Decorations must be stacked securely to avoid crushing or warping.
- A complete inventory list must be provided to the City after storage, noting any damages or replacements needed before the next season.

- Replacements shall be proposed via a formal quote to the designated City representative no later than January 30th. The City reserves the right to delay replacements as it deems necessary. No replacements shall occur until approval from the designated City representative via purchase order is received.

2.5.6. **Estimated Annual Budget**: $80,000 - $100,000

2.5.7. **Transfer of Services**: If the current vendor fails to participate or is not awarded the next contract, it will be the responsibility of the winning vendor to make arrangements for the safe and expedient transfer of the City's inventory. Any costs associated with said transfer should be included in the annual fee on line item 1 of the bid form.

3. EVALUATION

3.1. **Evaluation**: All proposals will be evaluated by a Proposal Evaluation Committee, which will recommend the selected Proposer to City Council for award. Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews may be conducted with the top-ranked proposers. On an as-needed basis, the Committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc., and any other procedures or due diligence considered necessary for determining the best overall Proposal to provide the requested services.

3.2. **Statement of Qualifications form**: Respondents may NOT modify this document. The document must be completed in the same format as the original document.

3.2.1. Complete the form in its entirety.

3.2.2. Do not delete questions or move them. The uniformity of the forms allows for ease of evaluation.

3.2.3. Changing the form or deleting questions will deem the submission as Non-Responsive.

3.3. The City is not obligated to award a contract from this RFP. The City reserves the right to reject all proposals.

3.4. **Initial Evaluation**: An initial evaluation will be conducted by Purchasing staff to determine if the Respondent has complied with the requirements of the RFP, including but not limited to the completion of required documentation.

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

Evaluations will be based on the following evaluation criteria:

- 40 Points Experience/References, including previous work with the City
- 30 Points Ability to Meet the City's Objectives
- 20 Points Cost of Services
- 10 Points Catalog discount

- 100 Total Possible Points

3.6. **Award**:

3.6.1. **No Interviews -** If interviews are not conducted, the award will be based on the Contractor with the highest point total.

3.6.2. **Interviews -** Should the City conduct interviews, the interviewed firms will be ranked by the evaluation firm as follows:

- 1 – First Choice
- 2 – Second Choice
- 3 - Third Choice

Ranking will be tabulated, and the firm with the lowest score will be selected.

3.7. **Meetings:**

In fairness to all firms, requests for interviews or private meetings prior to the closing time and date will not be permitted. The city may request interviews with selected firms after the closing date. Selection may be made strictly from the information provided in the RFP. However, the City reserves the right to conduct interviews with and request presentations from any respondents. If interviews are needed, the expected times will be listed in the Activities tab of the eProcurement System.

3.8. **Selection and Award**:

If the City is unable to reach an agreement with the first-ranked Proposer, the City shall terminate further discussions with the first-ranked Proposer and commence negotiations with the next-ranked Proposer in the order of the selection ranking until an agreement is reached, or all Proposals are rejected.

Time is of the essence, and the award of the Contract to the successful Proposer is expressly conditioned upon the Proposer's execution and delivery of the Contract and delivery of all required bonds and insurance within ten (10) calendar days after the successful Proposer is notified.

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

4. SUBMITTAL PROCEDURES

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

4.2. **Bid Submittals:** Responses shall be submitted on the forms provided to ensure complete uniformity of wording of all solicitations. Responses may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

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

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

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

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

i) Contact Purchasing at purchasing@celina-tx.gov.

ii) Click the HELP link after logging in on the top right of your screen.

2025-031 Addendum 3
Premier Christmas
Premier Lighting Enterprises, LLC
Supplier Response

Event Information

Number: 2025-031 Addendum 3
Title: Holiday Lighting Installation, Maintenance, and Storage
Type: Request for Proposal
Issue Date: 4/11/2025
Deadline: 5/7/2025 10:00 AM (CT)
Notes: The City of Celina (City) is seeking proposals from vendors for Holiday lighting installation, maintenance, and storage.

Virtual Bid Opening Registration: https://events.gcc.teams.microsoft.com/event/2f9b3e1d-ea7d-4965-836c-6e394d232bad@b924faa7-d738-4b31-bf7e-2855b4b2b11e

Contact Information

Contact: Ryan Quigley
Address: Purchasing

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

Premier Christmas Information

Contact: Justin Lubbers
Address: 24 Kepler Rd
Van Alstyne, TX 75495
Phone: (903) 714-0106
Toll Free: (855) 426-4544
Email: justin@premierchristmas.com
Web Address: premierchristmas.com

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

Justin Lubbers
Signature

justin@premier-christmas.com
Email

Submitted at 5/2/2025 03:19:00 PM (CT)

Requested Attachments

00-401 Non Resident Bidder Form

Section_00401-_Contractor_Compliance_Non Resident Bidder Signed.pdf

Complete the Non Resident Bidder form located in the Attachments Tab and upload here.

CIQ - Conflict of Interest

Exhibit 4 CIQ Signed.pdf

Complete the CIQ form located in the Attachments Tab and upload here. If no conflicts exist please still complete boxes 1 and 7.

W9

Premier W9 - 2025.pdf

Complete the W9 form located in the Attachments Tab and upload here. Please ensure that form is signed.

Form 1295

Form 1295 Notarized.pdf

Complete the form 1295 electronically and upload the signed form here. Instructions on how to do so can be found in the attributes.

Catalog

Catalog.pdf

Provide a catalog(s) of items for purchase along with pricing.

Sample Work

Premier Christmas Flipbook.pdf

Provide a portfolio demonstrating your ability to provide the services requested.

Bid Attributes

1	**Electronic Submission** ***The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.***
2	**Bid Acceptance** All bids will remain subject to acceptance for a period of 120 days.

3 **Retracting Your Bid - Making Modifications after submission.**

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

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

4 **Local Preference Policy**

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

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

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

Applications for local preference may downloaded from the City's Procurement website located here.

5 **Non-Collusion**

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

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

☑ I certify that the statement is accurate and true.

6 **Contact Person**

Name and Title

Justin Lubbers

7 **Contact Person Phone**

(903) 714-0106

8	**Contact Person Email** justin@premierchristmas.com
9	**Years in Business** 14
10	**Office Location** Please list your corporate office location and any branch locations in Texas. 24 Kepler Rd Van Alstyne, TX 75495
11	**Business Name** Has your business operated under the same name? If no, under what former name has your organization operated? Yes. Premier Lighting Enterprises, LLC, DBA Premier Christmas.
12	**Binding Official** The name of the binding official granted the power to execute agreements. Justin Lubbers
13	**Binding Official Email Address** justin@premierchristmas.com
14	**Licensing** List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not. Electrical contractors license TECL #38053.
15	**SB 252** By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization. ☑ I certify that the statement is accurate and true.
16	**HB 89 ISRAEL** By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract. ☑ I certify that the statement is accurate and true.
17	**SB 13 Boycotting Energy Companies** By checking the box, I the authorized representative for the submitting firm certify for this solicitation that: 1. My firm does not boycott energy companies; and 2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract. ☑ I certify that the statement is accurate and true.

18 SB 19 Firearm and ammunition industries

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

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

☑ I certify that the statement is accurate and true.

19 Felony Conviction

State in the space provided one of the following:

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

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

20 Risk 1: Taxes - Local

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

Yes

21 Risk 2: Taxes - State/Federal

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

Yes

22 Risk 3: Audit/Investigation

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

Yes. We underwent a state sales tax audit in 2023. The audit found no tax due and was closed.

23 Risk 4: Debarrment

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

No

24 Risk 5: Bonding

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

No

25 **Risk 6: Licensing**

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

No

26 **Risk 7 Contract Default**

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

No

27 **Risk 8 Contract Termination**

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

No

28 **Risk 9 Claims and Suits**

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

No

29 **Risk 10 Claims and Suits**

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

No

30 **Exceptions / Comments**

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

None.

31 **ACH**

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

32 **Public or Private**

Is your business publicly traded?

No

33 **Ex-Parte Communication**

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

34 **Invoices**

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

35 **State of Texas Registration**

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

Texas Taxpayer #3-20451-7604-0

36 **Certificate of Interested Parties Electronic Filing Form 1295**

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

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

☑ Acknowledge

37 **Insurance**

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

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

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

☑ I agree and will maintain the required insurance.

38 **Term of Contract - 1 Year plus 4 Renewal Periods**

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

- Both parties must be in agreement.
- Either party must notify the other within sixty days of intent not to renew the contract.

Certify in the field provided that you agree to this term.

Yes, we agree to this term.

39	**CPI Escalation** Vendors must hold their pricing for the first year of the contract. At the time of contract renewal the vendor may request a price increase based on the unadjusted Consumer Price Index for all Urban Consumers (CPI-U) for All Items in the Dallas-Fort Worth-area, as published by the United States Department of Labor, Bureau of Labor Statistics (the “Index”). Data can be found at BLS.gov. *No response*
40	**Notice to Cure** In the event that the vendor fails to perform the duties outlined, the City may send a notice to cure. If the vendor fails to correct the issues outlined in the notice by the date given the City reserves the right to cancel the contract. *No response*
41	**Reference Project Information 1 of 5**
42	**Project Name** The City of Coppell
43	**Project Location** Coppell, TX
44	**Owner** The City of Coppell
45	**Owner Contact Name** Steve Shore
46	**Owner Email** sshore@coppelltx.gov
47	**Project Completion Date** 2017-Current
48	**Short Description of Project** Installation of holiday decor for City Facilities and Parks, including a custom 46’ decorated Christmas tree.
49	**What is the value of the contract** $249,000
50	**Reference Project Information 2 of 5**
51	**Project Name** The City of Farmers Branch
52	**Project Location** Farmers Branch, TX

53	**Owner** The City of Farmers Branch
54	**Owner Contact Name** Jocelyn Avina
55	**Owner Email** jocelyn.avina@farmersbranchtx.gov
56	**Project Completion Date** 2019-Current
57	**Short Description of Project** Installation of holiday decor for City Facilities and Parks.
58	**What is the value of the contract** $175,000
59	**Reference Project Information 3 of 5**
60	**Project Name** The City of Ennis
61	**Project Location** Ennis, TX
62	**Owner** The City of Ennis
63	**Owner Contact Name** Haley Burnett
64	**Owner Email** hburnett@ennistx.gov
65	**Project Completion Date** 2022-Current
66	**Short Description of Project** Installation of holiday decor for City Facilities and Parks.
67	**What is the value of the contract** $82,000
68	**Reference Project Information 4 of 5**

69	**Project Name** The City of Princeton
70	**Project Location** Princeton, TX
71	**Owner** The City of Princeton
72	**Owner Contact Name** Meagan Petter-Bernard
73	**Owner Email** mpetter@princetontx.us
74	**Project Completion Date** 2024-Current
75	**Short Description of Project** Installation of holiday decor for City Facilities and Parks.
76	**What is the value of the contract** $100,000
77	**Reference Project Information 5 of 5**
78	**Project Name** Circuit of the Americas
79	**Project Location** Del Valle, TX
80	**Owner** Circuit of the Americas
81	**Owner Contact Name** Isaac Stehlik
82	**Owner Email** isaac.stehlik@thecircuit.com
83	**Project Completion Date** 2024
84	**Short Description of Project** Installation of Holiday Decor for Peppermint Parkway Drive-Through Experience.

85 **What is the value of the contract**

$605,000

86 **Statement of Understanding**

Provide a statement of understanding with regards to the scope of work and that your submittal is valid for 120 days.

I, Justin Lubbers, understand the scope of work and that our submittal is valid for 120 days.

87 **History of Services**

Provide a brief history of the firm and the services routinely provided.

Premier Christmas is a full-service company offering a wide range of commercial Christmas lighting, décor, pole banners, signage, and more. We design Christmas and other seasonal décor projects, provide the product, implement with installation/take-down services, and offer annual storage of all product. Our extensive background in the Christmas industry (over 14 years) has allowed us to serve shopping centers, malls, municipalities, theme parks, hotels, casinos, homeowners associations, and more.

88 **Project Staff**

Provide a list of Project Staff. Include name, job title and team responsibilities.

Justin Lubbers, Owner. Justin will oversee design, planning, installation, removal, and maintenance of the project. Zachary Lea, Project Manager. Zachary will assist in design, planning, installation, removal, and maintenance of the project. Scott Beckley, Graphic Designer. Scott will assist in project design for current and future decor. Lane Rodgers, Ramon Fierro, Jeremy Bunch - Additional project management support to lead the installation crew 6-8 technicians.

89 **Project Approach - Scheduling**

Detail your project approach with regards to scheduling and coordination.

September 1st-15th: Installation of rooftop framework for light curtains on Pecan St and Walnut St. This will take an estimated 3-4 days. October 1st - November 20th: Installation of tree lighting and light curtains on mutually agreeable dates. Preferred to be in the month of October and left powered down until the month of November. This will take a total of 5 days for the tree lighting and light curtains to be installed. Decor installation to occur on mutually agreeable days in the month of November by whatever deadline city staff provides. Ultimately we are flexible to accommodate installation time frame preference of the city. For removal: we will have all decor removed by January 10th, all lighting powered down by January 10th, and all lighting removed by January 31st.

90 **Project Approach - Installation Methods**

In detail please describe how you will install the lighting and decorations.

Premier Christmas will approach installation in the same manner as prior years as we have for The City of Celina since 2019. We will keep in close contact with city staff on preference of dates of service. Cone of dedicated parking for the day of installation of the Christmas tree and large decor and be prompt and efficient with install as not to be unnecessarily blocking space for longer than needed or for multiple days. We will install the majority of tree lighting and light curtains overnight, as not to disrupt business and take up parking with equipment. Provide all fall protection equipment for tree climbers and equipment operators. Trees to be trunk and branch wrapped with approximate 4" spacing between wraps. The large liveoaks to also include warm white C9s and twinkle lights in the foliage, placed at random in the foliage with aerial equipment. Christmas tree to be assembled with aerial equipment and proper rigging materials and climbing equipment. Light curtain framework to be custom fabricated and assembled on roofs, and lower framework to be attached to buildings or awnings and color matched as not to stand out visibly during the day time. All decor to be secured with proper rigging materials or weighted to be free-standing. All ground connections to be placed in dry-boxes to help eliminate GFCI issues.

91 **Project Approach - Maintenance**

Please describe how you intend to maintain the lighting provided during the holiday season.

We routinely have crews visit our installation sites for quality checks, and if we see any issues we handle them without engagement needed from the City. City staff will also have direct cell phone contact of a minimum of three staff members at Premier Christmas and provide immediate response times as we have in prior years. We run multiple dedicated service crews seven nights a week throughout the Christmas season. If our response to site results in finding no failure on our part, but rather electrical issues as the root cause (for which we are not the contractor), service call fees would apply and/or the city could engage us to make immediate repairs to restore power and not have a delay.

92 **Project Approach - Service Calls**

Please describe how you intend to handle service calls throughout the holiday season.

City staff will have direct cell phone contact of a minimum of three staff members at Premier Christmas and provide immediate response times as we have in prior years. We run multiple dedicated service crews seven nights a week throughout the Christmas season. If our response to site results in finding no failure on our part, but electrical issues as the root cause (for which we are not the contractor), service call fees would apply and/or the city could engage us to make immediate repairs to restore power and not have a delay.

93 **Project Approach - Removal and Storage**

Please describe your methods of removal and for organizing and storing our products for future use.

All materials to be properly packed and labeled in our custom made boxes specific for various items, or padded and shrink wrapped if not boxed. Items to be transported in enclosed box truck and taken to be stored at our 44,000sf staffed facility in Van Alstyne, TX. Items to be stored on commercial racking. It will take one day to remove all decor and power down all lighting on a mutually agreeable date by Jan 10th, and 4-5 days to remove all tree lighting, light curtains, and roof framework by Jan 31st.

94 **What services will be provided by sub-consultants?**

None. All quoted services to be provided by Premier Christmas.

95 **Sub Consultants**

Provide a list of all sub-consultants that will be used for this project and their respective backgrounds. If none, enter: NONE.

NONE.

96 **Exceptions / Comments**

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

NONE.

97 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

98 **Addendum 2**

Please acknowledge receipt of addendum 2.

☑ I acknowledge receipt of Addendum.

Bid Lines

1 Lump Sum each year for Installation, Maintenance, Removal, and Storage of the City's current inventory of holiday lighting and decorations.

Quantity: 1 UOM: EA Price: $99,425.00 Total: $99,425.00

Item Notes: The Contractor shall supply all necessary tools, materials, labor and aerial equipment (e.g., lifts, bucket trucks) required to complete the project. All fees (trip charge, surcharge, fuel charge, etc) associated with this annual service must be included.

Supplier Notes: CITY OWNED Installation/take-down/storage of the following City owned product:$20,655 -30' commercial tree & topper. -Custom tree riser platform. -Angel wing display. -Eight lit light pole garlands and bows on decorative light poles on interior of square. -Ten unlit light pole garlands and bows for poles around outer downtown square. -12 x 36" wreaths and 4 x 48" wreaths and bows for pavilion. -Gift box cluster sitting on southeast corner of gazebo, including (1) 48", (1) 42" and (1) 36" illuminated giftbox. LEASED MATERIALS Tree Lighting:$26,745 Price includes lease of all necessary materials, aerial equipment, installation, removal, and annual storage of the following: -Two large live-oak trees trunk and branch wrapped to foliage with an estimated 6,440 warm white minis per tree. Also, a 360 degree outside wrap of all foliage with warm white LED C9s. -Two medium trees on north corners, inside of square, moderate branch wrap of entire tree with an estimated 4,830 warm white minis per tree. (Will require temporary power to be provided by others) -One medium live-oak on south side of square close to roadway. Trunk and branch wrapped to foliage with an estimate 1,610 minis, and 360 degree outside wrap of foliage with warm white C9s. -Sixteen crepe myrtles (half on east and half on west side of pavilion). Trunks wrapped with warm white minis and outside canopy wrap also with warm white minis. Estimated 1,450 warm white minis per Crepe Myrtle. CITY OWNED LIGHTS AND PREMIER PROVIDED LUMBER FOR ROOF SUPPORT FRAMEWORK. Light Curtains:$27,000 All services associated with light curtains on north and south side of Pecan St. Includes lumber for roof support framework, assembly of customized installation method, takedown, and annual storage of all client owned product. CITY OWNED Founders Park:$4,100 Installation, take-down, and annual storage of the following client owned product: -(12) 36" lit and ornament decorated wreaths with 12" bows, spaced evenly across fence sections in north section of park. Ornamentation to match other ornaments on the square. -Magnetic warm white LED C9 lighting for the top of the fence in the north section of park. -Warm white LED C9 lighting for perimeter edges of gazebo. -12' lit and ornament decorated Christmas tree to sit inside of the gazebo. Includes starburst topper and ornamentation to match other ornaments on the square. CLIENT OWNED City Council Chambers: $2,325 Installation, take-down, and annual storage of the following client owned product: -Illuminated pole garlands and 36" red velvet bows to spiral wrap columns at City Council building. 72' linear feet of garland per column, 288' total. -Illuminated garlands for two outer rails on stairway leading to front entrance of City Council building. CITY OWNED LIGHTS AND PREMIER PROVIDED LUMBER FOR ROOF SUPPORT FRAMEWORK. Walnut Street Light Curtain: $18,600 Installation and takedown of approximately 35,280 LED miniature lights, and installation components to provide a light curtain from suite 302 to 312 (six spaces). All services and equipment associated with light curtains on building fronts along Walnut street.

2 Curtain Wall Light Replacement or Additions

(Line excluded from response total)

Quantity: 1 UOM: SQ FT Price: $54,185.00 Total: $54,185.00

Item Notes: Price includes the purchase of the mini lights as well as any parts needed for installation. Curtain wall lights are not to be anchored in any way to the perimeter wall due to the historical nature of the buildings.

Supplier Notes: THIS ENTIRE LINE ITEM IS FOR NEWLY PROPOSED LIGHT CURTAINS. ALL EXISTING LIGHT CURTAINS FROM PRIOR YEARS ARE COVERED IN BID LINE ITEM #1. Materials for proposed new light curtains for the 2025 season for the following locations:$11,610 -Hey Sugar -Annie Jack -Mayer Foods -New building under construction at southeast corner of Pecan & Ohio (North elevation only, not the west elevation) -Mangiamo Purchase of approximately 32,240 LED miniature lights, and installation components to provide new light curtains. Includes purchase of other installation components, such as lumber, paint, anchors, etc. Installation/takedown/storage for proposed new light curtains in the following locations: $12,825 -Hey Sugar -Annie Jack -Mayer Foods -New building under construction at southeast corner of Pecan & Ohio (North elevation only, not the west elevation) -Mangiamo All services and equipment associated with light curtains on buildings as shown in renderings included. Includes year one discovery work and installation method development. Once developed, the final installation method would need to be approved by facilities or other staff member of The City of Celina prior to installation, and permission must be granted in writing by each private property owner on the provided "Right of Entry Agreement". Materials for proposed new light curtains for the 2025 season for the following locations: $14,075 -Huddleston Building -Valley Vines -302 Walnut (adding in portion of east side) Purchase of approximately 40,000 LED miniature lights, and installation components to provide new light curtains. Includes purchase of other installation components, such as lumber, paint, anchors, etc. Installation/takedown/storage for proposed new light curtains in the following locations: $15,675 -Huddleston Building -Valley Vines -302 Walnut (adding in portion of east side) All services and equipment associated with light curtains on buildings as shown in renderings included. Includes year one discovery work and installation method development. Once developed, the final installation method would need to be approved by facilities or other staff member of The City of Celina prior to installation, and permission must be granted in writing by each private property owner on the provided "Right of Entry Agreement".

3 Future Curtain Wall Light Installation, Removal, and Storage

(Line excluded from response total)

Quantity: 1 UOM: SQ FT Price: $0.00 Total: $0.00

Item Notes: The cost to install, remove and store future curtain lights that the City may incorporate into their inventory.

Supplier Notes: This bid line item is fully addressed and itemized in bid line item #2. Also, if the city wishes to expand to additional locations beyond what is proposed in bid line item #2, we can provide additional design renderings/proposals at that time.

4 Future Large Tree (40' tall or greater) wrapped trunk and limbs in warm white minis. 360 ' wrap of canopy in warm white C9s.

(Line excluded from response total)

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: We would need to survey the specific tree(s) in consideration to confirm estimated quantity of lights, but price could be in the range of $3,000-$6,000.

5 Future Medium Tree (20' to 40' tall) wrapped trunk and limbs in warm white minis. 360 ' wrap of canopy in warm white C9s.

(Line excluded from response total)

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: We would need to survey the specific tree(s) in consideration to confirm estimated quantity of lights, but price could be in the range of $1,000-$2,500.

6 Future Small Tree (under 20' tall) wrapped trunk and limbs in warm white minis. 360 ' wrap of canopy in warm white C9s.

(Line excluded from response total)

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: We would need to survey the specific tree(s) in consideration to confirm estimated quantity of lights, but price could be in the range of $500-$1,000.

7 Enter the amount of discount off catalog for future purchases.

(Line excluded from response total)

Quantity: 1 UOM: Percent Discount off Catalog Total: 15%

Item Notes: If offering multiple catalog discounts chose the largest discount here and note the other discounts in the exceptions attribute.

Supplier Notes: We have some supply of our own that we design and fabricate, some product that comes from various domestic suppliers, and some product we directly import. Some items are routinely stocked, some items are made to order, and inventories are constantly changing and prices constantly adjusting due to inflation, freight costs, and now the potential for tariffs. Based on these many considerations, we cannot provide committed pricing for all available options that we can deem constant for any given period of time. We will always work with city staff to design/propose appropriate decor for any given spaces that need to be added to the project. In any case, we have attached a combined PDF of various product offerings we have for your review, although this is not inclusive of everything we have to offer given our dense supply network. If future product purchased from Premier Christmas originates from a manufacturing source other than our own, we would extend a discount of between 5%-15% off of retail pricing, depending on volume, and our own supply contracts with our manufacturing partners. We will have to assess on a case-by-case basis for new decor considered but will be responsive to the City in that endeavor as new decor becomes a part of the conversation.

Item Attributes

1. Minimum Order

What is your minimum order requirements?

There are no minimum order requirements. We will accommodate any desired request for decor.

2. Delivery Time

Once PO / order received, what is your delivery time?

Varies depending on product request. Items such as lights, garlands, wreaths, and small decor are usually in stock and deliverable immediately. Items that are custom manufactured or larger in stock that may not be in stock can require 2 weeks to 2 months of fabrication time, and if overseas freight is necessary it could require an additional 4-8 weeks.

Response Total: $99,425.00


PREMIER
CHRISTMAS
Holiday Catalog

Contents

4 Lights

6 5mm Wide Angle Conical Lights
8 Coaxial Conical Lights
9 Pentagon Gem Lights
10 M5 Lights
11 T5 Classic Lens Lights
12 C6 String Lights
13 C7, C9 & G30 String Lights
14 Icicle Lights
15 Net Lights
16 Fairy Lights
17 Battery Operated Lights
18 Twinkly Home Lights
20 Twinkly Pro Lights
22 Starlight Spheres
23 Moravian Stars
24 Foldable Spheres
25 Snowflakes

26 Bulbs

27 C7 & C9 Retrofit Bulbs
28 G Series Retrofit Bulbs
29 S14 & Strobe Bulbs
30 Falling Snow Tubes
31 Icicle Drop Bulbs

32 Light Line

32 C7 & C9 Bulk Light Line
33 Lite-Netics Magnetic Light Line
34 Medium Base Cord

35 Accessories

35 Electrical Supplies & Hardware
36 Clips
37 Stakes

38 Christmas Trees

40 Majestic Mountain Pine Tree
42 Twinkly Majestic Mountain Pine Tree
43 Twinkly Panel Tree
44 Tree Toppers
45 Tree of Lights
46 Ice Sculpture Trees
48 Slimline Tower Trees
49 Indoor Trees

50 Greenery & Decorations

50 Wreaths
52 Garland
54 Sprays
55 Twinkly Pro Greenery
56 Ornaments
58 Ornament Packages
59 Bows
60 Foldable 3D Stars

62 Fiberglass Displays

62 Bears
63 Photo Ops
64 Santa, Gifts & Elves
65 Mailboxes & Snowmen
66 Seats & Sleighs
67 Reindeer
68 Nutcrackers & Toys
69 Christmas Candy & Gingerbread

70 LED Commercial Displays

72 Arches
74 Twinkly Stars
75 LED Stars
76 Ornaments
77 Walk Through Ornaments
78 Reindeer & Photo Ops
79 Trains
80 Snowflakes & Candy Canes
81 Presents
82 2D Silhouette Decorations
83 3D Greenery
84 Hannukah
85 Valentine's Day
86 Pole Mounted Decorations



Lights
Christmas, Holidays & Beyond

Christmas lights create star-filled scenes along streets, neighborhoods, trees, favorite buildings and treasured city sights. Hearts around the world begin to race with excitement when millions of Christmas lights turn on and signal the start of the holiday season.

Commercial grade lights by Pro Christmas™ were designed for professional installers, businesses and Christmas enthusiasts who want premium performance from their holiday lights. Pro Christmas™ lights offer the wow-factor with superior brightness, color and twinkle options that fit any theme, design, holiday or occasion. The quality and consistency of professional lights are what keep Christmas enthusiasts happy and stress-free each season.

PRO CHRISTMAS Wide Angle Conical LED Lights







	Bulb Count	Color
Green Wire	50	Warm White, Pure White, Multi, Red, Green, Blue, Amber, Yellow, Purple, Red & Pure White & Blue, Pink
	70	Warm White, Pure White, Multi, Red, Green, Blue, Amber, Yellow, Lime Green, Aqua, Pink, Purple, Warm White & Red, Pure White & Red, Green & Red, Red & Pure White & Blue, Green & Purple, Pure White & Green, Purple & Amber, Pure White & Blue, Green & Blue
	100	Warm White, Pure White, Multi, Red, Green, Blue, Purple, Pink, Warm White & Red, Pure White & Red, Green & Red, Red & Pure White & Blue
	70 (Twinkle)	Warm White, Pure White, Multi, Red, Green, Blue, Warm White & Red, Pure White & Red, Green & Red



Guarantee a brighter holiday season with Pro Christmas™ 5mm wide angle conical lights. Commercial grade LED lights are built with superior luminosity, color consistency and durability in mind. Pro-Christmas™ 5mm wide angle conical lights set the standard in professional holiday and event lighting with a one-piece design that protects against dirt, corrosion, and weather damage. No other light set is trusted more for demanding commercial Christmas applications.

- Commercial Grade and UL rated for indoor/ outdoor use
- One-piece bulb and socket design prevents damage by sealing out dirt and moisture
- Concave bulb design produces even lighting and maximizes luminosity
- 25% brighter than incandescent lights
- Full-wave rectifier prevents flicker







	Bulb Count	Color
Brown	50	Warm White, Pure White
	70	Warm White, Pure White



	Bulb Count	Color
White	50	Warm White, Pure White, Multi, Red, Green
	70	Warm White, Pure White, Multi, Red, Green, Blue

PRO CHRISTMAS

Wide Angle Conical RY Coaxial LED Lights



As seen on GMA abc

Good Morning America's #1 choice for outdoor Christmas lighting!

Meet the most low-maintenance mini light set on the market. RY connections screw together with a watertight seal that prevents dirt and moisture from damaging your lights. Even in the harshest winter weather or in windy conditions, these seals help protect your lights while preventing them from unplugging from each other.

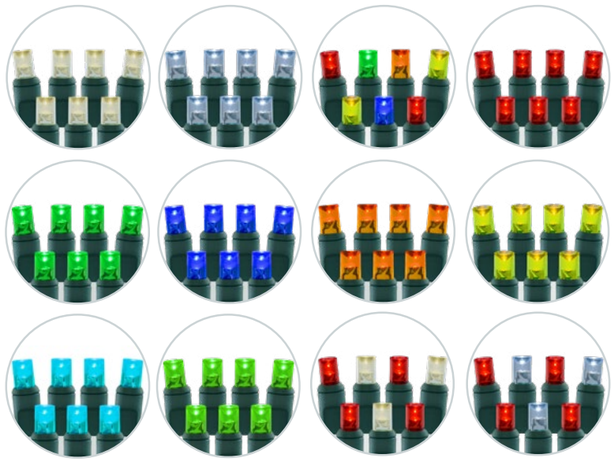


Threaded connection prevents lights from unplugging

Rubber washer creates water-tight seal

20 gauge high-strength wire

Green Wire	Bulb Count	Color
	50	Warm White, Pure White, Multi, Red, Green, Blue, Amber, Yellow
	70	Warm White, Pure White, Multi, Red, Green, Blue, Amber, Yellow, Aqua, Lime, Warm White & Red, Pure White & Red
	100	Warm White, Pure White, Multi, Red, Green, Blue, Amber, Yellow



Connectors & Adapters



RY LED Extension Cord
6′ · 12′ · 20′ · 50′

RY Power Cord
2′ · 3′ · 5′

RY Connectors
T · X · Y

8 Way Coaxial Power Tap

PRO CHRISTMAS

Pentagon Gem Lights



With unique pentagon-shaped lenses that produce up to 25% more luminosity than your standard 5mm conical lights, pentagon gem lights cast a creative kaleidoscope of shapes against nearby surfaces.



Up to 25% brighter than standard conical lights

Bulbs emit a starburst flare against nearby surfaces



PRO CHRISTMAS

M5 LED Lights

With the silhouette of a classic Christmas light and glistening facets, M5 lights are a beautiful choice for foliage and trees. At a slightly softer luminance than 5mm conicals, M5 light sets are popular for elegant events and venues, such as weddings.





	Bulb Count	Color
Green Wire	70	Warm White, Pure White, Multi, Red, Green, Blue, Amber, Yellow, Lime Green, Aqua, Pink, Purple, Warm White & Red, Pure White & Red, Green & Red, Red & Pure White & Blue
	100	Warm White, Pure White, Multi, Red, Green, Blue
White	70	Warm White, Pure White, Multi, Red, Green, Blue

PRO CHRISTMAS

T5 Classic Lens LED Lights

T5 LED lights capture the classic look of incandescent Christmas lights. With all the extra energy-saving benefits offered by LEDs, expect long life, superior brightness and color performance from commercial grade T5 lights.



	Bulb Count	Color
Green	70	Warm White, Pure White, Multi, Red, Green, Blue, Lime, Warm White & Red, Pure White & Red, Green & Red





C SERIES PRO CHRISTMAS

Light Strings

C6 Pro LEDs

With a sophisticated, soft light that works well for all occasions and holidays, C6 stringer lights have a beautiful shape and sparkle. We recommend these lights when you want a defining bulb shape wrapped across trees, foliage, garland and Christmas trees.



Bulb: 1 1/4″ x 9/16″



	Bulb Count	Color
Green	70	Warm White, Pure White, Multi, Red, Green, Blue, Amber/Orange, Yellow, Lime, Aqua, Pink, Purple, Warm White & Red, Pure White & Red, Red & Pure White & Blue, Green & Red

- Commercial Grade | Indoor/outdoor use
- Perfect for foliage lighting
- Diamond faceted sparkle
- One-piece bulb and socket design prevents damage by sealing out dirt and moisture



C7 Pro LEDs



Bulb: 1 5/8″ x 7/8″

	Bulb Count	Color
Green Wire	24	Warm White, Pure White, Multi, Red, Green, Blue, Lime, Aqua, Warm White & Red, Pure White & Red, Red & Pure White & Blue, Green & Red

C9 Pro LEDS



1 7/8″ x 1″

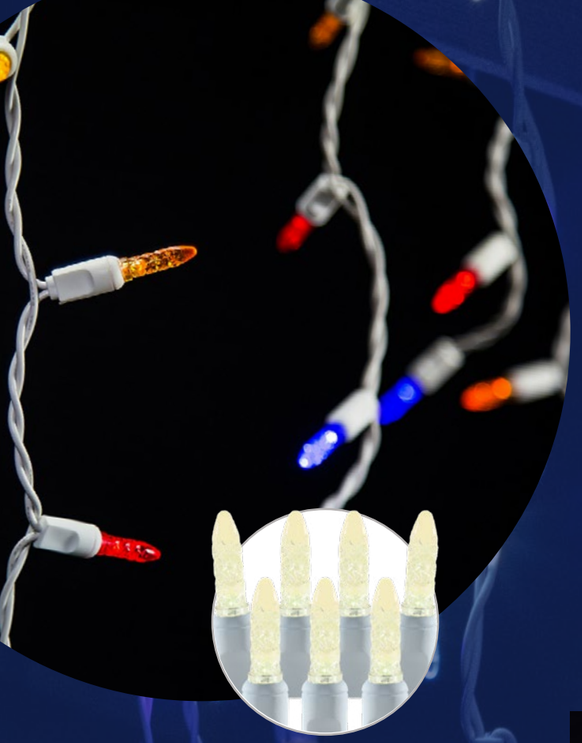
	Bulb Count	Color
Green	26	Warm White, Pure White, Multi, Red, Green, Blue, Amber/Orange, Lime, Aqua, Purple, Warm White & Red, Pure White & Red, Red & Pure White & Blue, Green & Red
White	26	Warm White, Pure White

G SERIES

G30 Strings

	Bulb Count	Color
Green	26	Warm White, Pure White, Multi, Red, Green, Blue





PRO CHRISTMAS

Icicle Lights

Create a stunning winter scene with pro level icicle lights. Featuring white wire with 9”, 15” and 18” drops and faceted M5 bulbs, icicles are the perfect adornment for rooflines, bannisters, fences and tree branches.

	Bulb Count	Color
White Wire	70	Warm White, Pure White, Multi, Red, Green, Blue, Pink, Purple, Warm White & Red, Pure White & Red, Red & Pure White & Blue, Pure White & Blue

Faceted M5 bulbs that catch the light like shimmering ice

Combinations of 9, 15, & 18 inch drops







PRO CHRISTMAS

Net Lights

Turn your hedges and shrubs into a field of stars with net lights. Pro Christmas™ net lights are quick and easy to install on foliage for commercial or residential lighting. Commercial quality bulbs and wires are built to withstand weather and elements, whether you’re lighting for the holidays or for weddings and events.

5mm conicals on 4’ by 6’ nets

Ideal for quick installations on foliage



	Bulb Count	Color
Green	100	Warm White, Pure White, Multi, Red, Green, Blue, Warm White & Red, Pure White & Red, Green & Red
White	100	Warm White, Pure White





PRO CHRISTMAS

Fairy Lights

Unique and ethereal, fairy lights are a brilliant solution for year-round indoor lighting around homes, businesses and events. With LED micro drops on flexible copper multi-branch wire strands, these elegant light sets can bend to fit inside votives, centerpieces, curtains, mantles and bedrooms.

- Great for events and all purpose indoor lighting
- Flexible copper strands allow strategic styling and positioning along surfaces and objects
- Static and 8-hour timer settings via controller
- Adapter converts coaxial plug to Edison plug





	Length*	Bulb Count	Color
Clear	3.25′	125	Warm White, Pure White, Multi, Red, Green
	5′	350	Warm White, Pure White, Multi, Red, Green
	6.5′	480	Warm White, Pure White, Multi, Red, Green
	9.5′	600	Warm White, Pure White, Multi, Red, Green

* Bulbs are on multi-branch copper strings



PRO CHRISTMAS

Battery-Operated LED Lights

- Weather-resistant battery case for indoor/outdoor use
- Includes timer with 6 hours on/18 hours off option
- Great for table arrangements, mantles and door wreaths

Set your decorative spirit free! Battery-operated LED lights can be placed in areas where no electricity is needed, such as table centerpieces and decorations for patios, kitchens and containers. With a weather-resistant battery case, your lights will be protected from the elements no matter where you choose to place your lights.

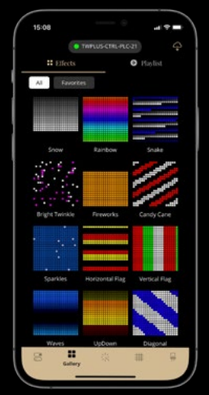
	Bulb Count	Color
Green	50	Warm White, Pure White, Multi, Red, Green, Blue



Christmas Lights

twinkly™
Home Lights

Smart RGB lighting lets you take your Christmas display to the next level with control, color and creativity. Twinkly Home RGB & RGBW lights are the latest innovation to Christmas light industry because they are mappable to your smartphone.
Take control of the lights with the built-in Wi-Fi connection, allowing you to create custom light displays with bright, vibrant LEDs. The Twinkly product family is growing each year with exciting ways to bring smart lighting to your home, patio, gaming experience, and beyond.



Map lights with the Twinkly App

Large effects library has pre-programmed effects gallery and custom effects panels

Capable of millions of color hues and hundreds of animation combinations

String Designs
Strings
Dots
Clusters
Festoons

Specialty
Icicles
Curtains
Spritzer
Light Tree

Shapable Lights
Line
Flex

Add-On Accessories
Music Dongle

twinkly™ PRO

Immerse yourself in the most advanced RGB lighting with smart technology available for professional holiday lighting. Twinkly Pro RGB & RGBW lights feature brilliant capsule bulbs that achieve over 16 million radiant hues and a brightness superior to other commercial outdoor lights. Pro lights by Twinkly are ideal for larger residential and business applications that need showstopping power and control. WiFi and Ethernet controllers let you power up large networks of Twinkly lights that can dance, animate and display video and graphic uploads.

Lights

Strings
Icicles
Curtains

Displays

3D Stars
Trees
Wreaths
Garlands

Plus Controls

WiFi Plus Controller



Pro Controls

Pro Ethernet Controller
Switch Connection Hub
Music Player



Innovative RGB & RGBW technology for pros with quick installation and set-up, eliminating the need for software or programming knowledge

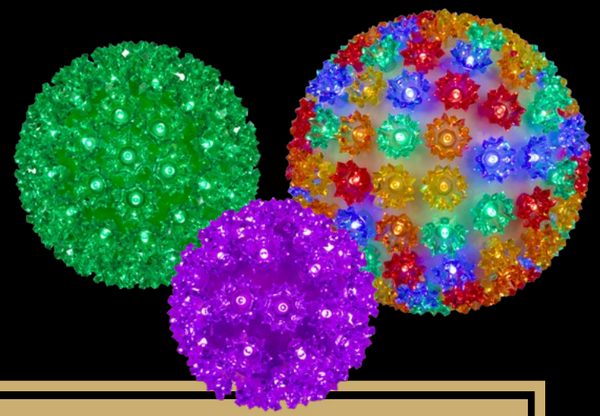
Powerful displays with a big impact: Pro lets you build large networks of lights and group them together for unique effects and animations

Ideal for commercial tower trees, residential and business outdoor installations, and large displays



Christmas Lights

Specialty LIGHTS



Starlight Spheres

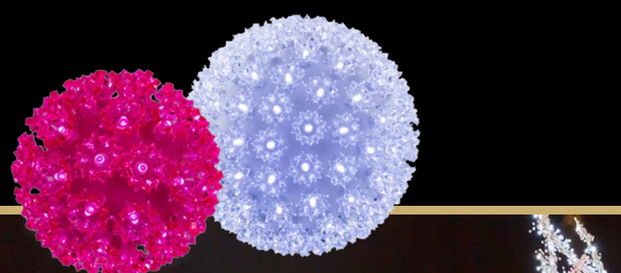
Static and Twinkle

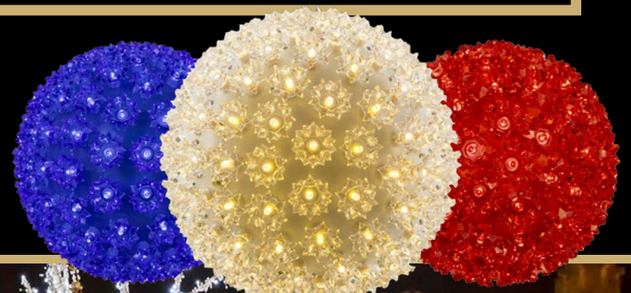
6" · 7.5" · 10"

Warm White, Cool White, Multi, Red, Green, Blue, Purple, Pink

Commercial-grade LED lights surrounded in a star-shaped acrylic lens

Indoor/outdoor rated







Moravian Stars



Traditional 3D stars with 26 points designed for indoor/outdoor use

Constructed with durable plastic and weepholes



14"

White, Clear Frost, Red, Green, Blue, Amber/Orange, Purple, Yellow, Red & White, Blue & White

Foldable Spheres



Consumer Grade

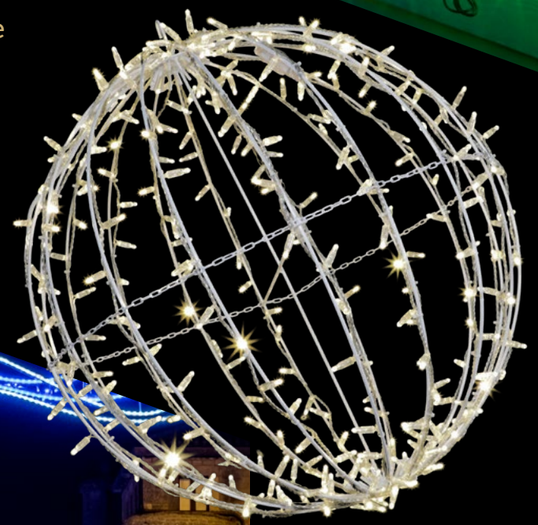
16" · 20" · 32"

Warm White, Cool White, Multi, Red, Green, Blue

Pop open and hang for easy display solutions

Great for mixing and matching unique designs

Hollow, light-weight and collapsible for easy storage



Commercial Grade

20" · 30" · 40"

Warm White, Cool White, Red, Green, Blue

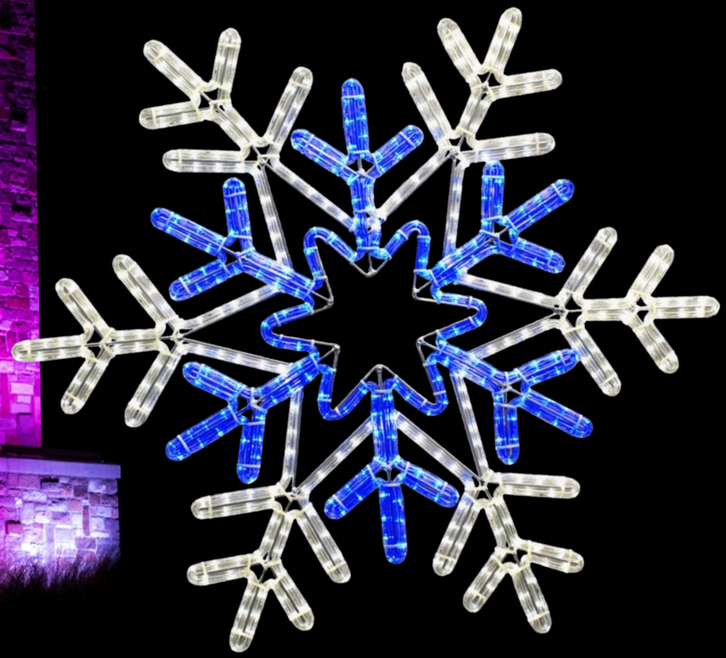




LED Snowflakes

Commercial grade rope light and aluminum frame

24", 36" and 48" sizes

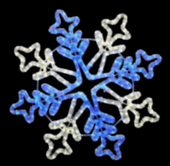




Frost Snowflake

24" · 36" · 48"

Warm White, Pure White, Pure White & Blue



Aspen Snowflake

24" · 36" · 48"

Warm White, Pure White, Pure White & Blue



Winter Snowflake

24" · 36" · 48"

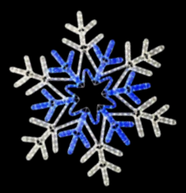
Warm White, Pure White, Pure White & Blue



Star Snowflake

24" · 36" · 48"

Warm White, Pure White, Pure White & Blue



Vale Snowflake

24" · 36" · 48"

Warm White, Pure White, Pure White & Blue



LED Replacement *Bulbs*

C Series

Pro grade retrofit bulbs are designed to be used with empty socket light line, allowing you to create custom holiday lighting schemes along building perimeters, windows, yardlines and trees. Commercial LED bulbs are the most energy efficient option for home and business holiday lighting, with superior performance in color and luminence. Resistant to fading, chipping and breaking, retrofit bulbs are guaranteed to shine brilliantly for many holiday seasons.



C7

2 ½"

Bulb: ⅞" x 1 ⅝"



C9

3 ¼"

Bulb: 1 ⅛" x 2 ¼"

- Average 60,000 hour bulb life
- Corrosion-preventive nickel base
- IP 65 Rated for Indoor/Outdoor Use
- Advanced technology SMD dimmable bulb



Facet Cut



C9

Brand	Color
Pro Christmas	Warm White, Pure White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow, Pink, Purple
Pro Christmas Twinkle	Warm White, Cool White, Red, Green, Blue
Minleon V1	Warm White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow, Teal, Pink, Purple, Quick Change, Slow Change
Minleon V2	Warm White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow, Teal, Pink, Purple



C7

Brand	Color
Pro Christmas	Warm White, Pure White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow, Pink, Purple
Pro Christmas Twinkle	Warm White, Cool White, Red, Green, Blue
Minleon	Warm White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow, Teal, Pink, Purple, Quick Change, Slow Change

Frosted Smooth



C7 & C9

Brand	Color
Pro Christmas	Warm White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow
Pro Christmas	Warm White, Cool White, Multi, Red, Green, Blue, Amber/Orange, Yellow



Flexible Filament



C9

Brand	Color
Pro Christmas	Warm White, Pure White, Multi, Red, Green, Blue, Amber/Orange, Yellow



LED Replacement Bulbs

G Series

Go for the globe when you want the ultimate backyard glow. G30, G40 and G50 LED retrofit bulbs have a rounded silhouette and soft light profile, creating charming scenes for patios, landscaping, events and venues. With different base options offered, commercial-grade G bulbs are compatible with C9 light line or medium base cord.

60k+ hour bulb life | Soft, rounded glow

G30
C9/E17 Base



Bulb: 1″ x 1″

G40
C9/E17 Base



Bulb: 1 5/8 x 1 11/16″

G50
C9/E17 Base



Bulb: 2″ x 2 1/4″

G50
E26/Medium Base



Bulb: 2″ x 2 1/4″

Bulb	Base	Brand	Style	Color
G30	C9/E17	Pro Christmas	Facet Cut	Warm White, Cool White, Red, Green, Blue, Amber/Orange, Yellow
G40	C9/E17	Pro Christmas	Facet Cut	Warm White, Cool White, Red, Green, Blue, Amber/Orange, Yellow
G50	C9/E17	Pro Christmas	Facet Cut	Warm White, Cool White, Red, Green, Blue, Amber/Orange, Yellow, Pink, Purple
G50	C9/E17	Minleon	Facet Cut	Warm White, Cool White, Red, Green, Blue, Amber/Orange, Yellow, Pink, Purple
G50	E26/Medium	Minleon	Facet Cut	Warm White, Cool White, Red, Green, Blue, Amber/Orange, Yellow
G50	C9/E17	Pro Christmas	Flexible Filament	Warm White, Pure White, Red, Green, Blue

S14 LED Bulbs

These Edison-shaped bulbs have a style that's perfect for a bistro look, creating nostalgic scenes with the option of using medium base cord with galvanized lamp shades.

Facet Cut | Flexible Filament | Glass Filament



Bulb: 1 3/4″ x 2 1/4″
E26/Medium Base

Brand	Material	Style	Color
Minleon	Acrylic	Facet Cut	Warm White, Cool White, Red, Green, Blue, Amber/Orange, Yellow
Pro Christmas	Acrylic	Flexible Filament	Warm White, Pure White, Red, Green, Blue, Amber/Orange, Yellow
Pro Christmas	Glass	Filament	Cool White, Red, Green, Blue, Amber/Orange, Yellow



Strobe Replacement Bulbs

Minleon

C9/E17 Base
Warm White, Pure White, Red, Green, Blue



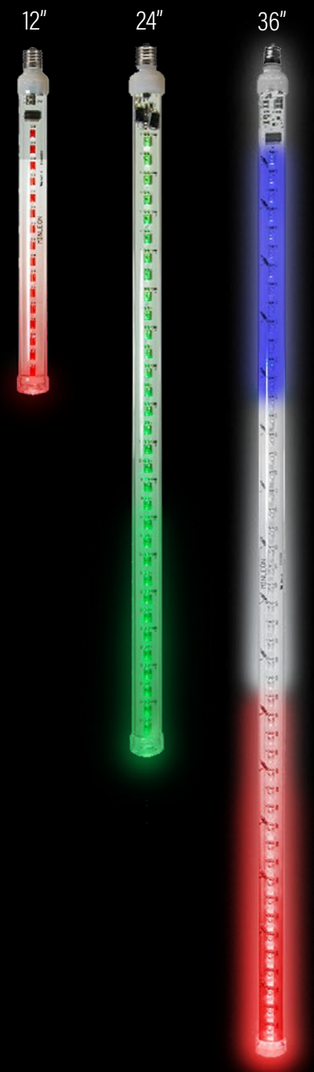
Bulb: 2 1/4″ x 2 1/8″



Falling Snow Tubes

- Vibrant drip animation effect
- Compatible with C9 light sockets
- Pro Christmas & Minleon

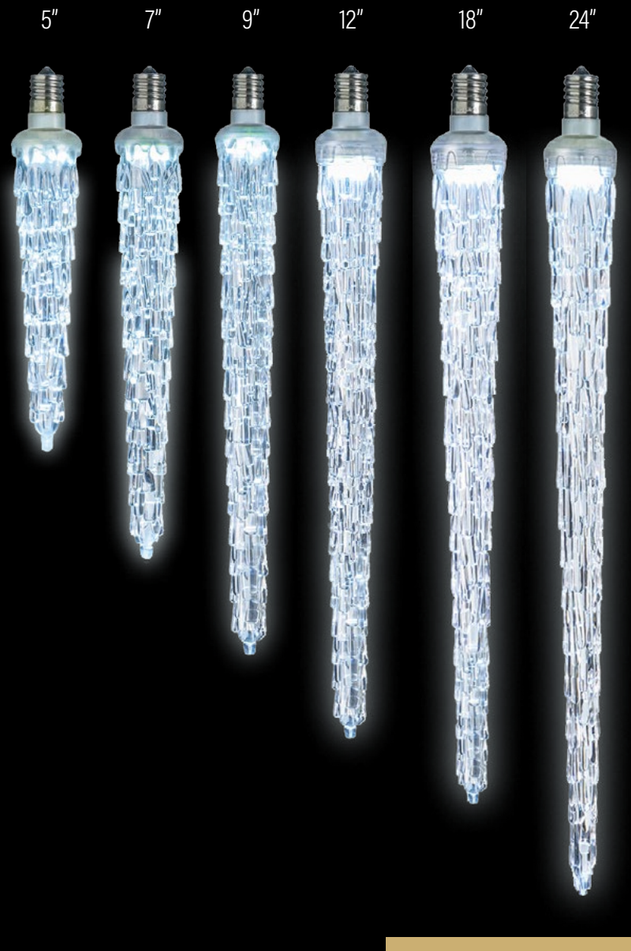
Warm White, Pure White, Cool White, Red, Green, Blue, Red & Pure White & Blue, Red & Pure White, Blue & Pure White



Festive and eye-catching for displays

Icicle Drop Bulbs

- Pure white bulbs with carved icicle design
- Compatible with C9 light sockets
- Steady or animated drip effect









Bulk Light Line

Designed to suit the professional needs of holiday light installers, light line can be customized with your choice of bulb colors, socket spacing and line length. Empty socket light line is a decorator's dream because every display has unique needs. Whether you're outlining a large building, a neighborhood entrance or residence, light line lets you highlight the edges and best features of your architecture.

C9 Light Line Spools

Length	Insulation	Spacing
250′	SPT-1	6″, 9″, 12″, 15″, 18″, 24″, 36″
500′	SPT-1	6″, 9″, 12″, 15″, 18″, 24″, 36″
1000′	SPT-1	6″, 9″, 12″, 15″, 18″, 24″, 36″
1000′	SPT-2	6″, 9″, 12″, 15″, 18″, 24″, 36″

C7 Light Line Spools

Length	Insulation	Spacing
250′	SPT-1	6″, 9″, 12″, 15″
500′	SPT-1	6″, 9″, 12″, 15″, 24″
1000′	SPT-1	6″, 9″, 12″, 15″, 18″, 24″, 36″
1000′	SPT-2	6″, 9″, 12″

C9 Light Line Sections

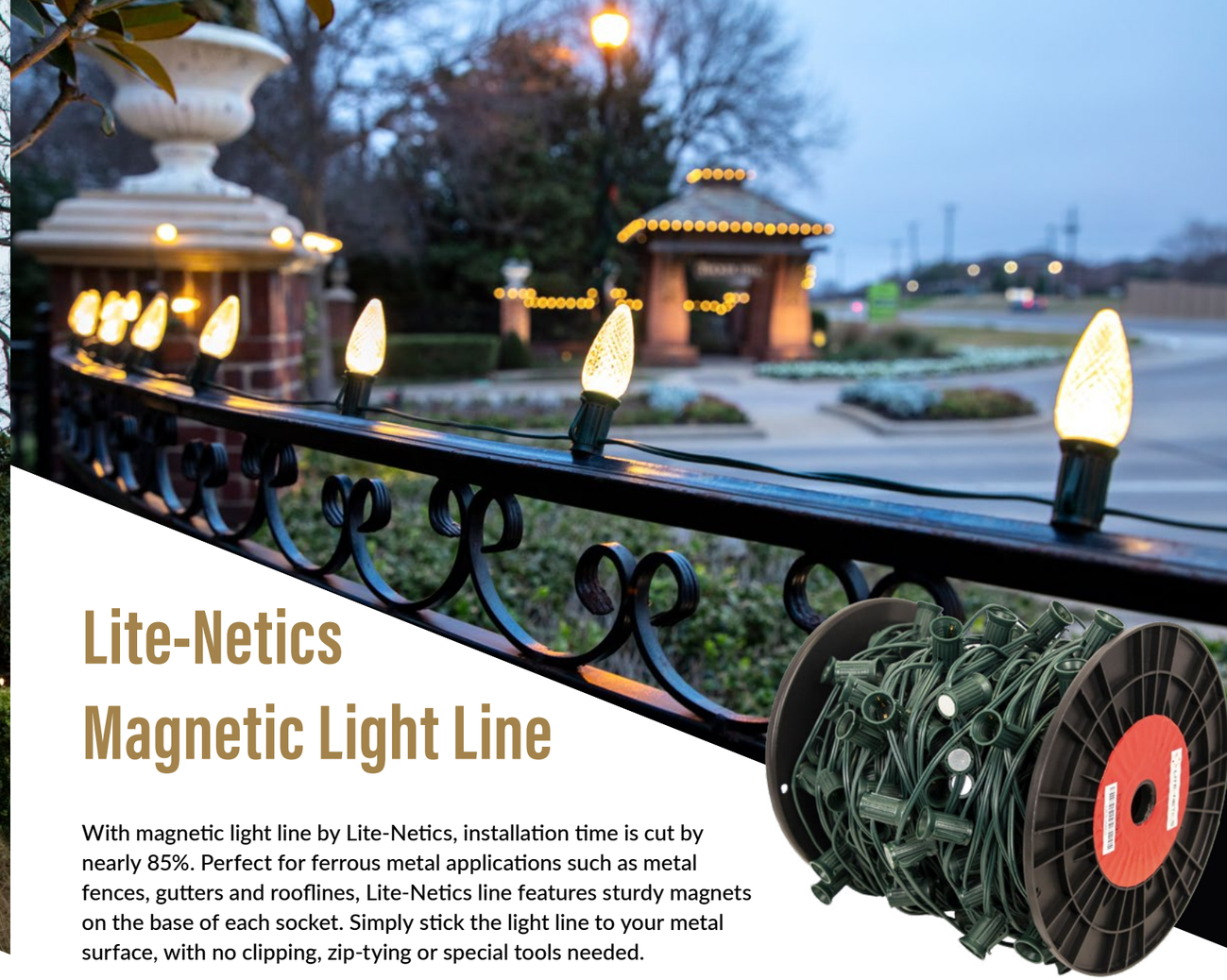
Length	Insulation	Spacing
50′	SPT-1	6″, 9″, 12″, 15″, 18″, 24″, 36″
100′	SPT-1	6″, 9″, 12″, 15″, 18″, 24″, 36″

C7 & C9 Molded Plug

Length	Insulation	Spacing
25′	SPT-1	12″
50′	SPT-1	12″
100′	SPT-1	12″

Create custom runs to fit your application area

Combine socket line and bulbs for artistic displays: great with C7s, C9s, G50s, snowfall tubes, icicle drip bulbs



Lite-Netics Magnetic Light Line

With magnetic light line by Lite-Netics, installation time is cut by nearly 85%. Perfect for ferrous metal applications such as metal fences, gutters and rooflines, Lite-Netics line features sturdy magnets on the base of each socket. Simply stick the light line to your metal surface, with no clipping, zip-tying or special tools needed.

C9 Light Line Spools

SPT-1 | 100′
Spacing: 12″

SPT-1 | 250′
Spacing: 12″, 15″

SPT-1 | 500′
Spacing: 12″, 15″, 18, 24″

SPT-2 | 250′
Spacing: 12″, 15″

C7 Light Line Spools

SPT-1 | 100′ & 250′
Spacing: 12″



YouTube Installation

Scan to see how it works

Designed for ferrous metal and ideal for commercial rooflines

Weather-durable strength with strong, sturdy magnets

Quick installation cuts down application time by up to 85%



Medium Base Cord

Bistro lighting sets the mood for patio fun! Perfect for backyards, pergolas, pools and porches, medium base cord allows you to string warm, ambient LED lighting along your favorite outdoor spots. Add metal shades to direct the light down and illuminate tables and walkways.



Standard



Suspended



Metal Shade

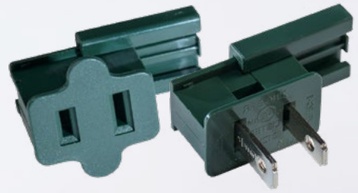
Black Cord | 48', 100', 330'

Spacing: 24"
Styles: Standard or Suspended

Black Cord | 48'

Spacing: 36"
Styles: Matte Copper or Metal Shade

Electrical Supplies & Hardware



18/2 Male Slide-On Plug

SPT-1 · SPT-2
Green · White

18/2 Female Slide-On Plug

SPT-1 · SPT-2
Green · White

18/2 Female Inline Plug

SPT-1 · SPT-2
Green · White

18/2 Zip Cord

SPT-1 · SPT-2
Green · White
250' · 1000'

Extra Sockets

C7 · C9
SPT-1 · SPT-2
Green · White

3M Electrical Tape

Green · White · Black · Red · Yellow







Medium Base Socket Adapter
3-Outlet Ground Stake with Individual Outlet Covers
9' 3-Outlet Tapper Cord
3-Way Outdoor Plug

A Plug Pro- Gasket
A Plug Pro- Plug Cover



3-Outlet Indoor Use Extension Cord 16/2

6' | Green · White · Brown
9' | Green · White · Brown
15' | Green · White · Brown
20' | Green
25' | Green



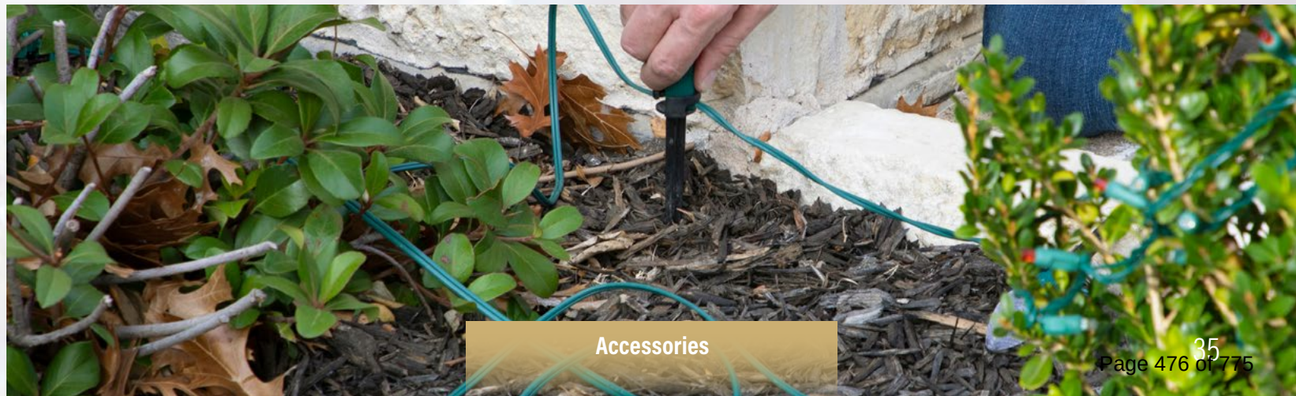
3-Outlet Outdoor Use Extension Cord 16/3

20' | Green · Black

Single Outlet Outdoor Use Extension Cord 16/3

20' | Green · White · Brown
40' | Green · White · Black
80' | Green · Black

WiFi Smart App Controlled Timer
Two Outlet Mechanical Photocell Timer
Heavy Duty Digital Timer | Non Photocell
Single Outlet Non Photocell Mechanical Timer
Kill-a-Watt Electrical Usage Monitor

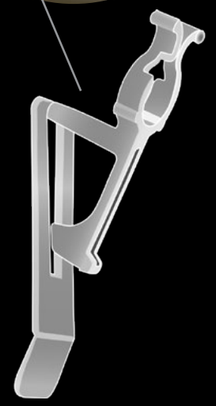


Clips & Attachment Essentials



Great for gutters & shingles

Keep your light lines tight and secure with commercial Christmas light clips. Attachment accessories work on shingles, gutters, rooflines and fences, creating clean applications and a speedy removal process. We're pleased to offer clips for C7/C9 light line and stringers, C6 stringers, mini lights and icicles.



All in One Clip



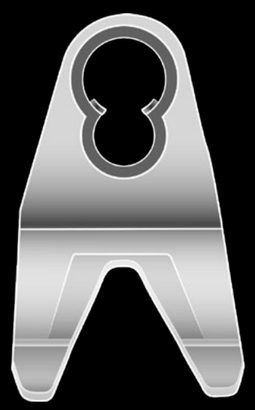
Tuff Clip
C7, C9



Minleon Tuff Clip



Icicle Light Clip



Original Shingle Tab



All Application Clip



Flex Clip
C7, C9



Omni Clip



Ridge Row Roof Clip



Combo C Clip



Parapet Clip



Magnetic Clip
C7, C9





Stakes



Canny Systems Ground Stake
5" · 7 ½" · 11"



Minleon Ground Stake
7 ¾"



Universal Light Stake
4 ½"



All-in-One Light Stake
7 ½" · 15"



TreEZ Wraps

Wrap your trees up to four times faster with TreEZ wraps. Tension from your light strings holds the TreEZ strips in place without any drilling or holes. Removing the lights takes a fraction of the time, saving labor, resources and money for high volume installations on tree trunks, branches, poles, and bannisters.



20 ½" x 1 ½"

Clear · Brown
Bags of: 5 · 25
Case: 300



"I own several hotels, and decorating our properties takes a lot of time and labor. TreEZ Wrap makes it easy to decorate for all major holidays and special events such as weddings."

- Ron P.

Commercial Christmas *Trees*

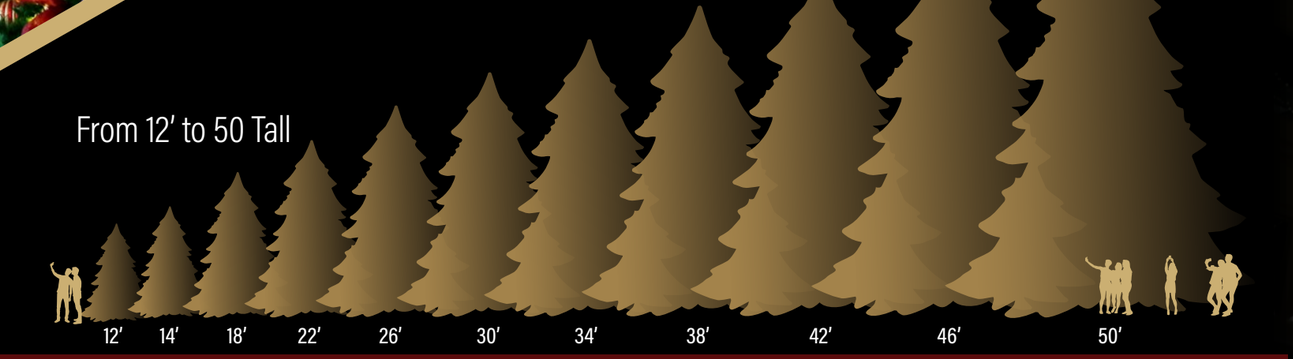
Nothing captures the glory and grandeur of Christmas like a tower tree. As a focal point for your holiday display, a commercial Christmas tree is the place to gather, capture memories and enjoy the magic of the season together with friends, loved ones, neighbors and merry strangers alike.

With an o-ring frame construction that can grow in size year after year, pro-grade artificial Christmas trees are easy to install, decorate and store. Christmas tower trees are designed for every type of professional indoor and outdoor use, guaranteeing seasons of enjoyment and splendor for all who behold your Christmas tree.



MAJESTIC MOUNTAIN PINE CHRISTMAS TREES

As the #1 selling commercial Christmas tree in the world, the Majestic Mountain Pine Tree delivers dazzle, impact and the wow-factor that your holiday display needs. The Majestic Mountain Pine Tree's artificial foliage is very natural looking, UV-resistant and rated for indoor/outdoor durability. Trees are offered in a height range of 12' to 50', with 2' high-strength steel stacking frames. Best of all, additonal tree frames can be added any time to increase the height of your tree, making the Majestic Mountain Pine Tree a smart long-term investment for your Christmas attraction.





Warm white, pure white or multi-color lights • 5mm conicals or C7s



Ornament packages available

- Natural, lifelike appearance with durable commercial materials for indoor/outdoor use
- Created with buildable 2' stacking frames that are 25% stronger than competing 3' frames
- Add frames to grow the height of the tree year after year
- Strong, UV-protected pine needles are resistant to shedding and crushing
- Trees can be installed with basic hand tools and no prior experience*
- Pre-lit trees come with strings and bulbs installed, saving hours of installation time
- Compact frames will stack for easy storage

* Installation requires lift

"We've loved our Majestic tree and look forward to putting it up year after year. The quality and beauty is something that needs to be experienced in person!"

- Dan Rockler, City of Stephenville

twinkly™ PRO MAJESTIC MOUNTAIN PINE TREES

Meet the smartest RGBW commercial Christmas tree in the world. The Majestic Mountain Pine's natural-looking branches are a brilliant canvas for Twinkly Pro lights. Your Twinkly Pro commercial tower tree comes with a full gallery of effects and advanced mapping technology.





From 12 to 40' high

Natural-looking tower tree with pro-grade LED smart lights

Gallery of effects for all occasions, including playlists and custom tools

App-controlled: no need for software or programming experience

twinkly™ PRO PANEL TREES

Panel pixel trees are conical and free of ornaments, so every RGBW bulb is in the spotlight. The cone tree's smooth surface is an amazing display for Twinkly smart RGB lights, and ideal for animations, effects, and light shows that need plenty of pixel density.

Available in 15' and 20' heights

Smooth tree surface shows off every Twinkly bulb and effect







TREE TOPPERS

FOR MAJESTIC MOUNTAIN PINE TREES

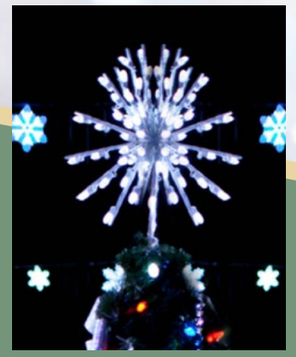
Crown your commercial Christmas tree with a made-to-order LED tree topper. Drawing attention to the impressive height of a tower tree, tree toppers are compatible with the Majestic Mountain Pine tree. Featuring a 3D starburst shape, the tree topper is a stunning focal point from any angle.

Pre-installed commercial-grade C7 bulbs

3′ • 4′ • 5′ • 6′



Warm White



Cool White



Multi

TREE OF LIGHTS

The tall profile of the Tree of Lights gives showstopping height without the weight and the bulk of branches. Designed and manufactured locally in Texas, the tree frame is constructed with lightweight, sturdy metal, and installation is easy with basic hand tools. The Tree of Lights can be customized with socket line, retrofit bulbs, string lights, and pole decorations.

Commercial

15′ • 20′

Customize your tree with any color of 5mm conicals, C7 lights, or RGBW lights

Warm White, Cool White, Multi, Red, Green, Blue, RGBW





Standard

12′

Warm White

Made in the USA

Narrow base saves floor space

Easy to install with basic hand tools



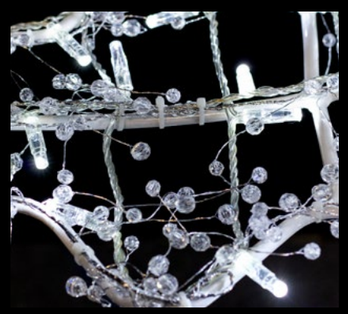
ICE SCULPTURE CHRISTMAS TREES

With fancy European crystal details that capture twinkling conical lights, these LED trees are perfect for creating an enchanted holiday forest. Indoor/outdoor-rated with flexible metal framing for branch shaping, ice sculpture trees have a delicate look with durable, long-lasting commercial grade materials.













7’, 9’, and 11’ trees in red, pure white and green

Sturdy yet flexible LED branches with fine crystal bead details

1/5 twinkle wide angle conical lights with coaxial connections



Slimline Tower Trees

Narrow footprint is ideal for lobbies, busy entertainment areas and locations with small floorspace

Available in 12’ and 15’ heights

Lit with 5mm wide angle conical lights

A perfect choice for grand interior spaces like lobbies and entry ways, the Slimline Tower Tree is also an ideal option for outdoor spaces needing a more streamlined footprint. With a base starting at five feet, the tree offers a full, lush experience while saving more floor space than the Majestic Mountain Pine Tree.



Slimline tree vs. regular tree



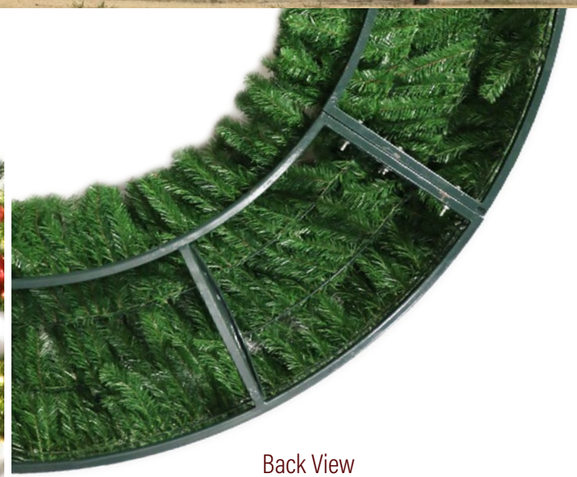




Commercial *Wreaths*



Wreaths 84" and larger are constructed with high strength tubular steel



Back View

As an essential part of any holiday scheme, wreaths are an incredible adornment for entrances and doorways. Commercial wreaths serve as the perfect landing spot for lights, ornaments, bows and decoration schemes. Every Pro Christmas wreath is crafted with sturdy steel framing and heavy-duty artificial foliage, with available decoration packages that make installation quick and easy.



Deluxe Mixed Pine



Deluxe Oregon Fir



Red Bow

12" · 18" · 24" · 36" · 48"



Red Bow with Gold Trim

12" · 18" · 24" · 36" · 48"

Mixed Pine Wreath

Lit

Unlit



24" · 30" · 36" · 48" · 60" · 72" · 84" · 96" · 120" · 144"
LED or unlit
Light options: warm white
Bow options: red, red & gold

Deluxe Oregon Fir Wreath





24" · 30" · 36" · 48" · 60" · 72" · 84" · 96" · 120" · 144"
LED or unlit
Light options: warm white, pure white, multi, red, red & warm white, red & pure white
Bow options: red, red & gold

Decorated Wreaths

Deluxe Oregon Fir

24" · 36" · 48" · 60" · 72"
LED or unlit
Light options: warm white
Bow options: red, red & gold



Traditional



Blue and Silver



Colors of the Holidays



Elegant Poinsettia

NEW



Deluxe Poinsettia
(shown with bow option)



Deluxe Colors of the Holidays
(shown with bow option)



Commercial *Garland*

The beautiful bendable quality of commercial garlands let you deck the halls, stairs, bannisters and columns... whatever you can wrap it around! With natural-looking artificial greenery by Pro Christmas, choose from our extensive offering of pro-grade LED lights and ornament packages.

- Commercial-grade with durable artificial pine needles
- Stunning, high quality commercial decoration packages with LED lights and UV-resistant ornaments

Pre-Decorated Garland

Colors of the Holidays

4.5' x 14" LED
9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white

BEST SELLER



Colors of the Holidays- Deluxe

9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white

NEW



Elegant Poinsettia

4.5' x 14" LED
9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white



Elegant Poinsettia- Deluxe

9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white

NEW



Undecorated Garland

Oregon Fir

4.5' x 14" LED or Unlit
9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white





Mixed Pine

4.5' x 14" LED
9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white





Traditional

4.5' x 14" LED
9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white



Blue and Silver

4.5' x 14" LED
9' x 14" LED or Unlit
9' x 18" LED or Unlit
Light options: warm white





Sprays

These bursts of greenery are perfect for accenting bannisters, doorways and entrances. Make a grand statement for the front of neighborhoods and lobby entrances that deserve a decadent splash of commercial-quality holiday foliage. Sprays are stunning when accessorized with lights and ornaments that match nearby garland, wreaths and trees.

Perfect for doorways, stairs and bannisters

Indoor/Outdoor

Decoration packages available



Commercial Spray

Deluxe Oregon Fir

44"
LED or Unlit
Light options: warm white, RGBW
Ornament Packages and Bow Options Available

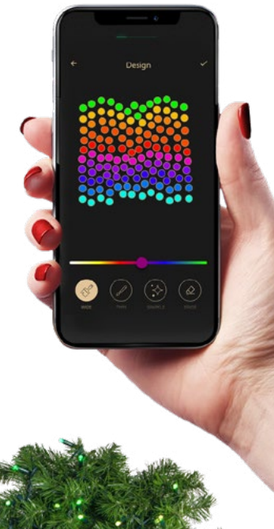
twinkly™ PRO Christmas Greenery



Wreaths

Deluxe Oregon Fir

24" • 36" • 48" • 60" • 72"



Commercial greenery lit with Twinkly Pro RGBW LED lights

Bright, vivid saturation, superior pro-grade performance and controllable with a smart device

Create colors and effects with endless animation combinations





Garlands

Deluxe Oregon Fir

9' x 14"
9' x 18"



Ornaments

Take your Christmas greenery from day to night with a vibrant ornament design. Unlike lights, the color and sparkle of ornaments will capture attention in the daytime while giving a tree some personality. Shatterproof, commercial quality ornaments are designed to withstand harsh winter conditions and sun exposure. Made from high-impact polystyrene, our ornaments are offered in a variety of sizes, colors and finishes that will perfectly compliment your Christmas display.



- Commercial quality with vivid colors and brilliant finishes
- Weather-durable, UV-protected and shatterproof
- Matching ornament packages available for Christmas trees, wreaths, garlands and sprays

Colors



- Black
- Coffee/Chocolate
- Burgundy
- Red
- Orange
- Gold
- Lime Green
- Green
- Blue
- Teal/Turquoise
- Silver
- White
- New Pink/Mauve
- Fuchsia
- Purple

Finishes



Matte
UV-protected coating

Glitter

Shiny
UV-protected coating

Sizes



1.5″ 40mm
2.75″ 70mm
4″ 100mm
6″ 150mm
8″ 200mm
10″ 250mm



Commercial Ornament Packages

Commercial ornament packages make it easy to decorate your tree with the perfect saturation of matte, glitter and shiny ornaments. Offered in small and large packages, these popular of color packs will help your tree keep the theme of your Christmas display.

Available in packages for trees from 12’ to 50’

Packs of ornaments in glitter, matte and shiny finishes

Small Package: 2.75”, 4” and 6”

Large Package: 6”, 8” and 10”



Red & Gold



Red & Silver



Colors of the Holiday



Blue & Silver



Green & Red

Bows

High quality commercial materials: luxurious fade-resistant velvet

Pre-wired for quick and easy installation

Interior foam and wire for sturdy shaping and wind resistance

Indoor/outdoor rated



Red Velvet Bow

12”, 18”, 24”, 36”, 48”



Red Velvet Bow with Gold Trim

12”, 18”, 24”, 36”, 48”



Red Velvet Bow- Two Loop

36”, 48”



Red Bow with Gold Trim- Two Loops

36”, 48”



Foldable 3D Stars

There's no celebration that a star shouldn't be invited to!



Metallic

16" · 26" · 32" · 44" · 54" · 60"

Silver, Red, Green, Gold, Blue

Polymesh Glitter

16" · 26" · 32" · 44" · 54" · 60"

Silver, Red, Green, Gold, Blue



Fiberglass *Displays*

Delight your visitors with brilliantly detailed fiberglass displays! Attractive as photo ops, destination markers and exhibits, large fiberglass displays bring the wonder and joy to your Christmas display. High quality commercial fiberglass will stand up to years of enjoyment, and you can add new pieces to your display each year that help tell a more detailed Christmas story.


A



B

C

Christmas Bears


D

A. Polar Bear Bench
5.5 ft

B. Teddy Bear with Christmas Sign
4.4 ft

C. Standing Christmas Bear
7 ft

D. Teddy Bear Photo Op
7 ft

Photo Ops


E


F


G

Grow your social media following and delight your customers with attractive photo ops!

Automotive paint with high grade UV inhibitor

Hand painted to achieve the highest detail possible

Weather resistant: designed and UV-coated for indoor/outdoor use

E. Snowman & Friends Photo Op
5.5 ft

F. Snowman with Broom Photo Op
6 ft

G. Santa with Elf
6.5 ft

H. Christmas Cactus Photo Op
6.4 ft

I. 7' Santa Surfer Photo Op
7 ft


H


I

Santa & Gift Boxes



A

B

C

D

A. Santa with Christmas Banner
5 ft

B. Gift Sack Photo Op
5 ft

C. Red & Green Christmas Present
Sizes: 16 inches & 2 ft

D. Present with Bear
3.8 ft

Elves



E

F

G

NEW

E. Santa Elf with Lights
2 ft

F. Elf & Candy Cane
4 ft

G. Crawling Elf
2.4 ft

Mailboxes



H

I

J

H. Round Santa Mailbox
4.25 ft

I. Red & Gold Santa Mailbox
5.5 ft

J. Santa Mailbox
5.5 ft

Superior details





K

K. Santa's Mailbox
5.15 ft

Snowmen



L



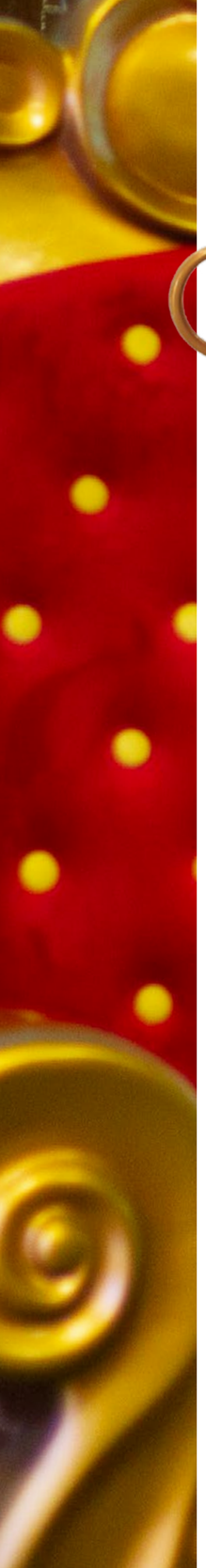
M

N

L. Sweetheart Snowman
3 ft

M. Honey Snowman
2.75 ft

N. Snowman Seat
5.6 ft



Seats & Sleighs



A. 4-Seat Santa Sleigh
4.5 ft

B. 2 Seat Santa Sleigh
3.25 ft

C. Grand Deluxe Throne
5.4 ft

D. Santa Chair
5 ft

E. Christmas Ball Ornament Seat
3 ft







Reindeer

"Unbelievable quality and detail. These displays go well with our growing collection of reindeer and polar bears!"

George B.







F. Standing Reindeer (Matte Finish)
5.6 ft

G. Gold Reindeer (Shiny Finish)
3.2 ft

H. Gold Majestic Stag (Shiny Finish)
7 ft











K. Skiing Reindeer
5 ft

I. Baby Reindeer
3 ft

L. Santa Reindeer
4.6 ft

J. Reindeer
4.9 ft

M. Funny Reindeer Lying Down
2.75 ft

Nutcrackers & Toys



A



B



C

D

A. Nutcracker Soldier
4 ft

B. Nutcracker
9 ft

C. Red Nutcracker
2.7 ft & 6 ft

D. Gold Nutcracker
2.7 ft & 6 ft



H I

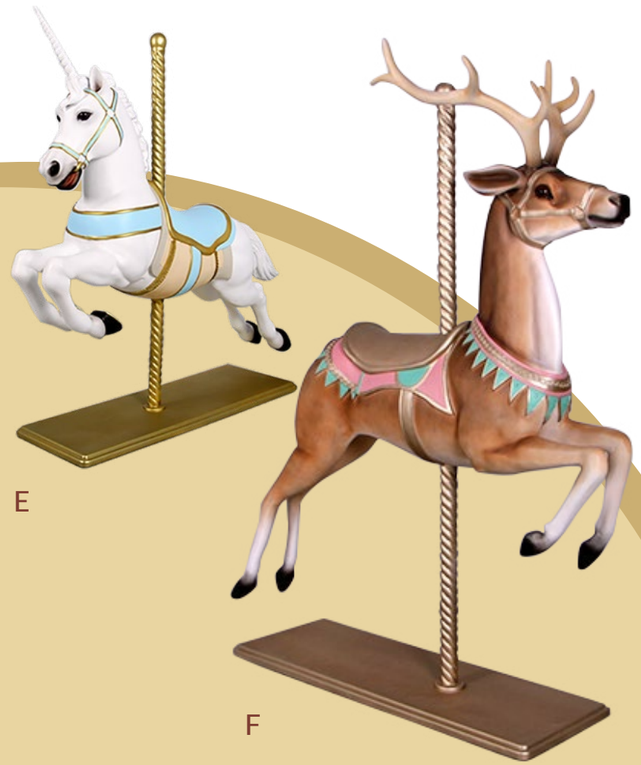
E. Christmas Carousel Unicorn
6 ft

F. Christmas Carousel Reindeer
6 ft

G. Tin Soldier
5 ft

H. Toy Soldier w/ Drum
9 ft

I. Toy Soldier w/ Trumpet
9 ft



E

F



G

Christmas Candy & Gingerbread



J



K



L



M



N

J. Gingerbread Man Santa
6 ft

K. Gingerbread Man Oliver
6 ft

L. Gingerbread Man Archie
5.4 ft

M. Gingerbread Woman Sofia
5.25 ft

N. Red & White Twist Popsicle
6 ft

O. Santa's Workshop Sign
3 ft

P. Merry Christmas Sign
4 ft

Q. Santa Boot & Presents
4 ft



O



P



Q



LED COMMERCIAL *Displays*



Create the most enchanting holiday scene with commercial grade LED Christmas displays! Each piece is alight with the brightest, most brilliant LED lights to illuminate your display from far distances, drawing audiences, smiles, memories and photos to be shared. Invite onlookers with whimsical animals, classic gifts and stars, or captivating animations with colorful transitions. With durable framework and high performance lights rated for outdoor durability, dimensional displays are an exciting and magnificent way to draw crowds and generate traffic for your destination.





LED Arches

Arches create an amazing “light tunnel” effect, an experience that is irresistible to traffic, photo ops and joy! With dozens of unique customization options, decorate your arches with garlands and ornaments. Crafted in Texas with high-strength aluminum framing, these outdoor-durable arches are a beautiful display for icicle lights, RGB lights, conicals, C7s, C9s, G50s, or lightiline and retrofit bulbs... the options are endless!



Walk-Through Arches

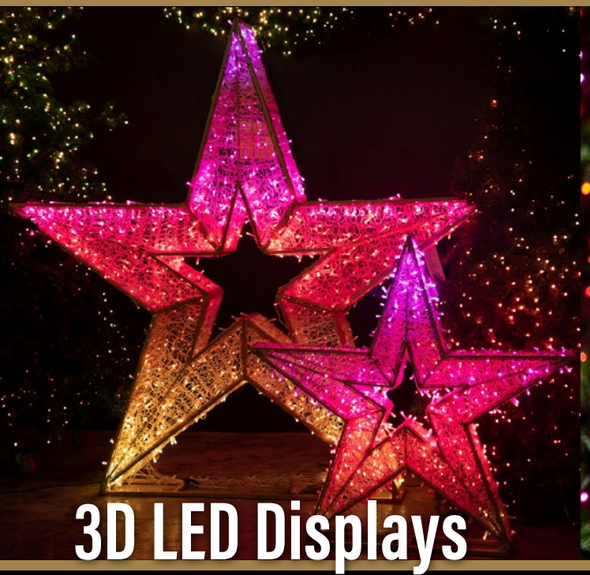
10 ft wide by 10 ft tall
Sold in 4′ pieces



Drive-Through Arches

14 ft wide by 12 ft tall
Sold in 4′ pieces

- Interactive design that brings the wow-factor to walkways, shopping centers, drive-through parks, theme parks and more
- Walk-through and drive-through options available
- Made in the USA and indoor-outdoor rated
- Excellent for all holidays, celebrations, events, weddings, gardens and patios





3D LED Displays

Stars are an iconic and versatile design for shopping centers, event centers, sports venues, schools and churches. Perfect for Christmas and beyond, dimensional LED stars can be displayed for any holiday, special events, performances, and as memorable destination markers. With Twinkly Pro high performance RGB lights, Twinkly star displays can be customized with colors and effects to perfectly match the theme of your attraction or special occasion. Bring on the wow factor and photo opportunities, because there are exciting and endless ways to work a star display into any occasion!

Twinkly Pro 3D LED Stars

Available in 4 ft, 7 ft, and 10 ft

Twinkly Pro RGB smart lights- fully mappable with a smart device

Indoor/outdoor rated with pro-grade aluminum & gold-coated frame, transparent Flexi-PVC net covering

Customize your star with special effects for all occasions!



Holiday Themes



Patriotic Celebrations



Branding Designs

Warm White Stars

3D LED Star Icon

4 ft, 7 ft and 10 ft





3D LED Star Icon- Deluxe

4 ft, 7 ft and 10 ft





3D LED Bethlehem Star

6.5 ft

Golden Tinsel with Transparent Flexi-PVC Net



Outdoor rated and illuminated with our best-selling pro-grade conical lights

Gold powder-coated aluminum frame is designed for the most demanding outdoor applications

Combine different sizes together for an impressive feature display!

LED Ornaments



A. LED Ornament Icon - Feature Piece

8 ft
Warm White



B. LED Ornament Icon Walk-through

16 ft
Warm White & Pure White



C. LED Ornament Icon Walk-through- Feature Piece

12 ft
Warm White



A



D



E



F



Beautiful twinkle effect

B



D. LED

8 ft
Warm White



E. LED Round Ornament Icon - Walk-through

16 ft
Warm White



F. LED Ornament Icon Walk-through- Feature Piece

12 ft
Warm White

D. LED Round Ornament Icon Walk-Through

16 ft
Warm White

E. LED Photo Op Ornament Icon- Red Seat

8 ft
Warm White

F. LED Photo Op Ornament Icon- Deluxe Red Seat

8 ft
Warm White

G. Fancy Ornament Walk-Through

12 ft
Warm White

H. Ornate Ornament Walk-Through

Warm White



C



G

MADE TO ORDER



H

LED Reindeer

A. 3D LED Reindeer

6 ft · 8 ft · 10 ft · 12 ft
Warm White & Red



A

Photo Ops



B. LED Gilded Photo Op Frame

9 ft
Warm White & Red



C. LED Giant Santa Hat

9 ft



D. LED Vintage Ornament Photo Op Frame

9 ft

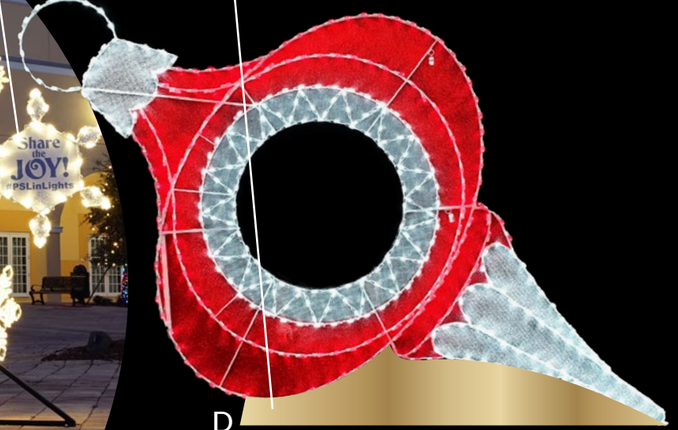


B

Customize with a logo or picture



C



D

Polar Express Trains

E. LED Warm White Walk-Through Train

Engine: 6.5 x 3.1 x 12.5 ft
Train car: 8 x 3 x 3 ft

F. LED Red and White Walk-through Train

Engine: 6.5 x 3.1 x 12.5 ft
Train car: 8 x 3 x 3 ft



E



F

Snowflakes

A. Snowflake Icon

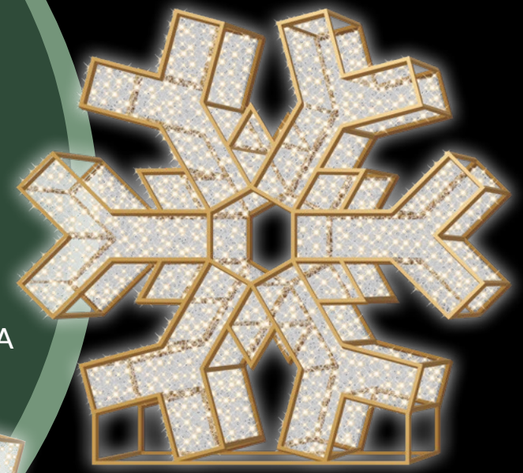
6 ft, 8 ft & 10 ft
Warm White

B. Radiant Snowflake Icon

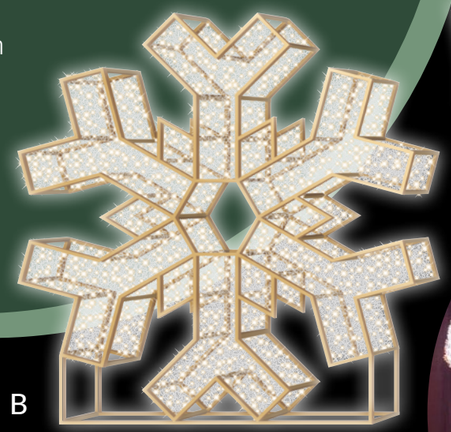
6 ft, 8 ft & 10 ft
Warm White

C. Star Snowflake Icon

6 x 6 ft
Pure White



A



B



C

Candy Cane

D. LED JOY - Peppermint Garland

6 x 16 ft
Pure White, Pure White & Red

E. LED Candy Cane

9 ft & 11 ft
Warm White & Red



D



E

Presents

F. 3D Present Stack

9 x 4 ft
Warm White & Pure White

G. 3D Trio of Presents

12 in, 18 in, 24 in, 30 in, 36 in & 48 in
Warm White & Pure White

H. 3D Present Icon

6 ft, 8 ft & 10 ft
Warm White & Red

I. 3D Walk-through Red & White Present

Warm White & Red

J. White Walk-through Present

13 x 10 x 10 ft
Pure White



F



G



H



I

MADE TO ORDER



J

2D Silhouette Decorations

A. 2D LED Papa Deer
6 ft

B. 2D LED Baby Deer
5 ft

C. 2D LED Mama Deer
6 ft

D. 2D LED Santa
6.5 ft

E. 2D LED Baby Bear
5 ft

F. 2D LED Mother Bear
6.5 ft

G. 2D LED Papa Bear
7.5 ft



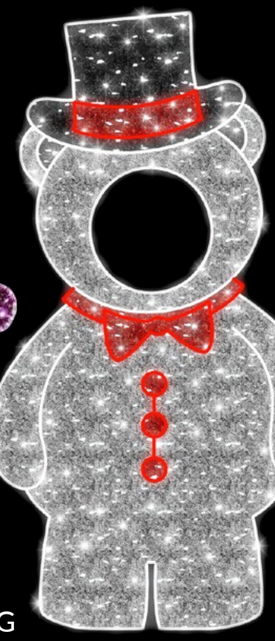
A



B



C



G



D



E



F

3D Greenery



H

H. Walk-Through Decorated Wreath with LED Bow
13.1 x 17 ft

I. Golden LED Sleigh- Warm White

> **“Showstopping quality and brightness. We were very impressed with how sturdy and easy these are to put together.”**
>
> Angelique E.



I

Hanukkah

A. Star of David
8 x 8 ft

B. Blue Bear
16 x 13 x 18 ft



A

MADE TO ORDER

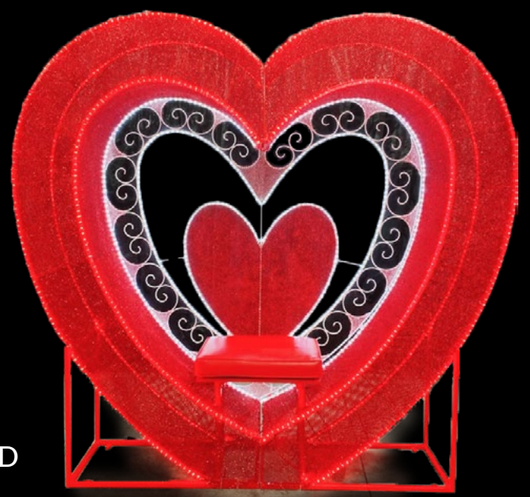


B

Valentine's Day



C



D



E

C. Hollow Heart Frame
9 x 7.5 x 1 ft

D. Heart Seat Frame
8.7 x 8.5 x 1.7 ft

E. 3D Love Garland
6 x 18 x 18 ft

F. Love Sign
6.5 ft



F



Pole Mounted Decorations

Street pole decorations are an iconic part of a city Christmas scene. With poles, decorative elements can be grouped together along the streets and lined along the walkways of heavy traffic areas, creating a big impact for your Christmas display.

Snowflakes
From 3 ft to 6 ft
Wreaths
4 ft and 5 ft
Holiday Scrolls
8 ft
Christmas Elements
From 4 ft to 14 ft

Santa & Friends
From 5 ft to 14 ft
Religious
4 ft and 5 ft
Non-Christmas
8 ft
12 Days of Christmas
7 ft and 8 ft



Fabulous shapes and colors to fit any holiday occasion

Crafted with high quality garland, LED lights and weather durable framing

Let the Holidays Begin!





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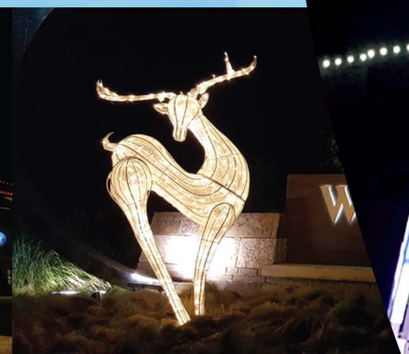
HOLIDAY CATALOG 2025

IMAGES & CONCEPTS IN THIS PROPOSAL © PREMIER CHRISTMAS













12′ REINDEER



14′ RESTING REINDEER



16’ WALK-THROUGH ORNAMENT



16’ WALK-THROUGH ORNATE ORNAMENT



LED ORNAMENT 4’, 7’, OR 10’



LED ORNAMENT WITH BENCH

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9’ VINTAGE ORNAMENT
PHOTO-OP*
*MESSAGE CUSTOMIZABLE



9’ PHOTO FRAME
PHOTO-OP*
*MESSAGE CUSTOMIZABLE



9’ SANTA HAT
PHOTO-OP



6′ SANTA, ELF, & REINDEER
PHOTO-OP



REINDEER FAMILY
PHOTO-OPS



SNOW BEARS
& SNOWMAN
PHOTO-OPS

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SANTA SLEIGH
PHOTO-OP



9' ORNAMENT
PHOTO-OP WITH SEAT



15' WALK-THROUGH
GIFT BOX
WITH BOW



13' WALK-THROUGH
GIFT BOX
WITH BOW



12' GINGERBREAD
HOUSE ARCH



18' GINGERBREAD
HOUSE ARCH

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IMAGE © PREMIER CHRISTMAS



13.5’ WALK-THROUGH
WREATH ARCH



13.5’ GIFT BOX
STACK



9’ MAJESTIC
GIFT BOX STACK



MAJESTIC GIFT BOXES
12”, 18”, 24”, 30”,
36” & 48”



6.5’ X 12.5’
TRAIN PHOTO-OP



LIGHT TUNNEL
4’, 12’, 20’, 28’
36’, 44’, 52’ LENGTHS*
*AVAILABLE IN PURE WHITE, WARM WHITE,
MULTI, RED, GREEN, BLUE & RGBW

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10’ X 31’ JOY



11.5’ X 59’ “HO HO HO”*
*ALSO AVAILABLE IN INDIVIDUAL DISPLAYS



11.5’ CHRISTMAS TREE
PHOTO-OP



8.5’ HOLLY FRAME
PHOTO-OP



8.5’ SANTA HAT
PHOTO-OP

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9’ X 15’ NORTH POLE
MAILBOX PHOTO-OP



10’ CANDY CANE
WALK-THROUGH ARCH



13’ WALK-THROUGH
CANDY HAT



13’ WALK-THROUGH
HOT COCOA MUG



13’ ROUND
WALK-THROUGH
GIFT BOX

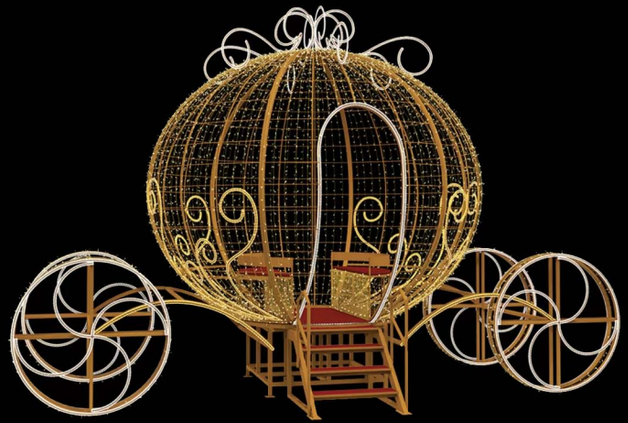


25’ SPIRAL
GIFT BOX TREE

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15’ X 20’ CARRIAGE
PHOTO-OP



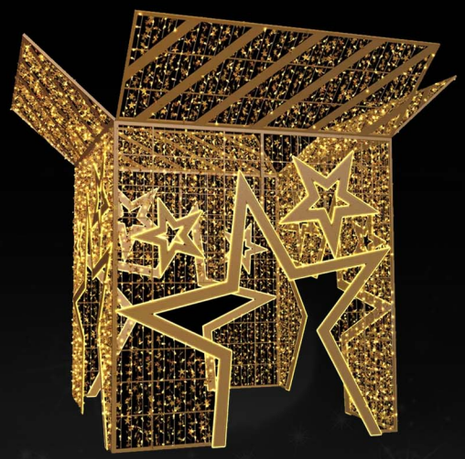
20’ HOT AIR
BALLOON PHOTO-OP



18’ WALK-THROUGH
LANTERN



18’ WALK-THROUGH
GIFT BOX ARCH



13’ WALK-THROUGH
STAR GIFT BOX



16.5’ WALK-THROUGH
GIFT BOX

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SEASONAL DECOR OPTIONS



3’ x 13’ LOVE LETTERING



8.5’ LOVE
PHOTO-OP



13’ HEART ARCH



10’ x 24.5’
I LOVE YOU DISPLAY



15’ WALKTHROUGH
HEART



11.5’ HEART STACK
PHOTO-OP

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Valentine’s Day

IMAGE © PREMIER CHRISTMAS



5.5’ LOVE STACK PINK



5.5’ LOVE STACK RED



4.5’ 2D HEART PHOTO-OP



6’ 2D PINK HEART PHOTO-OP



12’ PINK HEART ARCH

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Valentine's Day

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Spring



3.25’ CRACKED EGG
PHOTO-OP
YELLOW & PINK



3.25’ CRACKED EGG
PHOTO-OP
PURPLE & BLUE



3.25’ CRACKED EGG
PHOTO-OP
RED & WHITE



3.25’ EGG BENCH
PHOTO-OP



2’ x 7’ EASTER EGG
DISPLAY



3.5’ EASTER CHICK

IMAGE © PREMIER CHRISTMAS



3.5’ HAPPY LAMB



3.5’ EASTER BUNNY



3.5’ EASTER CHICK
WITH EGG

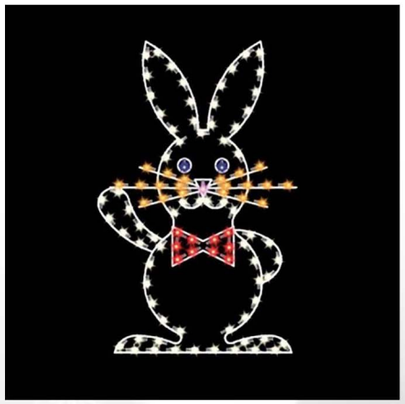
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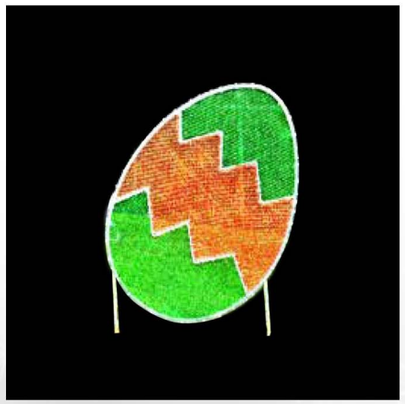
Spring



4.5’ HAPPY LAMB
ON EGG

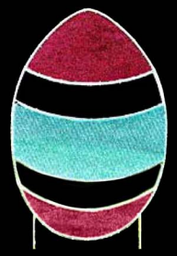


5’ 2D LED
EASTER BUNNY

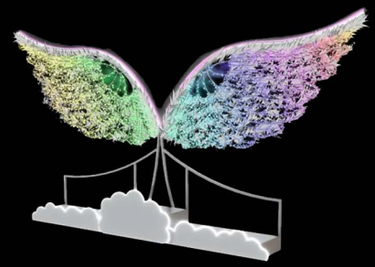


4.5’ GREEN GLITTER
MESH EGG WITH
LED ROPE LIGHT

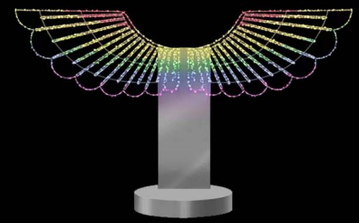
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5’ PINK & BLUE
GLITTER MESH EGG
WITH LED ROPE LIGHT



10’ x 19.5’ LED
ANGEL WINGS PHOTO-OP
WITH CLOUDS



6’ LED ANGEL WINGS
PHOTO-OP



8’ LED BUTTERFLY
PHOTO-OP



13.5’ LED
FLOWER ARCH



6.5’ GREEN LED
EASTER EGG

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Spring

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6.5’ BLUE LED
EASTER EGG



6.5’ LED
EASTER BUNNY
WITH CARROT



6.5’ LED
EASTER BUNNY
WITH HEART



8’ LED
EASTER EGG
ARCH



6’ LED
EASTER BUNNY
PHOTO-OP WITH SEAT



9.5’ LED
BLUE EASTER BUNNY
PHOTO-OP WITH SEAT

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Spring

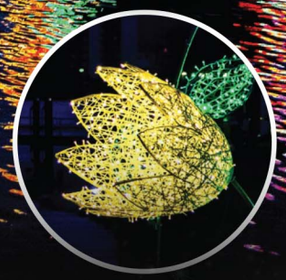
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ILLUMINATED FLOWERS

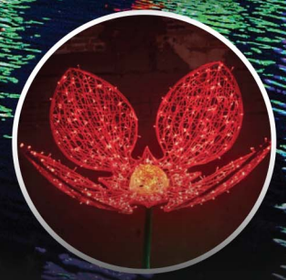
8.5’ - 10’



POPPY



TULIP



WILD FLOWER



TIGER FLOWER



GERANIUM

PREMIER CHRISTMAS

855.426.4544

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Spring

DECOR AVAILABLE IN

IMAGE © PREMIER CHRISTMAS



PREMIER CHRISTMAS

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Spring

DECOR AVAILABLE IN

IMAGE © PREMIER CHRISTMAS

EGG 3.5’ - 5’

UMBRELLA 3’-4’



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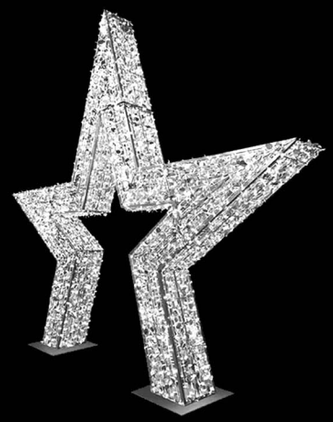
Spring

DECOR AVAILABLE IN

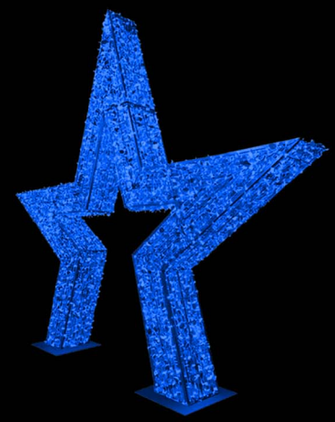
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15.5’ STAR RED



15.5’ STAR WHITE



15.5’ STAR BLUE



6’ STAR RED



6’ STAR WHITE



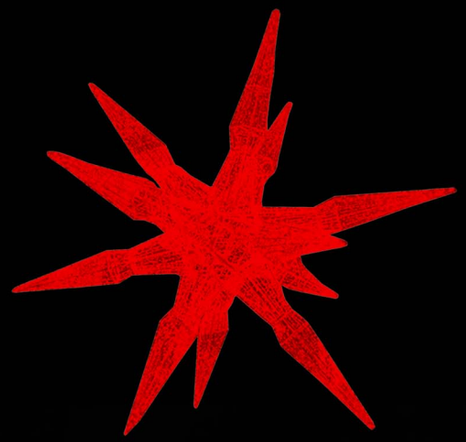
6’ STAR BLUE

PREMIER CHRISTMAS

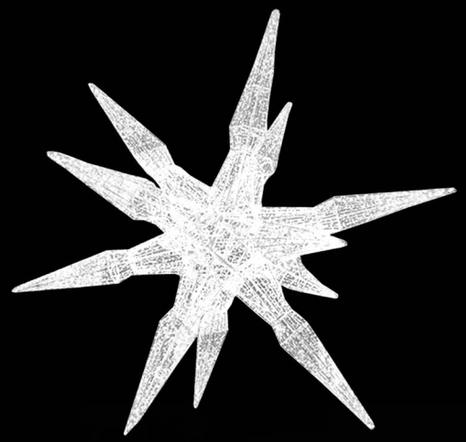
855.426.4544
PremierChristmas.com

Patriotic

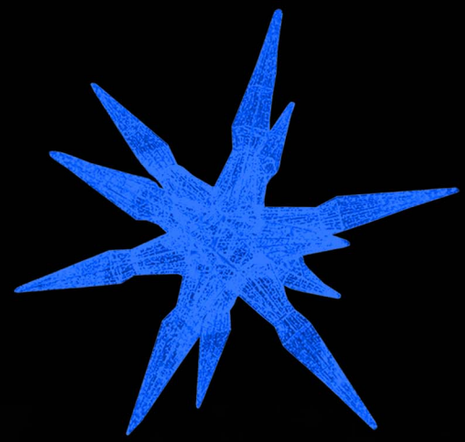
IMAGE © PREMIER CHRISTMAS



5’ COMET RED



5’ COMET WHITE



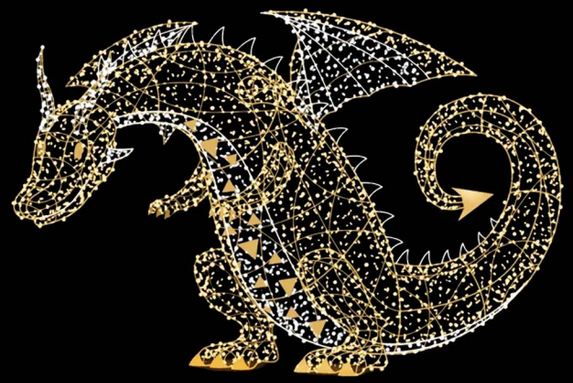
5’ COMET BLUE

PREMIER CHRISTMAS

855.426.4544
PremierChristmas.com

Patriotic

IMAGE © PREMIER CHRISTMAS



10’ DRAGON



5’ PUMPKIN



5’ 2D PUMPKIN



6.5’ MOON PHOTO-OP



16.5’ WALK-THROUGH PUMPKIN



52” x 80” PUMPKIN BENCH

PREMIER CHRISTMAS

855.426.4544
PremierChristmas.com

Halloween

IMAGE © PREMIER CHRISTMAS

Thank You

FOR REVIEWING
OUR PRESENTATION

PREMIER CHRISTMAS

CONTACT US

855.426.4544
PremierChristmas.com

Justin Lubbers
justin@premierchristmas.com

EXHIBIT C

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

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

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

1. Commercial General Liability insurance, including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability, with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per-project basis.

2. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit of $1,000,000.

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

1. A waiver of subrogation in favor of the City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Celina, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

3. Policies of insurance shall not be canceled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City of Celina.

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

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

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

RFP 2025-031
HOLIDAY LIGHTING INSTALLATION,
MAINTENANCE, AND STORAGE

PREMIER CHRISTMAS

BAFO

LINE 1
Lump Sum each year for Installation, Maintenance, Removal, and Storage of the City's current inventory of holiday lighting and decorations.
$99,425.00

LINE 2
Curtain Wall Light Replacement or Additions.
$9.00 per square foot for new light curtain additions. Current light curtains are included in Line 1.

LINE 3
Future Curtain Wall Light Installation, Removal, and Storage.
The cost to install, remove and store future curtain lights that the City may incorporate into their inventory.
$4.60 per square foot

LINE 4
Future Large Tree (40′ tall or greater) wrapped trunk and limbs in warm white minis. 360 ′ wrap of canopy in warm white C9s.
$6,000.00

LINE 5

Future Medium Tree (20′ to 40′ tall) wrapped trunk and limbs in warm white minis. 360 ′ wrap of canopy in warm white C9s.
$2,500.00

LINE 6

Future Small Tree (under 20′ tall) wrapped trunk and limbs in warm white minis. 360 ′ wrap of canopy in warm white C9s.
$1,000.00

ADDITIONS NOT LISTED IN THE ORIGINAL BID

The cost for materials and labor to strip old lights and purchase/install new lights is $15,992.00.

In the process of stripping old lights and reinstalling new lights, the old ornaments will also have to be removed at a cost of $1,500.00. The total cost to rewire is $17,492.00.

We do not recommend the use of old ornaments given their age/condition. However, if you wish to have us redecorate the tree with the old ornaments the additional cost is $4,660.00.

Again, given the age/condition of old ornaments we recommend purchase of new ornamentation at a cost of $13,741.00. However, this is not a required component of this bid. It is a recommendation to keep the décor program in optimal condition.

Given the same age and condition of lights/ornaments/bows on other city owned greenery (such as the smaller Christmas tree and wreaths) we recommend you consider replacement of those items as well, however it is not required as part of this bid. For additional supporting documentation we have attached two detailed itemized proposals that cover these additional considerations.

The cost for materials and labor to strip old lights and ornaments and purchase/install new lights and ornaments is $35,893.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-031
SOLICITATION NAME: Holiday Lighting Installation and Storage
PROJECT #: N/A

Bid Opening Date	5/7/25	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	421
Number of Submissions:	5
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	5
Number of No Bids	2
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
Five responses were received. An initial review was completed by Purchasing to determine the responsiveness of each bidder and to score the catalog discount. All five responses were then sent to the department for further evaluation based on the criteria listed in the bid.

After the initial evaluation was completed Purchasing issued a best and final offer (BAFO) request to the top ranked firm. The department accepted the BAFO.

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

Recommended Vendor(s):	Premier Christmas
Contract Term:	One year with four optional one-year renewals

Ryan Quigley, Purchasing Agent	6-23-25
Submitted By	Date

Supplier Scoring Summary — 2025-031 Addendum 3 - Holiday Lighting Installation, Maintenance, and Storage

Supplier	Rank	Score	Round 2 - Evaluation	Project 1	Project 2	Project 3	Project 4	Project 5	Ability to meet the City's Objectives	Cost of Services	Catalog Discount
		100		8.00	8.00	8.00	8.00	8.00	30.00	20.00	10.00
Premier Christmas	1	92.08		7.67	7.33	7.33	7.33	8.00	30.00	16.41	8.00
The Perfect Light	2	83.73		6.33	6.00	6.00	6.00	6.67	24.00	18.73	10.00
Certified Christmas Lights	3	77.92		7.33	6.33	7.00	6.00	6.33	25.00	19.92	0.00
Decor Group Franchising LLC	4	68.69		5.33	5.33	5.33	5.33	5.33	19.33	16.69	6.00
Christmas Lights 4 U, LLC	5	58.00		4.00	3.67	3.67	4.33	3.67	15.67	20.00	3.00
		76.08		**6.13**	**5.73**	**5.87**	**5.80**	**6.00**	**22.80**	**18.35**	**5.40**

Event Number	2025-031 Addendum 3
Event Title	Holiday Lighting Installation, Maintenance, and Storage
Event Type	RFP
Issue Date	4/11/2025 08:00:02 AM (CT)
Close Date	5/7/2025 10:00:00 AM (CT)

Organization	City of Celina eBid
Workgroup	Purchasing
Email	rquigley@celina-tx.gov
Phone	
Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Christmas Lights 4 U, LLC	Dallas	TX	5/7/2025 04:29:02 AM (CT)	7	$ 81,586.50
Certified Christmas Lights (SYDH Dallas Inc.)	Dallas	TX	5/1/2025 12:02:30 PM (CT)	3	$ 81,930.00
The Perfect Light (TPL Operating, Inc.)	Farmers Branch	TX	5/7/2025 08:54:52 AM (CT)	7	$ 87,099.89
Decor Group Franchising LLC	Irving	TX	5/7/2025 09:39:10 AM (CT)	7	$ 97,780.00
Premier Christmas (Premier Lighting Enterprises, LLC)	Van Alstyne	TX	5/2/2025 03:19:00 PM (CT)	7	$ 99,425.00

Life Connected.

Strategic Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Bradley Kearney, Strategic Services Director
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon an amendment to the annual contract with Premier Lighting Enterprises, LLC to add the purchase of new holiday curtain lights and the associated installation, maintenance, and storage services at the unit prices listed, not to exceed the annual budgeted amount. (Kearney)

Background Information:
On this agenda, City Council is considering a contract with Premier for holiday lighting/decoration services (installation, removal, maintenance, and storage). This item amends that contract to add curtain lights for the Huddleston Building, Valley Vines, and the east side of 302 Walnut Street. The one-time cost to purchase the lights is $14,982.00. Additionally, there is an annual cost of $15,663.00 to install, maintain, remove and store the curtain lights.

The Downtown Commission would like to expand the holiday decorations in Downtown. After considering several options, the Commission would like to purchase new curtain lights for the Valley Vines building and Huddleston Building, which currently do not have lights. This will complete the Walnut block that is visible from the square.

City staff has received verbal approval from property owners to hang the lights on the buildings. Business operators have also been contacted and are in support. Staff is actively working with property owners to sign contracts to allow access to hang the lights. If written permission cannot be obtained by August 1, the curtain lights will not be purchased this year. The cost of the lights increases on August 1 due to seasonal demand.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. Contract Amendment

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

Staff Recommendation:
Staff recommends approval.

HOLIDAY LIGHTING CONTRACT

City Council Meeting
July 8, 2025



BACKGROUND

- City Council is considering a contract to install, take down, store, and maintain holiday decorations for Downtown and the Square, including
  - Main tree, decorations on city facilities, garland on light poles, curtain lights, Founders Park decorations, etc.
  - Tree wraps
- This item amends that contract to add the purchase, installation, and removal of new curtain lights for the Valley Vines building and Huddleston Building
  - Purchase, installation, and removal in first year = $30,645
  - Installation, removal, maintenance, and storage services in future years = $15,663
- Downtown Commission would like to expand curtain lights along Walnut Street

BACKGROUND

- Business operators in buildings have been contacted and are in support
- Property owners have been contacted and provided verbal approval to install the lights
  - Staff is working to sign contracts to provide right of access for the lights
  - If written permission cannot be obtained by August 1, the curtain lights will not be purchased this year – the cost increases on August 1 due to seasonal demand
- Staff recommends approval

CURTAIN LIGHTS





QUESTIONS?

AMENDMENT TO CONTRACT

HOLIDAY LIGHTING INSTALLATION, MAINTENANCE, AND STORAGE

Amendment 1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (the "Owner"), and Premier Lighting Enterprises, LLC (the "Provider") for the 2025-031 Holiday Lighting Installation, Maintenance, and Storage (the "Services"). The Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions of the original contract.

Article 5: Compensation – Utilizing the line item pricing provided as detailed in the Agreement, add the following:

A. Purchase and install new curtain lights for the Huddleston Building, Valley Vines, and 302 Walnut (East Side), covering a total area of 3,405 square feet, with an additional cost of $30,645.00 for year one (FY26). This is a one-time fee.

B. Incorporate the new lights into the existing inventory for future installation, maintenance, removal, and storage for a yearly cost of $15,663.00. This fee recurs annually.

A. Year One: $99,425.00 + $30,645.00 = $130,070.00

B. Year Two: $99,425.00 + $ 15,663.00 = $115,088.00
Year Three: $99,425.00 + $ 15,663.00 = $115,088.00
Year Four: $99,425.00 + $ 15,663.00 = $115,088.00
Year Five: $99,425.00 + $ 15,663.00 = $115,088.00

Amended five-year contract total = $590,422.00

AMENDMENT

This contract may only be amended by the written mutual Agreement of both parties.

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

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

PROVIDER

Justin Lubbers

Justin Lubbers - Owner
Printed Name & Title

6/25/25
Date

Life Connected.

Strategic Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Bradley Kearney, Strategic Services Director
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon a Resolution approving the design to be etched on the glass railings of the downtown center and the location of etched glass. (Kearney)

Background Information:
This item approves the final design and location of etched glass railings in the Downtown Center.

The Arts and Culture Board identified four public art projects for the Downtown Center: glass railings, atrium wall art, public conference room wall art, and external murals. The projects were included in the Downtown Center's total budget as presented by staff. They are funded from the public art allocation within the City's bond funds ($1.5 million). The Arts and Culture Board selected two art selection committees - one for the interior and one for the exterior. City Council appointed Council Member Wigginton to serve as the liaison for the interior committee and Council Member Grumbles for the exterior committee.

The glass railings component of the art projects is the highest priority, due to a long lead time for manufacturing and installation. In order to maintain the Downtown Center timeline, staff recommended, and the selection committee agreed, to use Viva Railings' (glass railing subcontractor) in-house design team to design the glass etching.

The selection committee met in April and May to discuss the glass railings. Their overall design direction was to create a timeless and elegant design that reflects Celina's agricultural heritage (especially wheat) with a sense of movement and balancing beauty and function.

The selection committee reviewed more than 10 design options, selecting two finalist designs, which were presented to City Council for consideration on June 10, 2025. City Council identified the natural wheat design as the preferred design with modifications to the height of the wheat and the size of the wheat blowing in the wind. The final design has been updated for consideration.

Additionally, the selection committee identified the areas of glass panels to be etched and those to leave clear. On the second, third, and rooftop (interior) levels, the committee recommends all glass to be etched. On the stairways, the committee recommends all glass to be clear. On the first level of the building, the committee recommends all glass be clear.

Upon approval by City Council, the glass will begin to be manufactured with the final design.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
The cost for the design is included in the overall Downtown Center project budget.

Staff Recommendation:
Staff recommends approval.

DOWNTOWN CENTER PUBLIC ART - GLASS

City Council Meeting
July 8, 2025



BACKGROUND

- Project: etched glass railings in the Downtown Center
- Arts and Culture Board appointed a selection subcommittee and City Council appointed a Council Member to participate
- Selection subcommittee identified two preferred designs that were presented to City Council on June 10, 2025
- City Council identified the natural wheat design as the preferred design with some minor modifications
    - Extend the height of the wheat
    - Enhance the size of the wheat blowing in the wind

FINAL DESIGN FOR APPROVAL



LOCATION FOR ETCHING

- Final location for etched panels:



LOCATION FOR ETCHING

- Final location for etched panels :
  - Etched glass to be located on all glass on upper levels



LOCATION FOR ETCHING

- Final location for etched panels :
  - Etched glass to be located on all glass on upper levels
  - Clear glass (no etching) to be located on the staircases



LOCATION FOR ETCHING

- Final location for etched panels :
  - Etched glass to be located on all glass on upper levels
  - Clear glass (no etching) to be located on the staircases
  - Clear glass (no etching) to be located on the first floor openings to the lower level



QUESTIONS?

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE DESIGN TO BE ETCHED ON THE GLASS RAILINGS OF THE DOWNTOWN CENTER AND THE LOCATION OF ETCHED GLASS.

WHEREAS, the City of Celina ("City") is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City desires to enhance community aesthetics, promote economic development, and develop as a unique city; and

WHEREAS, the City established the Arts and Culture Board and the City's public art program by Ordinance Number 2020-13 and Ordinance Number 2023-69R; and

WHEREAS, the City is constructing the Downtown Center, which will be a significant civic building in Downtown Celina; and

WHEREAS, the City identified funding for public art projects as a part of the construction of the Downtown Center; and

WHEREAS, one of the public art projects for the Downtown Center is etched glass railings; and

WHEREAS, the Arts and Culture Board, through an art selection subcommittee, recommended two preferred designs for etched glass to City Council on June 10, 2025; and

WHEREAS, City Council approves public art concepts and artists; and

WHEREAS, the City Council desires to approve the natural wheat design recommended by the Arts and Culture Board.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the etched glass design attached as EXHIBIT A.

SECTION 3. That the City Council hereby approves the location of etched and clear glass attached as EXHIBIT B.

SECTION 4. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 8th DAY OF JULY 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
APPROVED DESIGN FOR ETCHING FOR GLASS RAILINGS IN THE DOWNTOWN CENTER



EXHIBIT B
APPROVED LOCATION FOR ETCHED AND CLEAR GLASS RAILINGS IN THE DOWNTOWN CENTER

Location of Etched Glass



Location of Clear Glass



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Strategic Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Bradley Kearney, Strategic Services Director
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon a Resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change and approving cooperation with the Steering Committee of Cities Served by Oncor to negotiate with the company and direct any necessary litigation and appeals. (Kearney)

Background Information:
Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on June 26, 2025, with the City (and other cities retaining original jurisdiction) seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company is requesting the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about $7.90 per month.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates (July 31, 2025). The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

This Resolution suspends the July 31, 2025, effective date of the Company's rate increase for the maximum period permitted by law (90 days) to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Steering Committee of Cities Served by Oncor

The City of Celina is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee was created in the late 1980s and took on a formal structure in the early 1990s. Empowered by City Resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years. The Steering Committee acts on behalf of the City in settlement discussions, in preparation of a Rate Ordinance, on appeal of the Rate Ordinance to the PUC, and on appeal to the Courts. The Steering committee enhances cities' negotiating position and efficiency through a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts.

The Company will reimburse the Steering Committee for its reasonable rate case expenses. No individual City incurs liability for payment of rate case expenses by adopting a Suspension Resolution.

Legal Review:

This Resolution has been reviewed by legal counsel for the Steering Committee of Cities Served by Oncor.

Supporting Documents:

1. Staff Presentation
2. Resolution

Financial Consideration:

There are no financial considerations.

Staff Recommendation:

Staff recommends approval.

ONCOR RATE INCREASE SUSPENSION

City Council Meeting
July 8, 2025



BACKGROUND

- Oncor filed an application seeking to increase rates
  - 13% revenue increase
  - 12.3% residential rate increase (average $7.90 per month)
  - 51.0% street light rate increase
- Rates will be implemented on July 31, 2025, if the City does not act
- Steering Committee of Cities Served by Oncor recommends suspending the rate increase for the maximum amount allowed by law (90 days), so that the Steering Committee can:
  - Evaluate the filing
  - Determine if filing complies with law
  - Determine any further strategies to pursue, including settlement

STEERING COMMITTEE

- City participates in the Steering Committee of Cities Served by Oncor
- Steering Committee acts on behalf of the City in:
  - Settlement discussions
  - Preparation of a rate ordinance
  - Appeal of a rate ordinance to PUC
  - Appeal of a rate ordinance to court
- Purpose: enhance the negotiating position of cities and efficiency by having a common review and purpose
- Oncor will reimburse Steering Committee for legal and consulting costs related to rate case

NEXT STEPS

- Staff recommends approval of suspension
- Steering Committee will act on behalf of the City
- Staff will track progress
- Additional items will be placed on upcoming Council meetings depending on direction of Steering Committee

QUESTIONS?

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; 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 FOR THE STEERING COMMITTEE.

WHEREAS, on June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Celina a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court

litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

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. A copy of this Resolution shall be sent to 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., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 8th DAY OF JULY 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act upon an Ordinance amending Ordinance No. 2024-83 which adopted and approved the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each department, project, and account, by adopting an amended 2024-2025 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:
The City routinely amends its budget, which for Fiscal Year 2025 runs from October 1st to September 30th, 2025, to secure Council approval for updated appropriations in various funds. These amendments address a range of needs, including administrative adjustments to accurately reflect offsetting revenues and expenses, cover unanticipated expenditures, allocate new revenues, and facilitate the transfer of internal funds across the City's operational platform, with all changes ultimately approved by ordinance.

The following expenditures are requested for amendment to the original budget for the month of July.

- $5,000,000.00 in Transfers to the Capital Acquisitions Fund for the Downtown Center Construction.
- $5,000,000.00 in Construction expenses in Capital Acquisitions Fund for Downtown Center Construction offset by the above Transfer In.
- $5,698.00 in General Fund expenses for vehicle repairs from insurance proceeds.
- $31,000.00 in Downtown Fund expenses for Curtain Lights for Downtown.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Ordinance Amending the Budget July 8, 2025

Financial Consideration:
The proposed amendment uses fund balance and revenue to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance to fund the proposed amendment.

Staff Recommendation:
Staff recommends approval.

FY 2025 BUDGET AMENDMENT

City Council Meeting
July 8, 2025



DETAILS

- Downtown Center Construction from General Construction Fund to and budgeted in Fund 120 Capital Acquisitions
- Vehicle Repairs funded by Insurance Reimbursement Revenue
- Downtown Curtain Lights

Fund	Type	Description	Adjustment
General Construction	Fund Balance - Interest	Downtown Center Construction	(5,000,000)
General Construction	General Construction Fund	Downtown Center Construction	5,000,000
Acquisitions Fund	Transfer In	Downtown Center Construction	(5,000,000)
Acquisitions Fund	Construction	Downtown Center Construction	5,000,000
General Fund	Insurance Proceeds	TML Insurance Proceeds	(5,698)
General Fund	Vehicle Repairs	Building Inspections vehicle repairs insurance reimbursement	5,044
General Fund	Vehicle Repairs	Police vehicle repairs insurance reimbursement	654
Downtown Fund	Fund Balance	Downtown Curtain Lights	(31,000)
Downtown Fund	Special Projects	Downtown Curtain Lights	31,000

QUESTIONS?

ORDINANCE NO. 2025-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2024-83, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2024-2025 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 2024-2025, heretofore previously adopted by Ordinance 2024-83; 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, THAT:

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, 2025, heretofore previously adopted by Ordinance 2024-83 duly enacted by the City Council of the City of Celina on the 10th day of September, 2024, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 8th day of July 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: July 8, 2025

Account #	Account Name	Description	Adjustment
104-21-3050	Fund Balance - Interest Earnings CY/PY	Downtown Center Construction	(5,000,000)
104-123-000-7500	General Construction Fund Transfers Out	Downtown Center Construction	5,000,000
120-400-000-4900	Capital Acquisition Fund Transfer In	Downtown Center Construction	(5,000,000)
120-102-000-4900	Construction	Downtown Center Construction	5,000,000
102-400-000-4707	Insurance Proceeds	TML Insurance Proceeds	(5,698)
102-107-000-6432	Vehicle Repairs	Building Inspections vehicle repairs insurance reimbursement	5,044
102-112-000-6432	Vehicle Repairs	Police vehicle repairs insurance reimbursement	654
112-21-3050	Fund Balance	Downtown Curtain Lights	(31,000)
112-127-000-6700	Special Projects	Downtown Curtain Lights	31,000

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an amendment to Ordinance 2025-02 amending the City's Master Thoroughfare Plan and Map. (Glasgow)

Background Information:
The Texas Department of Transportation (TxDOT) conducted a feasibility study to determine a new alignment for FM 455. The realignment would relocate FM 455 out of downtown from Dallas Parkway to Shady Brooke Lane in Collin County, TX. During the study, TxDOT and the city conducted several meetings with the public to gather feedback on the alternative routes presented. The study included the evaluation of several criteria such as improved east-west mobility, improved safety, engineering (including cost), displacements due to right-of-way needs, community impact, cultural resources, and input from the stakeholders and the community. After extensive analysis, TxDOT selected the best route based on these factors. The alignment follows the majority of the city's existing alignment for GA Moore Parkway.

As a result of TxDOT's feasibility study, City staff propose to amend Exhibit A of Ordinance 2025-02 to set the alignment of GA Moore Parkway to match the selected alignment of FM 455.

Legal Review:
Ordinance has been reviewed and approved by Legal.

Supporting Documents:
1. Staff Presentation
2. Celina Master Thoroughfare Exhibit A
3. 2025 Ordinance

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval as presented.

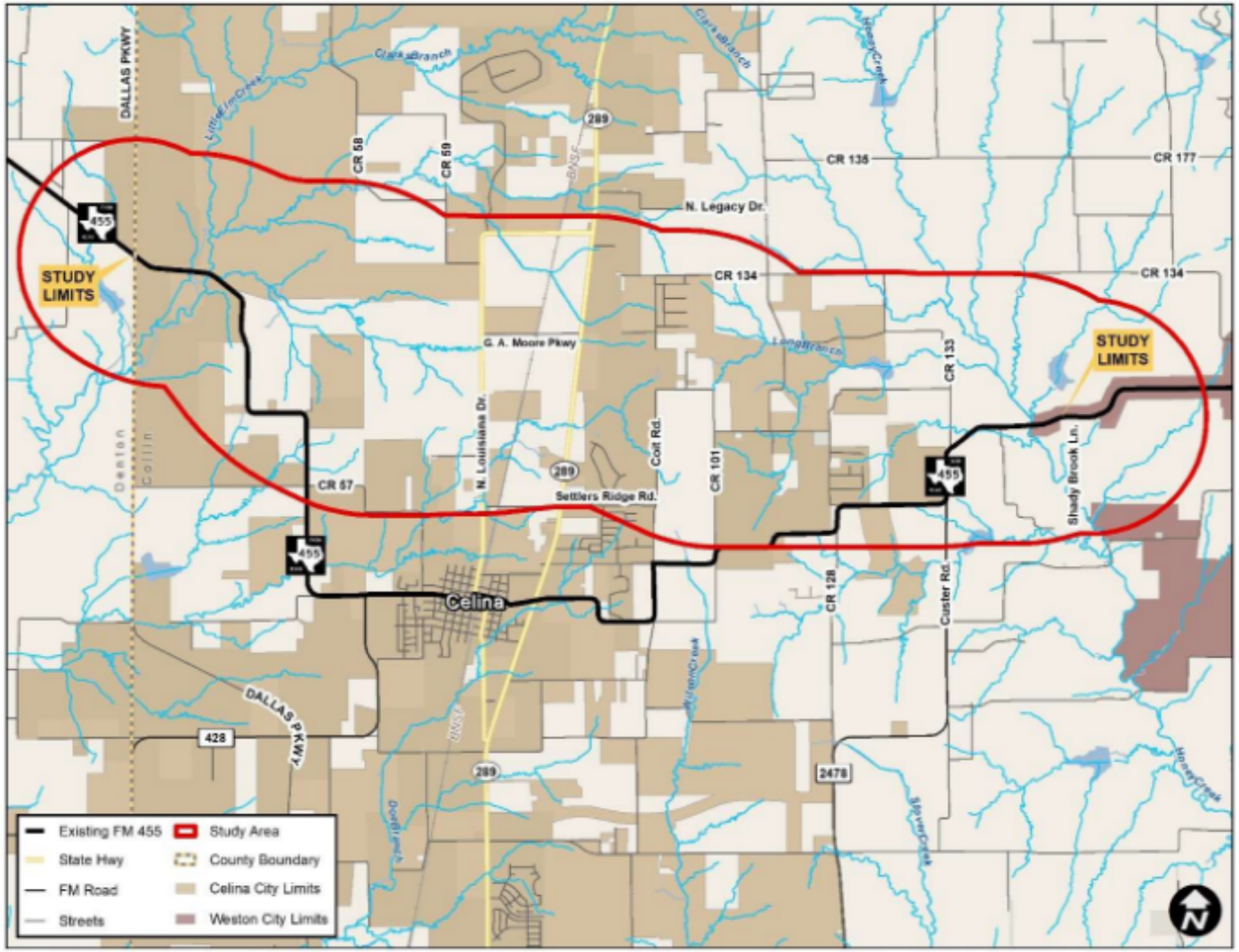
MASTER THOROUGHFARE PLAN (MTP) UPDATE 2025

July 08, 2025

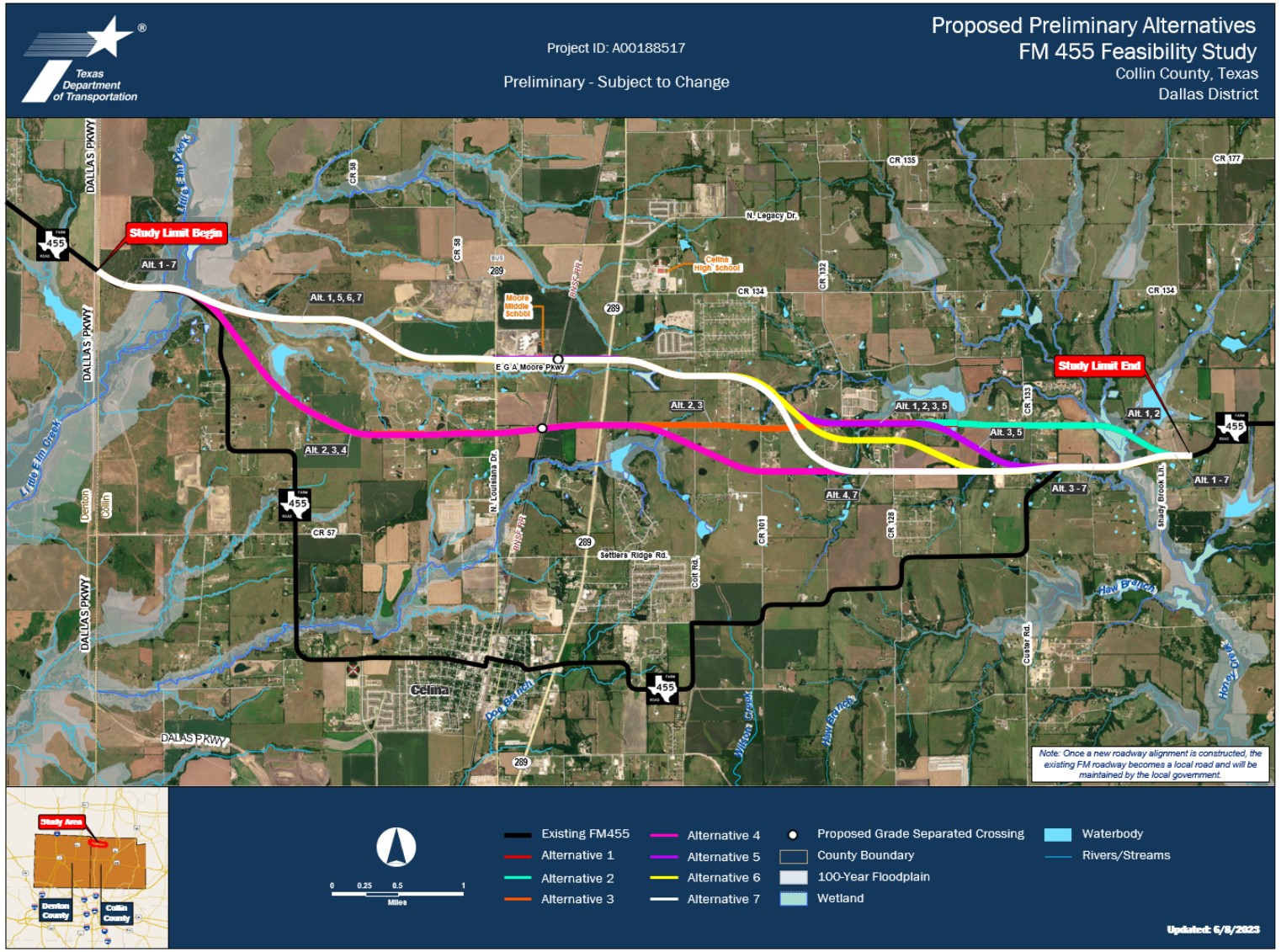
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



TXDOT FM 455 FEASIBILITY STUDY



FM 455 ALTERNATIVES



FM 455 ALTERNATIVES EVALUATION

EVALUATION MATRIX

FM 455 Feasibility Study - Preliminary Alternatives Evaluation Matrix
From Dallas Parkway to Shady Brook Lane ID: A00188517

● GOOD
◉ NEUTRAL
○ POOR

ANALYSIS MATRIX

SCREENING / EVALUATION CATEGORY		Recommended Alternative	No Build	Widening Existing Alternative	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5	Alternative 6	Alternative 7
Purpose & Need	Improve East-West Mobility	●	○	○	●	●	●	●	●	●	●
	Improve Safety	●	○	○	●	●	●	●	●	●	●
Engineering	Total Segment Length along CL (miles)	9.2	12.4	12.4	8.6	8.8	8.9	8.8	8.7	8.7	8.8
	Estimated Total Construction Cost in Millions *Note: The Recommended Alternative has a significantly lower cost due to usage of already existing pavement.	$129M	$0M	$248M	$172M	$176M	$177M	$177M	$173M	$173M	$176M
Displacements & Right-of-Way Requirements	Parcels Impacted (count)	81	0	277	74	88	99	92	82	83	86
	Residential Displacements (count)	6	0	32	1	0	2	2	3	3	3
	Future Residential Displacements (count) *Currently user construction or Platte is being reviwed by the city	0	0	0	87	108	108	134	87	80	87
	Business Displacements (count)	0	0	19	1	0	0	0	1	1	1
	Amount of New Right-of-Way Required (acres)	65	0	73	105	138	149	131	101	104	104
	Estimated New Right-of-Way Cost in Millions	$14.2M	$0M	$15.9M	$22.9M	$30M	$32.4M	$28.6M	$22M	$22.7M	$22.7M
Community & Natural Resources	NWI Wetland Features (count)	6	0	7	6	9	12	12	8	9	8
	Number of Adjacent Public School Property(ies): Existing	2	1	1	2	0	0	0	2	2	2
	Impacts to Future ISD Properties (count)	0	0	0	0	1	1	2	0	1	1
Planning	Adherence to Collin County Thoroughfare Plan	●	○	○	◉	○	○	○	◉	◉	◉
	Adherence to Celina Thoroughfare Plan	●	○	○	◉	○	○	○	●	◉	◉

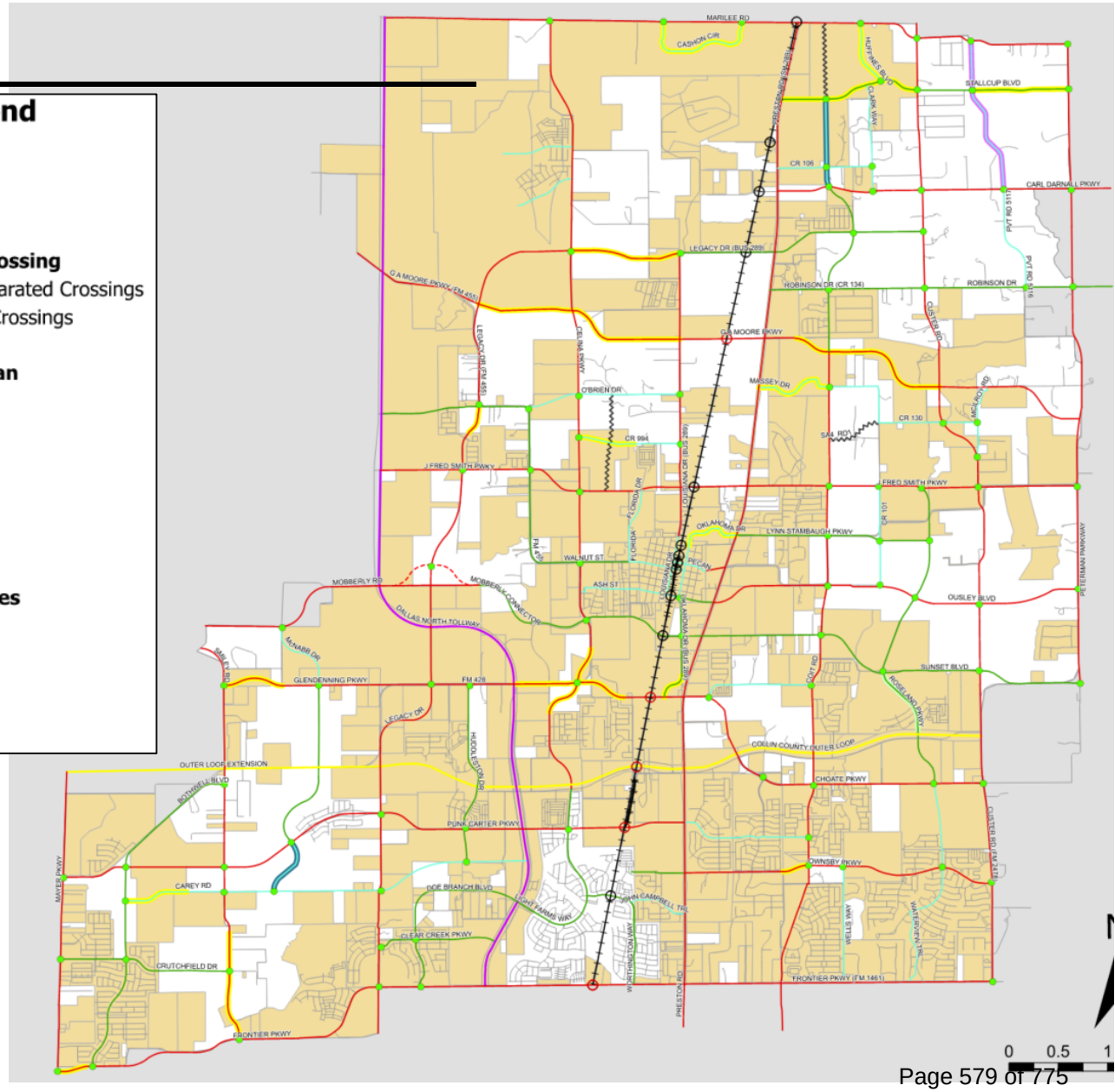
FM 455 RECOMMENDED ALIGNMENT



Figure 12. Final Recommended Alternative

PROPOSED UPDATE

- **Match TxDOT FM 455 alignment for GA Moore Parkway**

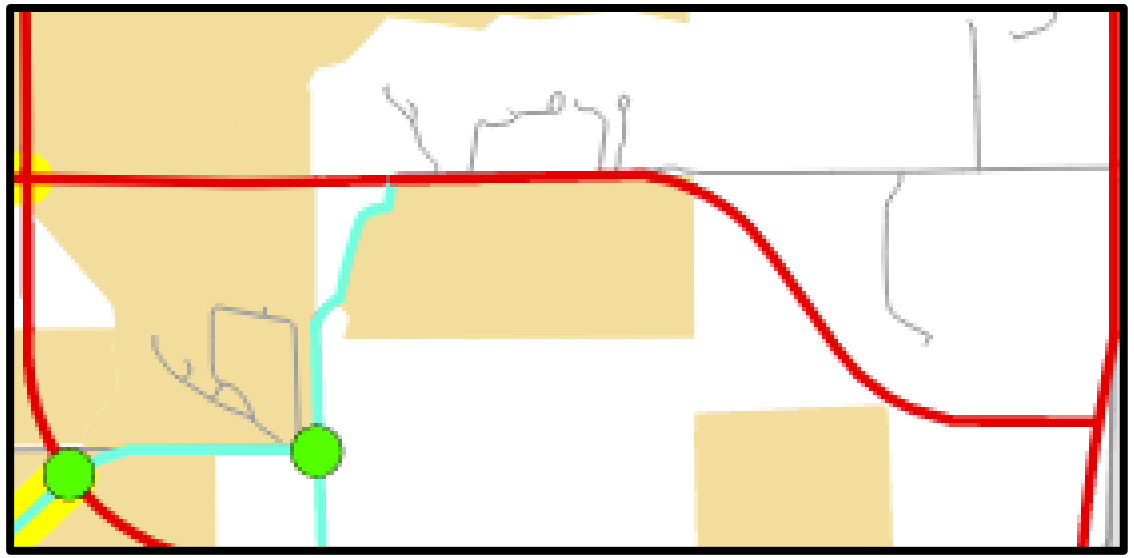


G.A. MOORE PKWY MODIFICATION

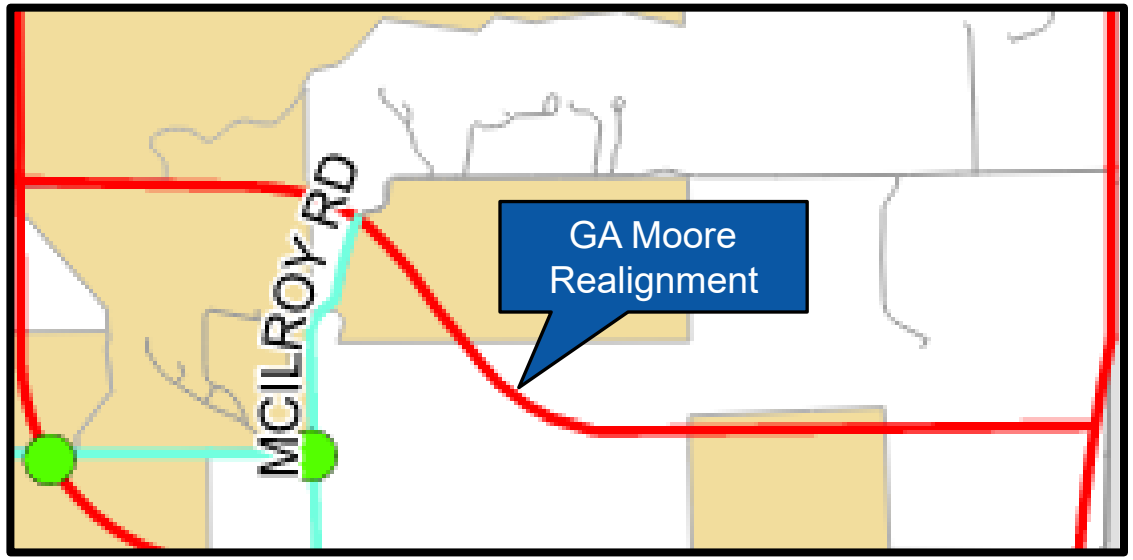


GA MOORE PARKWAY CHANGE

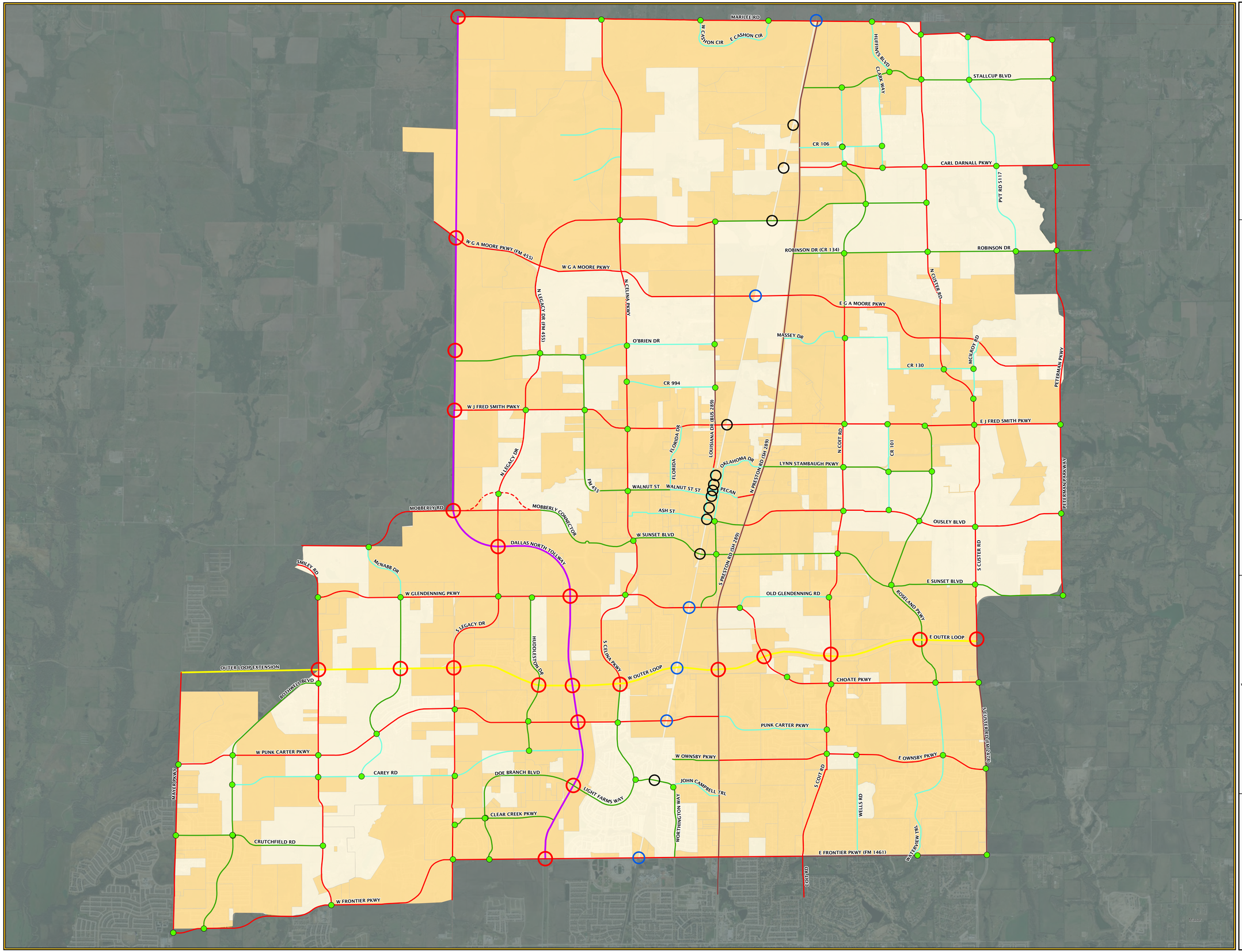
Current



Proposed



QUESTIONS?



Thoroughfare Plan

EXHIBIT A

City of Celina

Legend

- Roundabout

Thoroughfare Crossing

- Grade Separated Crossings
- RR Grade Separated Crossings
- RR At Grade Crossings

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4LD 90' - 100' ROW*
- 6LD 140' ROW*
- 6LD 120' ROW*
- 6LD-ALT 120' ROW
- Freeway 400' ROW
- Outer Loop 500' ROW
- City Limits
- ETJ Limits

Notes:

*** MAJOR ARTERIAL: 140' OR 160' ROW AT INTERSECTIONS**

**** MINOR ARTERIAL: 110' OR 120' ROW AT INTERSECTIONS**

***** MINOR COLLECTORS: TIA REQUIRED TO DETERMINE LOCATION AND CAPACITY**

N
W E
S

0 4,500 9,000 Feet

7/1/2025

ORDINANCE NO. 2025- 02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE MASTER THOROUGHFARE PLAN AND MAP OF THE CELINA 2040 COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, SAVINGS, AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") is a Home Rule municipal corporation operating under a municipal charter adopted as authorized by Article XI, Section 5 of the Texas Constitution; and,

WHEREAS, the City Council of the City (the "City Council") adopted the Celina 2040 Comprehensive Plan on April 13, 2021 by Ordinance 2021-36 (the "Comprehensive Plan"), as allowed by Chapter 213 of the Texas Local Government Code, for promoting the long range sound development of the City and promoting public health, safety and welfare; and

WHEREAS, the Comprehensive Plan also adopts and incorporates the Major Thoroughfare Plan and map ("MTP"); and

WHEREAS, the City Council previously amended the MTP on August 9, 2022 by Ordinance 2022-99; and

WHEREAS, the City staff and the City's professional consultants have conducted an analysis of existing and proposed land uses; existing collector streets, arterial streets and highways; Texas Department of Transportation plans for highway improvements and the needs for north-south and east-west routes and connectivity within the City; and

WHEREAS, during the December 19,2024 Planning and Zoning Commission meeting, the Planning and Zoning Commission review the proposed amendments, and additionally, the planning department has reviewed the proposed amendments in accordance with Section 213.003(a)(2) of the Texas Local Government Code; and

WHEREAS, as a result of such analysis and review the City staff proposes amendments to the MTP as set forth in Exhibit "A" to this Ordinance, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development; and

WHEREAS, proper notice of public hearing upon this Ordinance has been posted in accordance with applicable law and the City Council has conducted the necessary public hearing where the public was provided an opportunity to give input on the proposed amendment to the Comprehensive Plan and finds that the adoption of this amendment of the MTP to the Comprehensive Plan is appropriate and serves a public purpose and protects the health, safety, and welfare of citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

Section 1. Findings. The recitals set forth above are deemed to be the findings and determinations made by the City Council and are incorporated into the body of this Ordinance as if fully set forthherein.

Section 2. Amendment. The MTP of the Comprehensive Plan is hereby amended as set forth in **Exhibit "A"** to this Ordinance, as if fully set forth herein.

Section 3. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5.: This Ordinance shall be effective from and after the date of its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 14th day of January, 2025.

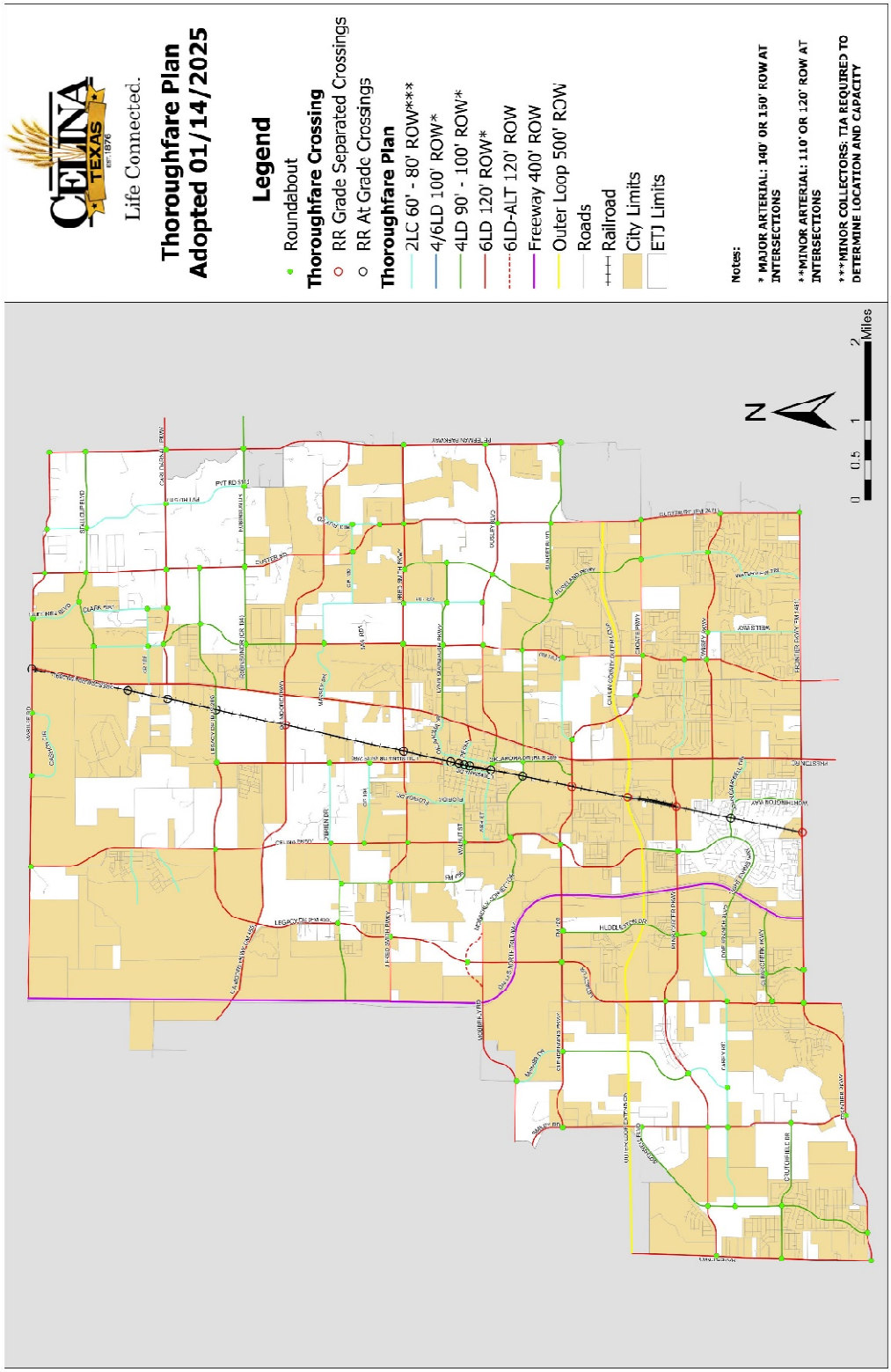
CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

EXHIBIT "A"
MASTER THOROUGHFARE PLAN AND MAP



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon a request for a Development Agreement on approximately 41 acres of land; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Glen at Uptown – Development Agreement) (Mohan)

Background Information:
This request is for a Development Agreement on approximately 41 acres of land currently located within the City's Extraterritorial Jurisdiction (ETJ), subject to a pre-annexation agreement set to expire in 2036. The applicant is proposing to develop a new single-family residential neighborhood that would become an extension of the existing master planned community (Uptown). The proposed Development Agreement also outlines the future annexation and zoning for the property. The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in May. Please refer to the attached documents for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Development Agreeement
4. Original Development Agreement

Financial Consideration:
N/A

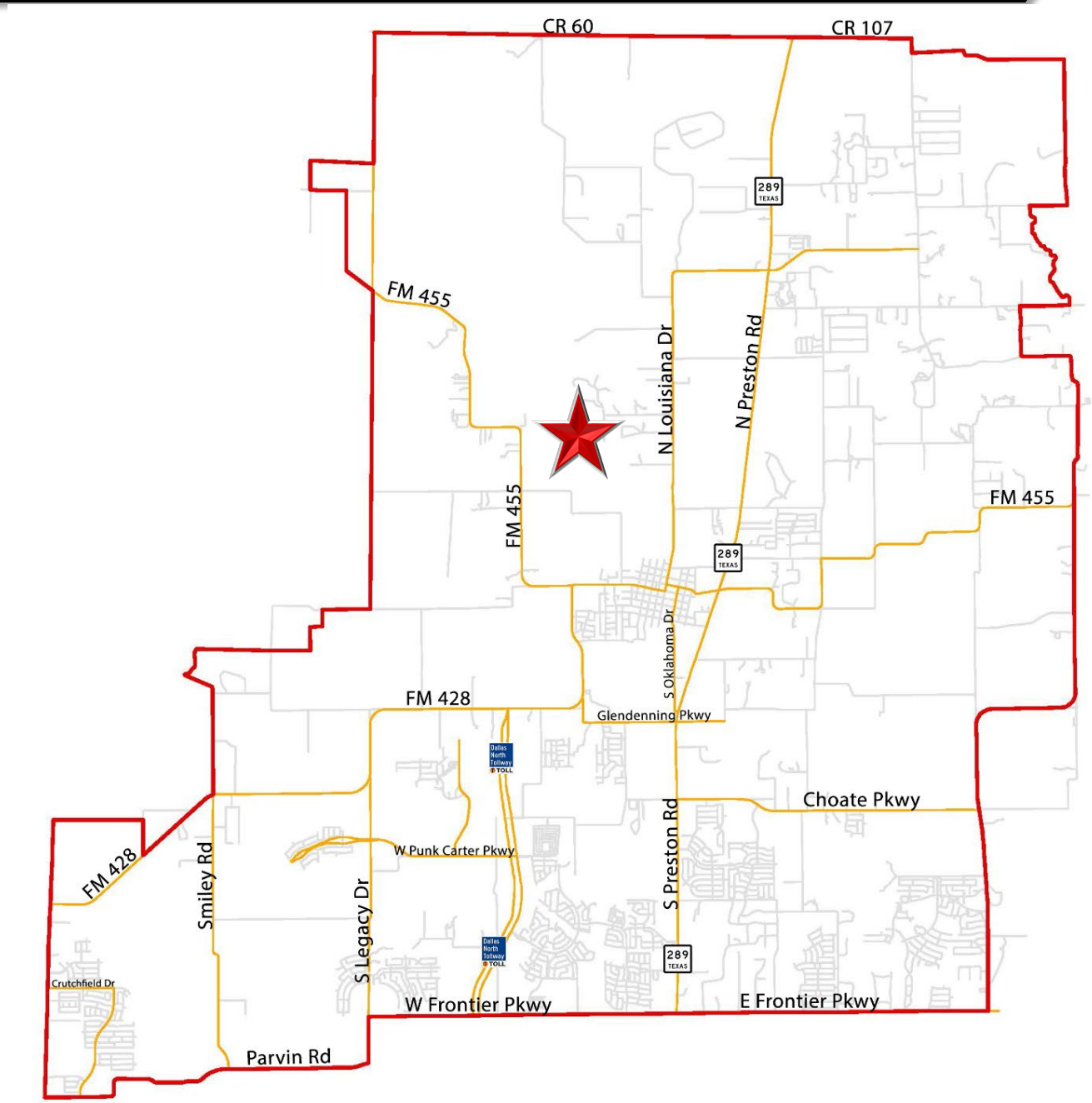
Staff Recommendation:
Staff recommends approval as presented.

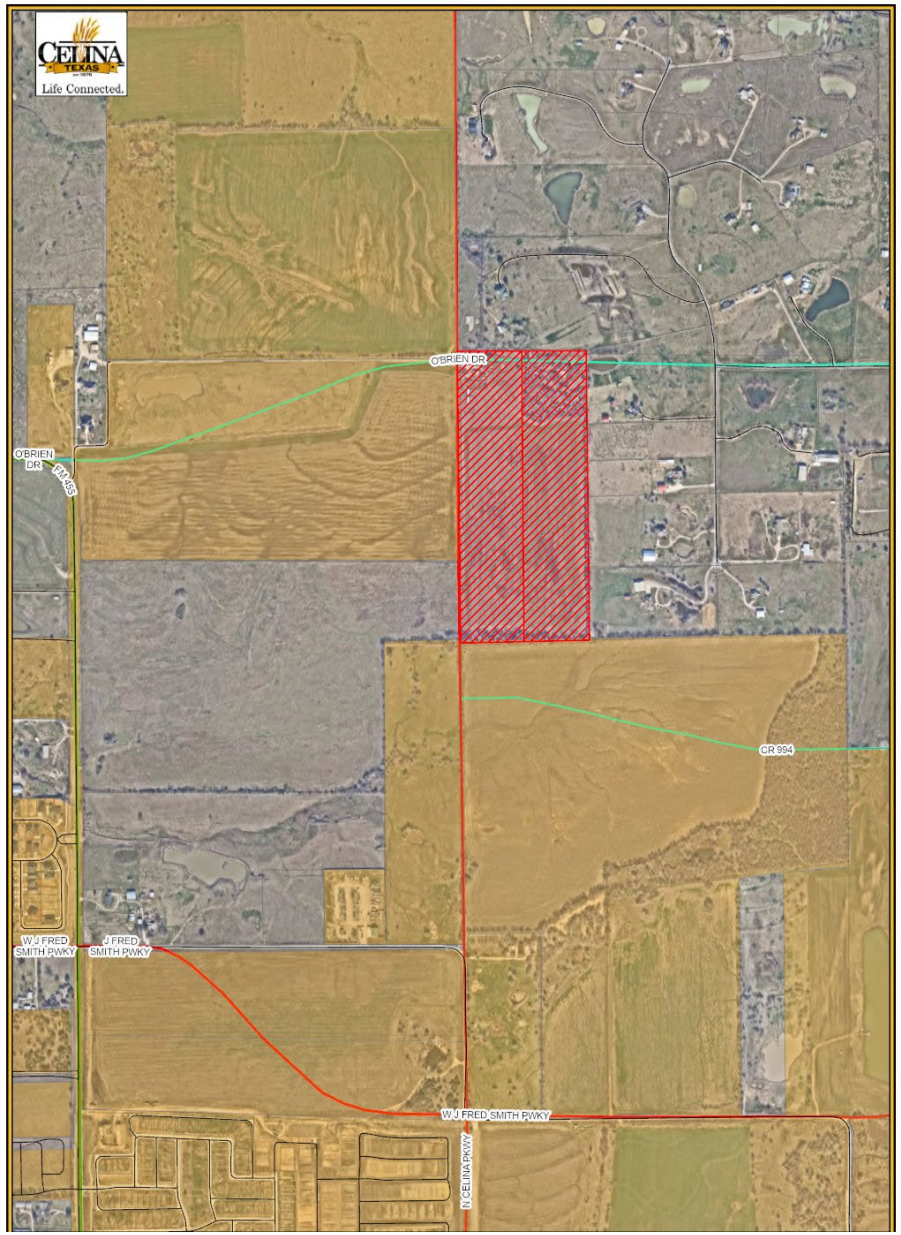
GLEN AT UPTOWN

Development Agreement

City Council
July 8, 2025




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



LOCATION MAP

The subject property is generally located at the southeast corner of future Celina Parkway and future O'Brien Drive

BACKGROUND

- The subject property is approximately 41 acres
- The property is currently within the Extraterritorial Jurisdiction (ETJ) with a pre-annexation agreement that expires in 2036
- The applicant is proposing to develop a new single-family neighborhood that would join an existing master planned community (Uptown)
- The proposed Development Agreement outlines the future annexation and zoning for the property

CONCEPT PLAN

SINGLE-FAMILY SUMMARY:

	LAND USE	UNITS	% OF UNITS
	70' x 130'	+/- 26	21%
	60' x 120'	+/- 46	37%
	50' x 120'	+/- 53	42%
	Total	**+/- 125**	**100%**



CONCEPT PLAN



ZONING OVERVIEW

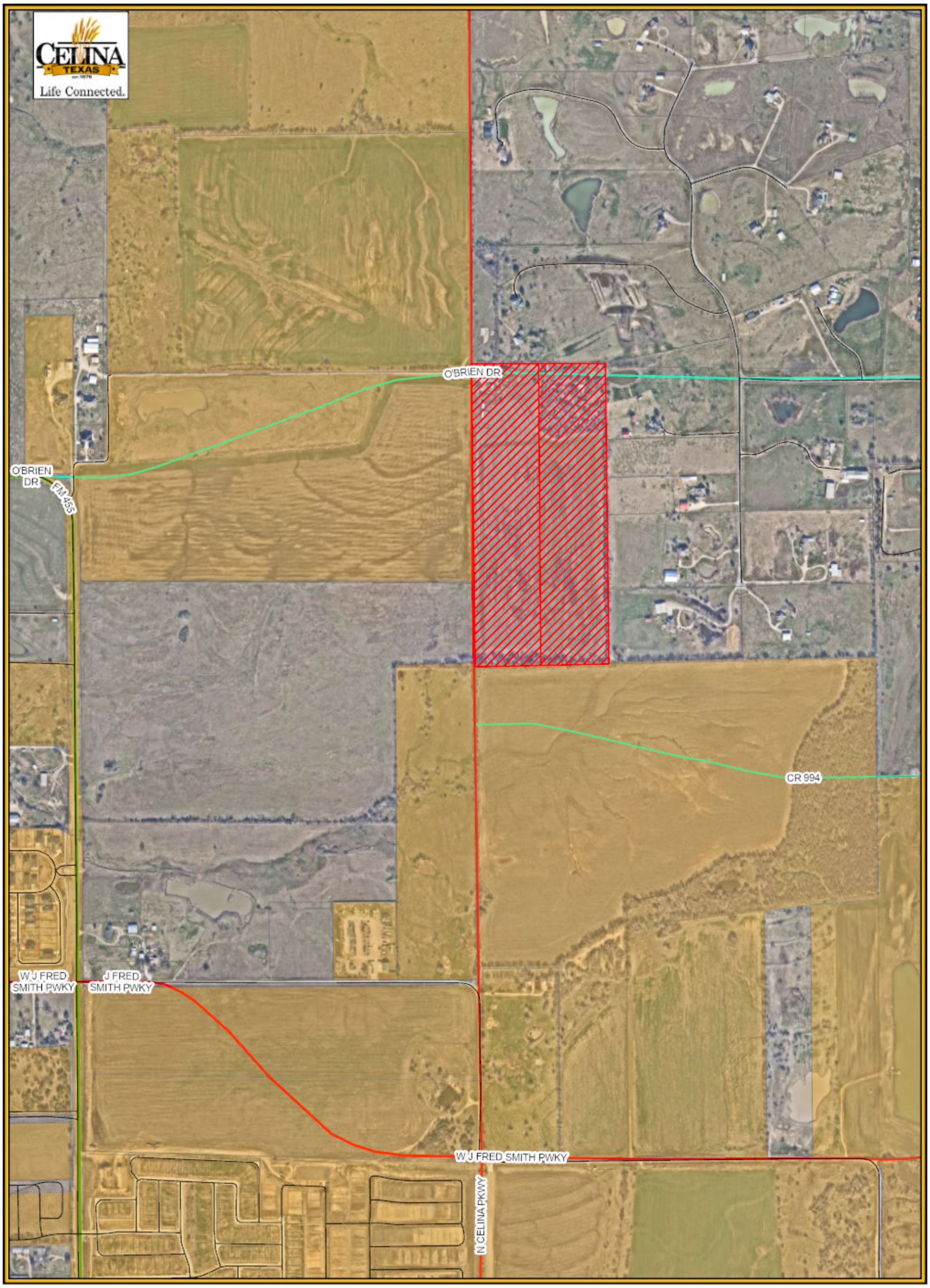
- The Development Agreement contemplates an extension of single-family uses with a base of Single-Family Residential Detached District (SF-R)
- The following lot mix is proposed:
  - 50' wide lots (60% max.)
  - 60' wide lots
  - 70' wide lots (10% min.)
  - No alleys proposed
- The project is within the 3.5 density cap of the Zoning Ordinance

POLICY CONSIDERATIONS

- The DA will bring an additional 41 acres into the City Limits, allowing City standards to apply instead of County regulations
- A new neighborhood does not conflict with the City's long-range plans
- No multi-family is proposed
- The project joins the existing Uptown MUD

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in May
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-DA-05 Glen at Uptown(GBAR Ph 3) - DA Location Map

4/21/2025

N
W E
S

0 500 1,000

Feet

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between PH Land Holdings, LLC, a Texas limited liability company (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, The Douglas and Saundra Barker Living Trust (the "Owner") owns 40.176 acres of land, generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to purchase the Property from the Owner and the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a master planned residential development, consisting of a single-family residential development (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public

Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by annexing the Property into the boundaries of Uptown Municipal Utility District No. 1 of Collin County (the "MUD"); and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

MUD means the Uptown Municipal Utility District No. 1 of Collin County consisting of the real property governed by the Uptown Development Agreement, as amended.

MUD Property means, collectively, the Property and the real property governed by the Uptown Development Agreement.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements, Roadway Improvements, Wastewater Improvements, and Water Improvements.

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit F**.

Special District Bonds means bonds issued by the MUD.

Uptown Development Agreement means that certain Development Agreement by and between the City and Rockhill Capital & Investments LLC, a Texas limited liability company ("Rockhill"), effective January 14, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20210311000485140, as amended by (i) that certain First Amendment to Development Agreement, effective November 11, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20211216002537340, (ii) that certain Second Amendment to Development Agreement, effective May 10, 2022 recorded in the Official Public Records of Collin County as Instrument No. 2022000086305, (iii) that certain Third Amendment to Development Agreement, effective August 8, 2023 recorded in the Official Public Records of Collin County as Instrument No. 2024000094200, (iv) that certain Fourth Amendment to Development Agreement, effective August 10, 2024 recorded in the Official Public Records of Collin County as Instrument No. 2024000102215, (v) that certain Fifth Amendment to Development Agreement, effective January 14, 2025 recorded in the Official Public Records of Collin County as Instrument No. 2025000010063, and (vi) that certain Sixth Amendment to Development Agreement, effective February 11, 2025 recorded in the Official Public Records of Collin County as Instrument No. 2025000016584.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit G**.

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW and Easement Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the rights-of-way and easements for thoroughfares, roads, streets, alleys, and utilities.

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit F**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Two (2) lanes of Celina Parkway for the portion of Celina Parkway located along the boundary line of the Property, as shown on **Exhibit F** attached hereto; and

(3) Two (2) lanes of O'Brien Drive for the portion of O'Brien Drive located along the boundary line of the Property, as shown on **Exhibit F** attached hereto.

(d) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit G**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) All offsite water Public Improvements, as shown on **Exhibit G** attached hereto.

(e) Wastewater Improvements by Developer. As required by the City Regulations Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in

accordance with approved engineering plans, construction plans, and other approved plans related to the Development.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted Public Infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadway and storm water Public Infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.4 Building Codes, Fire Codes and Building Materials. *Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently*

amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Impact Fees.

(a) Residential. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development of the Property that are charged uniformly to other developments located in the corporate limits of the City. All impact fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each lot.

(b) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit H** at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit H**.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING

BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY APPROVAL OF DEVELOPER'S SELECTED DEFENSE COUNSEL SHALL NOT BE UNREASONABLY WITHHELD, DELAYED, OR CONDITIONED. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES**

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 **THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE

IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that Section 3.4 and **Exhibit D**, plus all provisions referenced in Section 3.4 and all provisions related to **Exhibit D**, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2025 or if Developer notifies the City in writing prior to December 31, 2025 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to submit a voluntary annexation petition for the Property. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
MUD ANNEXATION & INFRASTRUCTURE FINANCING

7.1 City Consent to MUD Annexation. The Developer intends to submit, or cause the submission, to the City a Petition for Consent to Annexation, requesting the City's consent to annex the Property into the boundaries of the MUD. The City hereby agrees to consent to the

inclusion of the Property in the MUD by adoption and execution of a consent resolution (the "MUD Annexation Consent Resolution") in the form attached as **Exhibit E**.

7.2 Special District Financing.

(a) Pursuant to the Fourth Amendment to the Uptown Development Agreement, the City agreed that the total amount of Special District Bonds shall not exceed Three Hundred Million and No/100 Dollars ($300,000,000.00). The City hereby agrees that the total amount of Special District Bonds issued by the MUD shall not exceed $350,000,000.00 as a result of Owner's annexation of the Property contained herein into the MUD. Special District Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.2(a) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.3 Special District Notices. When selling any of the Property, Owner shall provide notice in a form required by Section 49.452 of the Texas Water Code, as amended, to anyone who purchases property within the MUD notifying the purchaser of the information required by said State statute. Further, such Owner shall require builders selling homes to continuously post a notice of the MUD property tax in a conspicuous location in each model home and provide an explanation of the property tax in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting

Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice

information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.1.1 Assignment by Developer to the MUD. Developer has the right to assign to the MUD those portions of this Agreement concerning the design, construction, installation, maintenance and repair of any Public Infrastructure. Thereafter, for limited purposes of such assignment, the MUD shall be considered and "Assignee," and, therefore, a Party for the purposes of this Agreement. Each assignment (i) must be in writing executed by Developer and the MUD, (ii) must obligate the MUD to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interest being assigned, and (iii) must identify by section number of the Development Agreement, as amended, the specific obligations to be assumed by the MUD. A copy of each assignment will be provided to all Parties after execution. From and after such assignment, the City agrees to look solely to the MUD for the performance of all obligations assigned to the MUD and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the MUD's failure to perform the assigned obligations; provided, however, Developer shall not be released until the City receives the assignment. No assignment by Developer shall release Developer from liability resulting from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer must maintain written records of all assignments made by Developer to the MUD, including a copy of each executed assignment, and, upon written request from any Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state having the same legal authority as the City to perform the City's obligations under this Agreement (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City

Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement

binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034

E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer:

Attn: Kyle Kooda
PH Land Holdings, LLC
5055 W. Park Blvd., Ste 500
Plano, Texas 75093
Email: kyle.kooda@perryhomes.com
RELegal@perryhomes.com
TEL: (972) 629-3881

With a copy to:

Attn: Joshua A. Bethke
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
E-mail: jbethke@coatsrose.com
TEL: (972) 982-8454

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

11.9 Non-Waiver. Any failure or delay by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	MUD Annexation Consent Resolution
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Preliminary HOA Education Support Agreement with Preliminary CCR Terms

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or

rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

11.18 Certifications. The Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees they will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(e) Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 11.18 shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section 11.18 during the term of this Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2025.

Date: _____ **CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

PH LAND HOLDINGS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2025, personally appeared _____, _____ of PH Land Holdings, LLC, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION

40.176 ACRES

BEING a tract of land situated in the County of Collin, State of Texas and being part of the S. A. & M. G. R. R. Company Survey, Abstract No. 877, and being all of the called 20.118 acre tract of land conveyed by General Warranty Deed from Douglas J. Barker and Sandra Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618110, Official Public Records, Collin County, Texas and the called 20.141 acre tract of land conveyed by General Warranty Deed from Douglas Jay Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618120, of said Official Public Records, and being more particularly describes by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of called 121.653 acres of land conveyed to Uptown Residential Development, Inc., recorded in Instrument No. 2024000155838, said Official Public Records, the Northeast corner of the called 25.089 acres of land conveyed to One Longhorn Land I, LP, recorded in Instrument No. 20220103000004740, said Official Public Records and the Southwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 00°22'23" West, with the West line of said Barker 20.141 ac., passing a 1/2 inch capped rebar found at the most Western Southeast corner of the called 163.603 acre tract of land conveyed to Shawn Ganji, recorded in Volume 5373, Page 3945, said Official Public Records, at 1950.32 feet, continuing on said course with an East line of said Ganji 163.603 ac., for a **TOTAL** distance of 1986.93 feet to a 1/2 inch rebar found leaning at an inside Ell corner of said Ganji 163.603 ac. and the Northwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 88°52'14" East, along and near a wire fence, with the North line of said Barker 20.141 ac. and 20.118 ac., passing the Southwest corner of the called 24.870 acre tract of land conveyed to BV Capital Solutions, LLC, recorded in Instrument No. 2024000106668, said Official Public Records, continuing on said course now with the South line of said BV Capital Solutions 24.870 ac., for a distance of 876.93 feet to a bois d'arc corner post at the Northwest corner of the called 11.786 acre tract of land conveyed to David W. Plunkett and Blaire D. Plunkett, recorded in Instrument No. 20150408000390940, said Official Public Records, an angle point of said BV Capital Solutions, LLC and the Northwest corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 00°37'06" East, continuing along or near the general course of a wire fence, with the East line of said Barker 20.118 ac. and the West lines of said Plunkett 11.786 ac., Griggs Farm Addition to Collin County, Texas, recorded in Instrument No. 19000101001023210, Plat Records, Collin County, Texas, passing a 1/2 inch square tube found at the Northwest corner of the called 10.00 acre tract of land conveyed to David Goldman and Shannon Goldman, recorded in Instrument No. 20180614000732750 at 994.87 ft., continuing on said course now with the East line of said Goldman 10.00 ac., passing a 1/2 inch rebar found at the Northwest corner of Michele Theurer and Thomas G. Theurer, recorded in Instrument No. 20130617000837780 and the Southwest corner of said Goldman

10.00 ac. at 1640.88 ft., continuing on said course now with the West line of said Theurer 10.00 ac. for a **TOTAL** distance of 1985.42 feet to a 1/2 inch iron rod found in the North line of said Uptown Residential Development 121.653 ac., at the Southwest corner of said Theurer 10.00 ac. and the Southeast corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 88°46'44" West, with the North line of said Uptown Residential Development 121.653 ac. and the South lines of said Barker 20.118 ac. and 20.141 ac. a distance of 885.45 feet to the **POINT OF BEGINNING** containing 1,750,067 square feet or 40.176 acres of land.

EXHIBIT B
DEPICTION OF THE PROPERTY

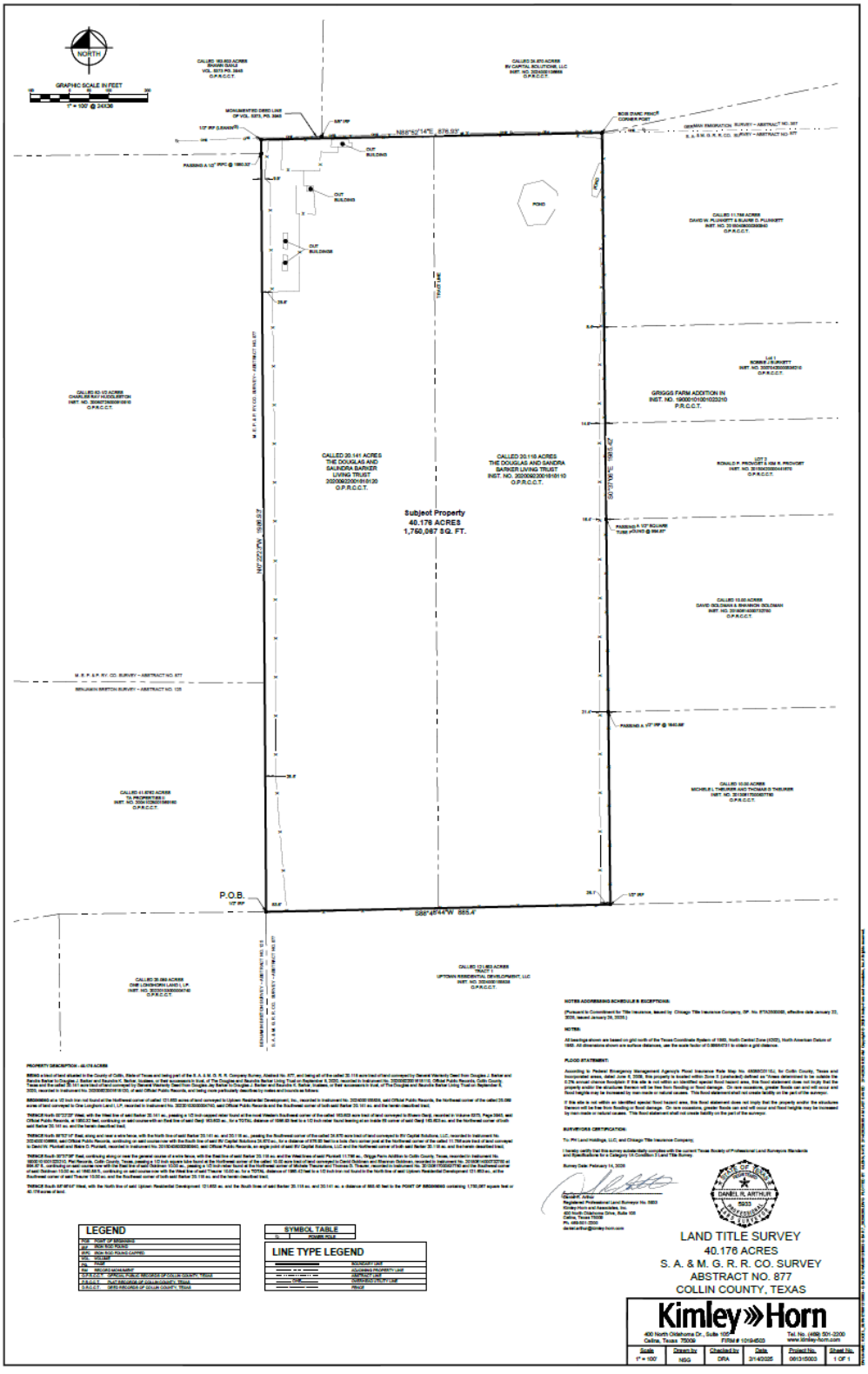


EXHIBIT C
CONCEPT PLAN

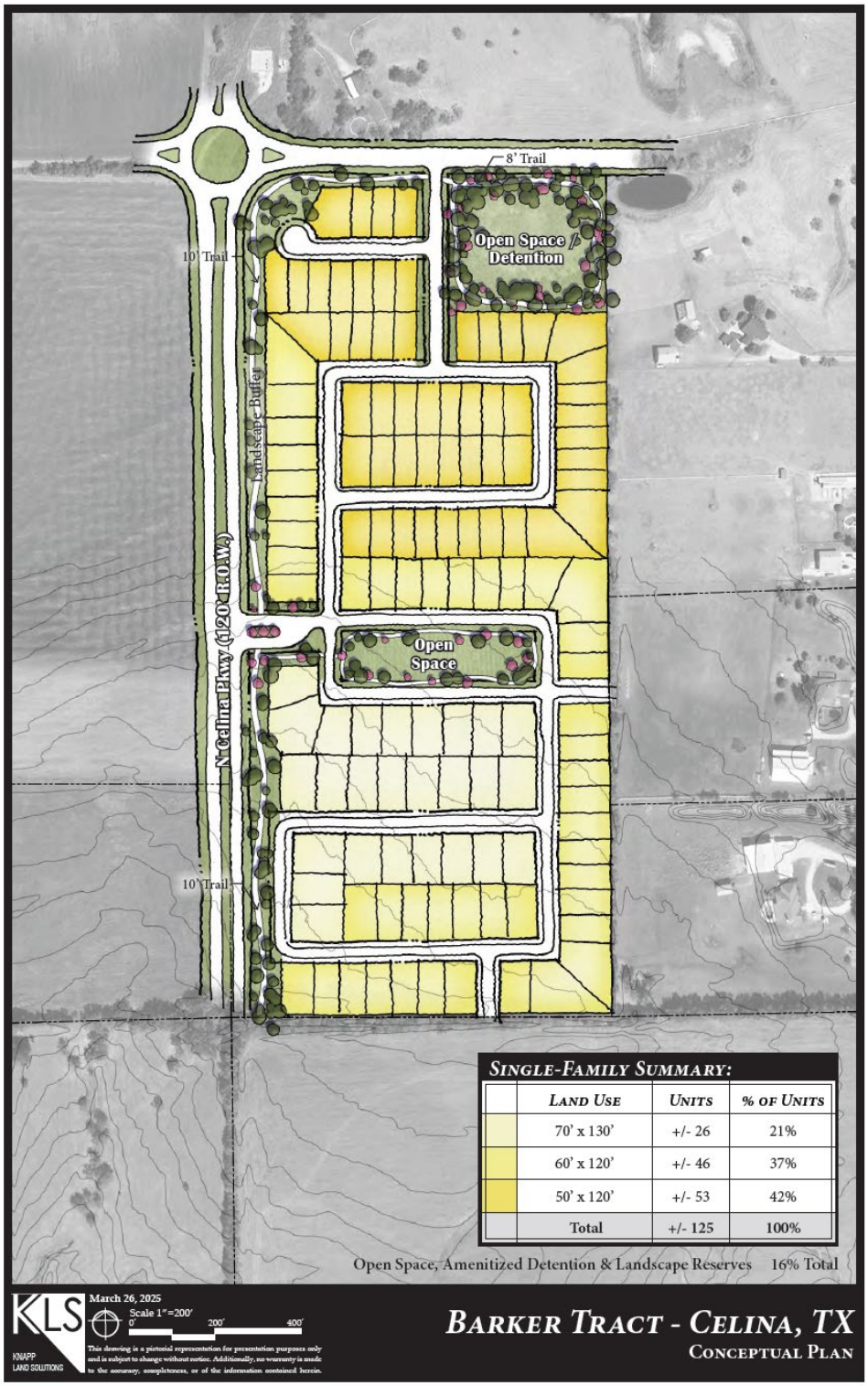


EXHIBIT D
DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), with the following modified regulations:

Concept Plan
The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Zoning

- The lot mix shall be per the table below:

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50’	60’	70’
Lot % (Min/Max)	60% Max.	N/A	10% Min.

- Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

Open Space, Trails, and Amenities

- The centralized open space area as generally shown, will serve as the amenity, with a minimum of two of the following elements incorporated (dog park, playground, splash pad, pavilion, improved picnic areas or enhanced gathering areas, or comparable element determined during Plan Review)

Architecture

- The subject property is an architecturally, historically, and culturally significant tract of land uses that is meaningfully located; thus, all structures shall abide by the City’s architectural standards, and as may be amended.

EXHIBIT E
CONSENT RESOLUTION

RESOLUTION NO.

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

WHEREAS, on _____, the City of Celina, Texas (the "City") received a Petition for Consent to Annexation of Land into Uptown Municipal Utility District No. 1 of Collin County (the "Petition") executed by _____, a _____ (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add that certain 40.176-acre tract of land described therein (the "Property") to Uptown Municipal Utility District No. 1 of Collin County (the "District"), the same being currently located in the extraterritorial jurisdiction of the City, and is intended to be voluntarily annexed into the corporate limits of the City so that the entirety of the Property is located within the corporate limits of the City at the time of annexation into the District; and

WHEREAS, Texas Water Code, Section 54.016, provides that no land within the corporate limits of a city shall be included in a district without the written consent of such city; and

WHEREAS, notwithstanding anything to the contrary contained in any agreement relating to the District, whether entered into by Petitioner or any other entity, the City hereby agrees that the maximum aggregate principal amount of bonds issued by the District shall not exceed $350,000,000.00; and

WHEREAS, the City Council desires to give its consent to the addition of the Property to the District; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the annexation into the District of the Property described on the attached metes and bounds description currently located in the extraterritorial jurisdiction of the City of Celina and is intended to be voluntarily annexed into the corporate limits of the City of Celina so that the entirety of the Property is located within the corporate limits of the City of Celina at the time of annexation into the District and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage

system, and roadway system in the maximum aggregate principal amount of $350,000,000 for all property located within the District provided that:

A. The District constructs facilities to serve the Property in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.
B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.
C. The District may not annex land into the District without the City's prior approval.
D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.
E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
    1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
    2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
    3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
    4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the District may not provide retail or wholesale water or wastewater services.
F. PH Land Holdings, LLC shall enter into the Development Agreement with the City for the Property.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the _____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT F
ROADWAY IMPROVEMENTS

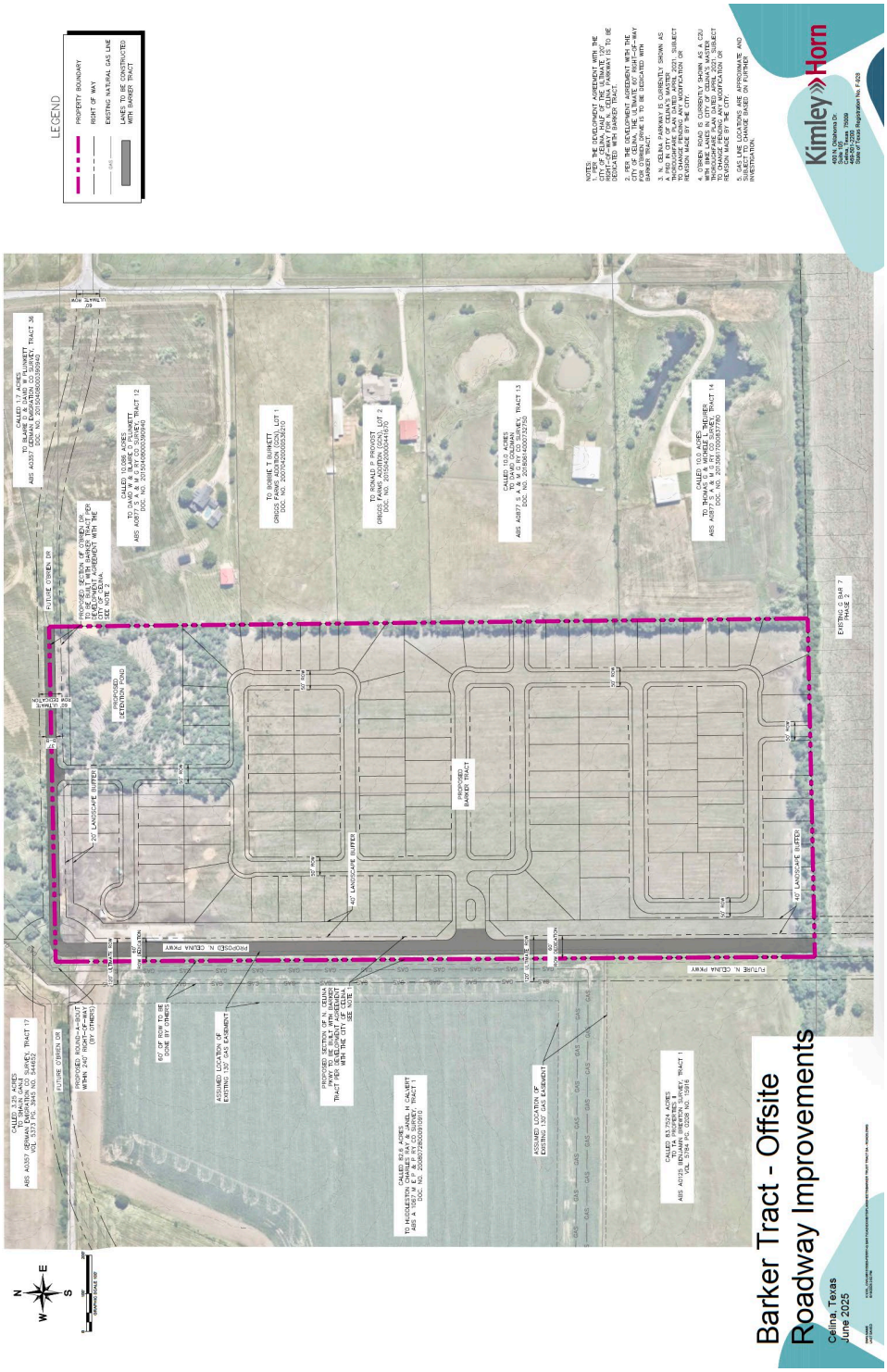


EXHIBIT G
WATER IMPROVEMENTS

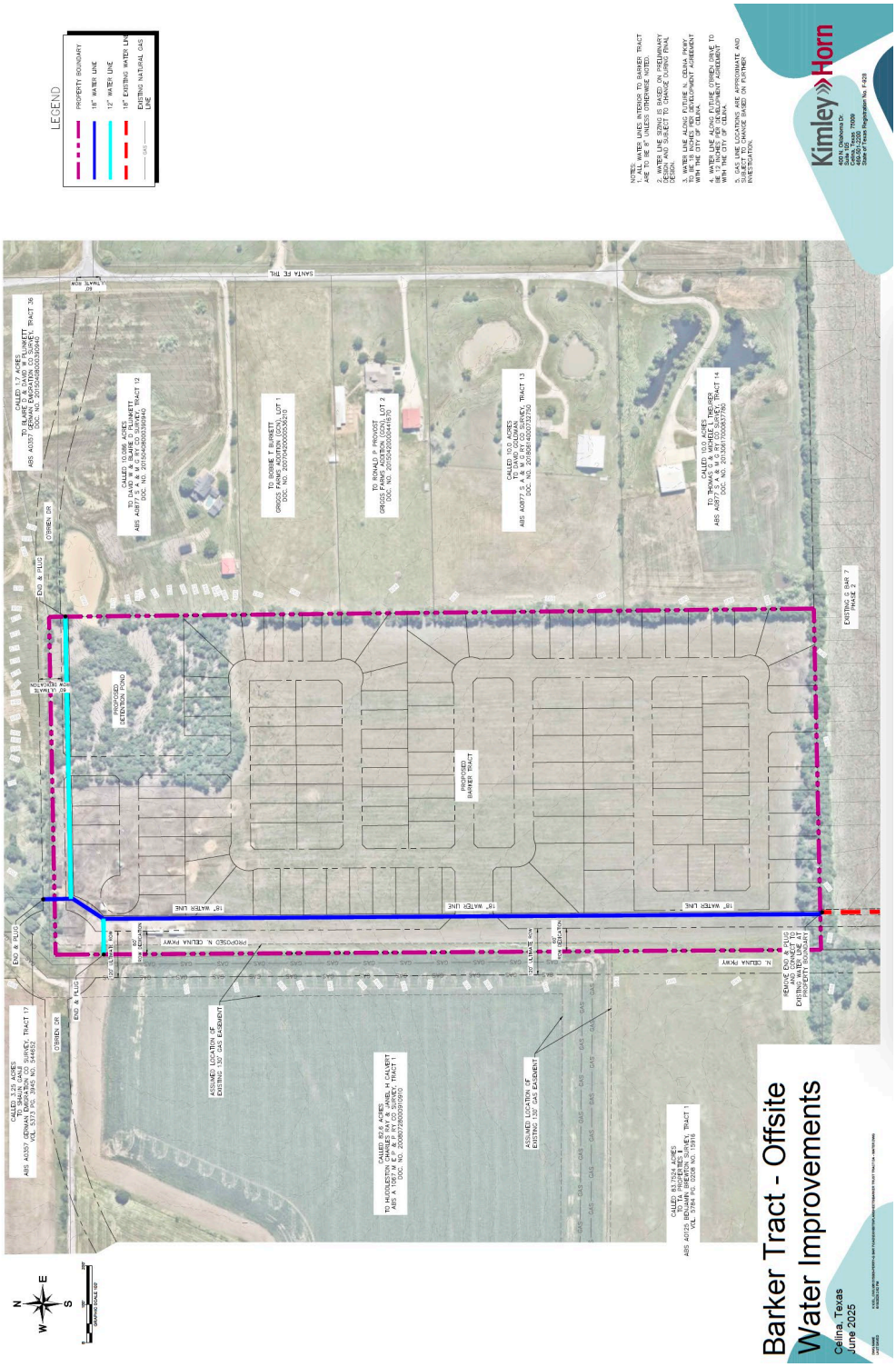


EXHIBIT H

EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually

received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This

Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____
_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A—PROPERTY DESCRIPTION

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured

by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned,

directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Rockhill Capital & Investments LLC, a Texas limited liability company (the "Owner"), and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Owner intends to purchase and develop an approximate 567 ±acre tract of land described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, approximately 489 acres of the Property is located in the City's extraterritorial jurisdiction ("ETJ") (the "ETJ Property") and the remainder of the Property is located wholly within the corporate limits of the City; and

WHEREAS, the Owner intends to develop the Property as a master planned residential development, consisting of a single-family, multi-family, industrial, and flex uses (the "Development") as described in **Exhibits B and D**; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as **Exhibit C**, and the development standards set forth in those certain proposed development standards (the "Development Standards"), attached hereto as **Exhibit D**; and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the Development of the Property; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to provide economic incentives for the development of

the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Parties have agreed upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a residential unit's building permit, not to exceed $1,500.00 per residential dwelling unit, in lieu of any dedications of land; and

WHEREAS, the Parties have agreed upon a fixed payment for Technology Fees to be collected upon the issuance of a residential unit's building permit, not to exceed $500.00 per residential dwelling unit, in lieu of any infrastructure construction or installation requirements; and

WHEREAS, Owner shall acquire the water certificate of convenience and necessity from Marilee SUD for the City so that the City holds or will hold the certificates of convenience and necessity to provide retail water and wastewater service (the "CCNs") to the Property and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, the Development requires the perimeter and offsite water improvements detailed and illustrated in **Exhibit E** to extend service to the Property (collectively the "Offsite Water Line"); and

WHEREAS, the Development requires the perimeter and offsite wastewater improvements detailed and illustrated in **Exhibit E** to extend service to the Property (collectively the "Offsite Wastewater Line"); and

WHEREAS, the Development requires the perimeter and offsite road improvements detailed and illustrated in **Exhibit H** (collectively, the "Roadway Improvements"); and

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, the Offsite Water Line and the Offsite Wastewater Line (the "Public Infrastructure"); and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act") or a Municipal Utility District to be named "Uptown Municipal Utility District No. 1 of Collin County" (the "MUD"), described in Chapter 54, Texas Water Code, as amended, entitled "Municipal Utility Districts"; and

WHEREAS, the City agrees that if the MUD is created it will consist of the Property, the approximately 108 acre tract of land (the "La Terra Property") and approximately 130 acre tract of land (the "Rollertown Property") located adjacent to the Property; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, as the ETJ Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan is defined in the Recitals and depicted in **Exhibit C**.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is defined in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

ETJ Property is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

La Terra Property is defined in the Recitals.

MUD means the Uptown Municipal Utility District No. 1 of Collin County consisting of the Property, the La Terra Property, and the Rollertown Property, and is described in the Recitals.

MUD Property means, collectively, the Property, the La Terra Property and the Rollertown Property.

Offsite Wastewater Line is defined in the Recitals.

Offsite Water Line is defined in the Recitals.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Park Fees means the fees paid in lieu of a donation of property to be used as a park, as more specifically defined in Section 4.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Petition Property is defined in Section 6.1.

PID means the Public Improvement District consisting of the Property, and is described in the Recitals.

PID Act means Chapter 372 of the Texas Local Government Code, as amended, and is described in the Recitals.

PID Project Costs is defined in Section 7.1(c).

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements, the Roadway Improvements, the Offsite Water Line and the Offsite Wastewater Line.

Roadway Improvements is defined in the Recitals and reflected in **Exhibit H**.

Rollertown Property is defined in the Recitals.

Special District is defined in Section 7.1.

Special District Bonds is defined in Section 7.1.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. The City may charge fees for the review and approval of plans and specifications. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way. The size of the Public Infrastructure shall be sized as finally determined by the City's engineer and could vary from estimated sizes, but any costs associated with oversizing the Public Infrastructure to serve property outside the Development will be borne by the City.

2.2 Dedications for Public Facilities. The Owner agrees to donate and dedicate, at no cost to the City, the following to the City at mutually agreed upon locations:

(a) One 15-acre site for expansion of the City's existing wastewater treatment plant

on west side of City, in location generally depicted in **Exhibit G**;

(b) One 3-acre site for a City fire station;

(c) One City water tower site which shall be no more than 2-acres;

(d) Two locations for emergency sirens; and

(e) Park and open space land in accordance with a Master Uptown Park Plan, to be created, that makes efficient use of open space, flood plains, and non-flood plains for the entire base area, and includes amenity items such as:

(I) No less than 12-foot trails;

(II) Fitness stations;

(III) Dog park;

(IV) Playgrounds;

(V) Grass Sports Fields;

(VI) Other popular uses as agreed with the City Parks Department; and

(f) 10-12 acre site for an elementary school to be reserved by the Owner (this can be dedicated or sold to the school district at the Owner's acquisition cost by separate agreement between the school district and the Owner).

2.3 Infrastructure to be Constructed/ROW to be Dedicated by Developer.

(a) Owner shall, at no cost to the City, dedicate the required right-of-way and construct the following Roadway Improvements, as depicted on **Exhibit H**:

(I) 2 lanes of J. Smith Parkway from Celina Parkway to Louisiana (B289);

(II) 2 lanes of Florida St. (collector design) from 455 to J. Fred Smith Parkway; and

(III) 2 lanes of Celina Parkway from FM 455 to J. Fred Smith Parkway.

(b) Owner shall, at its sole cost and expense, design and construct the following Public Infrastructure and dedicate rights-of-way or easements therefore, as depicted in **Exhibit E** and **Exhibit G:**

(I) Looped waterlines;

(II) Lift station;

(III) Wastewater sewer lines; and

(IV) Water lines.

2.4 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The City may charge a fee for an inspection.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The

timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the City Regulations.

2.5 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.6 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

2.7 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Infrastructure at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Replat. The Owner may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan, including any amendments.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and Impact Fees being waived for the Property, Owner has*

*requested and the Parties agree that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

3.5 Temporary Manufactured Home. One (1) manufactured home, if necessary, shall be permitted on the Property at any time necessary to satisfy on-site voter requirements of the Texas Commission on Environmental Quality in conjunction with the MUD.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential. Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the Development of the Property that are charged uniformly to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against the Property other than (i) park fees in an amount not exceeding $1,500 per residential dwelling unit (the "Park Fees"), subject to Park Fee credits for the Owner's cost of amenities required by the Master Uptown Park Plan, (ii) technology fees in an amount not exceeding $500 per residential dwelling unit, (iii) roadway capital recovery fees of $2,000.00 per single-family residential lot, (iv) water capital recovery fees of $1,500.00 per single-family residential lot, (v) sewer capital recovery fees of $1,500.00 per single-family residential lot, and (vi) tree mitigation ordinance fees shall be Twenty Thousand dollars ($20,000.00) per final plat for the first five (5) plats of the Property, due and payable before the final plat is released for filing. All capital recovery fees applicable to individual lots will be due and payable by the Owner at the time building permits are issued for each lot. Owner represents that Owner's construction costs are anticipated to exceed the amount of impact fees being waived and agrees that continued waiver is conditioned upon Owner's construction costs actually exceeding the amount of impact fees waived.

(b) Nonresidential. Nonresidential lots will be charged those capital recovery fees due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City at the time such non-residential lots are developed. For purpose of this paragraph, "nonresidential lot" means all development other than single-family units, two-family units, and townhouses.

(c) CCN Acquisition Costs. The Parties agree that the City will be the retail water and wastewater service provider to the Property. Prior to the City initiating water service to the Property, for any portion of the Property located in the water CCN of Marilee Special Utility District, Owner shall (1) pay to the City the cost that will be owed by the City to Marilee Special Utility District pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City, or (2) decertify the Property from

Marilee's CCN, at Owner's sole cost, so that the City has been able to add the Property to a City CCN.

(d) Public Education Support. Owner requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED

PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.3 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY MONETARY OR LAND USE DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY,

AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that **Exhibit D** and Section 3.4, plus all provisions of this Agreement related to **Exhibit D** and Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by June 1, 2021 or if Owner notifies the City in writing prior to June 1, 2021 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Owner's acquisition/closing, Owner agrees to (a) submit a voluntary annexation petition for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Petition Property and/or ETJ Property, within ten (10) days of being requested to do so. Prior to annexation of the ETJ Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner. Owner acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner and to create a Special District.

6.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 Special District Financing. The City will support the creation of a PID or the MUD (each, a "Special District"), by Owner's preference, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, or other investors recommended as suitable by the City's financial advisor, the City agrees to issue PID Bonds or consent, if required, to MUD Bonds ("Special District Bonds").

(a) The Owner will submit a PID creation petition or a Petition for Consent to Creation of the MUD to the City on or before June 1, 2021. If the Owner submits a Petition for Consent to Creation of the MUD, the City agrees to consent to the creation of the MUD, the inclusion of the Property in the MUD, and the issuance of MUD Bonds by the MUD, by adoption and execution of the Consent Resolution attached hereto as **Exhibit J**.

(b) Owner agrees that the total amount of all Special District Bonds shall not exceed One Hundred Million dollars ($100,000,000.00). Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services

This SECTION 7.1(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(c) If administering a PID, the City and the Owner shall jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The minimum tax equivalent rate for the assessment levy shall be at least $0.42 per $100 of taxable assessed valuation at the time of issuance of each series of PID Bonds. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act.

7.2 Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of Special District bonds for any part of the Development

("Special District Bonds"), the Owner agrees to pay the City, contemporaneously with the funding of the second and third offerings of Special District Bonds, a fee in the amount of $45,000 per issuance to be used by the City to purchase and install emergency warning sirens, on the locations donated by the Owner as mutually agreed with the City, to serve the Property.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the Special District Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues Special District Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

7.4 Special District Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, for PIDs

and/or by Section 49.452 of the Texas Water Code, as amended, for MUDs to anyone who purchases property within the Special District notifying the purchaser of the information required by said State statutes. Further, such Owner shall require builders selling homes to continuously post a notice of the assessments and/or MUD property tax in a conspicuous location in each model home and provide an explanation of the assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Owner to Successor Owners.

(a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address,

telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be

binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:	Attn: Julie Fort Messer, Fort & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Owner:	Attn: Ryan Griffin Rockhill Capital & Investments LLC 9550 John W. Elliott Drive Frisco, Texas 75033 TEL: (214) 975-0842
With a Copy to:	Attn: Mindy L. Koehne Coats Rose, P.C. 14755 Preston Road, Suite 600 Dallas, Texas 75254 E-mail: mkoehne@coatsrose.com TEL: (281) 755-3836

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of

this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Utilities
Exhibit F	Wastewater Treatment Plant Site
Exhibit G	Roadway Improvements
Exhibit H	Open Space Exhibit
Exhibit I	Consent Resolution

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

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and Owner on the respective dates stated below.

Date: 01/14/2021

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

_____
~~Julie Fort~~, Attorney ~~for City~~

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 14 day of Jan, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

VICKI J TARRANT
Notary ID #10304985
My Commission Expires
September 22, 2023

_____
Notary Public, State of Texas

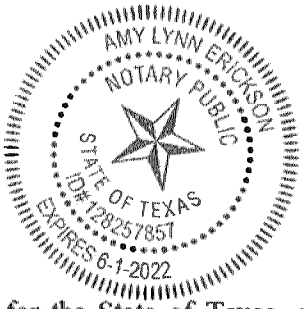
Vicki J Tarrant
Name printed or typed

Commission Expires: 9-22-2023

DEVELOPER:

Rockhill Capital & Investments
a Texas limited liability company

By: _____
Name: Ryan W. Griffin
Title: Manager



STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on January 11, 2021, personally appeared Ryan Griffin Manager of Rockhill Capital & Investments, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Crown Tract 134 acres

All that certain 143.93 acre tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 168, Thomas Stayton Survey, Abstract Number 804 and the Henry Bentley Survey, Abstract Number 124, County of Collin, State of Texas, said tract being part of a called 26.030 acre tract as described in deed to Crown S. Ltd., filed 14 December 2001, and recorded in volume 5066 page 4447 of the Official Public Records of said Collin County, Texas, and said tract being part of Exhibit A, a called 193.825 acre tract as described in deed to Crown S. Ltd., filed 31 July 1997, and recorded in volume 3966 page 2598 of said official public records, and being more particularly described as follows;

COMMENCING at a found iron rod by a pipe fence corner post, said rod being the southwest corner of said Exhibit A, same being the northwest corner of a called 35.286 acre tract as described in deed to Sutton Field Investments, LLC, filed 10 February 2015, and recorded in Collin County Clerks #D20150210000147450 of said official public records, and said rod being on the east line of Tract One a called 14.88 acre tract as described in deed to Dwight Shewchuck et ux, Rebecca Shewchuk, 26 June 1998, and recorded in Collin County Clerks #D98-0067003 of said official public records, said rod also having NAD83 NCTZ grid coordinates of N-7169022.23, E-2482005.62

THENCE: North 00 degrees 30 minutes 58 seconds West, with the west line of said Exhibit A, and with the east line of said Shewchuk tract, a distance of 852.21 feet a set 1/2 inch rebar for the POINT OF BEGINNING and being the southwest corner of the tract being described herein:

THENCE: North 00 degrees 30 minutes 58 seconds West, with the west line of said Exhibit A, and generally along and near a barbed wire fence, a distance of 690.83 feet to a found iron rod by a wood fence corner post for an angle point in the west line of said Exhibit A, same being the northeast corner of a called 10.253 acre tract as described in deed to Jimmy D. Bennett and Katheleen J. Bennett, filed 06 May 1997, and recorded in Collin County Clerks #D97-0035479 of said official public records, same being the southeast corner of Tract II, a called 7.605 acre tract as described in deed to Glenn E. Hansen, filed 15 May 2008, and recorded in Collin County Clerks #D20080515000592770 of said official public records;

THENCE: North 00 degrees 32 minutes 00 seconds West, with the west line of said Exhibit A, and generally along and near a barbed wire fence, a distance of 1734.10 feet to a found 5/8 inch rebar by a pipe fence corner post for the northwest corner of said Exhibit A, same being the occupied southwest corner of said 26.030 acre tract, and said rebar being the northeast corner of a called 7.004 acre tract as described in deed to Greg Mims and Pam Mims, filed 04 June 2015, and recorded in Collin County Clerks #D20150604000659940 of said official public records, same being the southeast corner of a called 10.012 acre tract as described in deed to W. G. Cullum & Company Ltd. filed 15 December 2015, and recorded in Collin County Clerks #D20151215001560240 of said official public records;

THENCE: North 00 degrees 31 minutes 54 seconds East, with the west line of said 26.030 acre tract, and generally along and near a barbed wire fence, a distance of 439.87 feet to a found capped iron rod by a

pipe fence corner post for the northwest corner of said 26.030 acre tract, same being the southwest corner of a called 16.090 acre tract as described in deed to Scot H. Mcdonald et ux, Jill C. McDonald, filed 14 December 2001, and recorded in Collin County Clerks #D2001-0161490 of said official public records;

THENCE: North 88 degrees 46 minutes 33 seconds East, with the north line of said 26.030 acre tract, and with a barbed wire fence, and passing at 2595.47 feet a pipe fence corner post on the west side of Farm to Market Road Number 455, and continuing on said course a total distance of 2597.47 feet to a found capped iron rod with a plastic cap marked RPLS 1849 on the west right of way tine of said road for the northeast corner of this tract, same being the northeast corner of said 26.030 acre tract, and said rod being the southeast corner of a called 10.037 acre tract as described in deed to Raju Gadirajy and Feng-Tzu Tsai, filed 14 June 2004, and recorded in Collin County Clerks #D2004-0086243 of said official public records;

THENCE: South 00 degrees 14 minutes 10 seconds East, with the west line of said road, a distance of 417.70 feet to a set 1/2 inch rebar for a corner of this tract;

THENCE: South 88 degrees 50 minutes 08 seconds West, and passing at 450.61 feet a set 1/2 inch rebar, and continuing on said course a total distance of 633.56 feet to a set 1/2 inch rebar for an ell corner of this tract;

THENCE: South 00 degrees 44 minutes 17 seconds East, a distance of 817.09 feet to a set 1/2 inch rebar for an ell corner of this tract;

THENCE: South 88 degrees 45 minutes 36 seconds East, and passing at 120.6 feet a set 1/2 inch rebar, and continuing on said course, and passing at 140.6 feet a pipe fence corner post, and continuing on said course with a pipe fence, and passing at 631.77 feet a pipe fence corner post on the west side of said road, and continuing on said course a total distance of 633.07 feet to a set 1/2 inch rebar on the west right of way line of said road for a corner of this tract;

THENCE: South 00 degrees 44 minutes 17 seconds East, with the west line of said road, a distance of 719.40 feet to a found concrete highway monument for a corner of this tract, said monument being the north corner of a called 0.5112 acre tract as described in deed to State of Texas, filed 03 April 2017, and recorded in Collin County Clerks #D2017043000416890 of said official public records;

THENCE: South 06 degrees 53 minutes 35 seconds West, with the west line of said road, and with the west line of said State of Texas tract, a distance of 55.53 feet to a set 1/2 inch rebar for the most easterly southeast corner of this tract, from said rebar a found capped iron rod bears North 89 degrees 59 minutes 15 seconds East, a distance of 7.4 feet;

THENCE: North 89 degrees 46 minutes 54 seconds West, and passing at 0.9 feet a pipe fence corner post, and continuing on said course, with a barbed wire fence, a total distance of 571.78 feet to a pipe fence corner post of an inner ell corner of this tract;

THENCE: South 05 degrees 25 minutes 28 seconds West, with a barbed wire fence, a distance of 562.01 feet to a pipe fence corner post for the most southerly southeast corner of this tract;

THENCE: South 73 degrees 44 minutes 30 seconds West, with a barbed wire fence, a distance of 982.13 feet to a pipe fence corner post for an angle point of this tract;

THENCE: South 84 degrees 56 minutes 30 seconds West, with a barbed wire fence, a distance of 804.70 feet to a pipe fence corner post for an angle point of this tract;

THENCE: North 85 degrees 09 minutes 45 seconds West, with a barbed wire fence, and passing at 221.95 feet a pipe fence corner post, and continuing on said course a total distance of 224.41 feet to the PONT OF BEGNNNG and containing 143.93 acres of land.

Dickerson Tract

BEING a tract of land situated in the Thomas Stayton Survey, Abstract No. 805 Collin county, Texas and being part of a called 54.809 acre tract conveyed to Lewis Dickerson as recorded in County Clerks No. 20100510000463340, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with yellow plastic capped stamped "4613" set for corner in the west line of said 54.809 acre tract, said iron rod being S 00°02'11" W a distance of 185.72' from a 1/2" iron rod found for the northwest corner of said 54.809 acres;

THENCE N 89°04'55" E a distance of 1400.14' to a mag nail set for corner in the east line of said 54.809 acre tract, said nail being in Business No. 289;

THENCE S 00°44'54" W veering west from the road a distance of 1770.34' to a point for corner;

THENCE S 11°19'55" W a distance of 534.39' to a point for corner;

THENCE S 89°34'57" W a distance of 28.22' to a point for corner;

THENCE N 10°32'31" E a distance of 695.27' to a point for corner;

THENCE N 01°09'28" E a distance of 121.00' to a wood fence post found for corner;

THENCE S 89°10'28" W a distance of 1110.80' to a wood fence post found for corner;

THENCE N 57°00'00" W a distance of 300.66' to a wood fence post found for corner;

THENCE N 00°10'07" W a distance of 262.10' to a 1/2" iron rod with yellow plastic capped stamped "4613" set for corner;

THENCE N 00°39'54" W a distance of 843.67' to a wood fence post found for corner;

THENCE N 00°02'11" E a distance of 213.97' to the POINT OF BEGINNING and containing 2,060,807 Square Feet or 47.310 Acres of land.

GBAR 77 Tract

Being a tract of land situated in the Thomas Stayton Survey, Abstract No. 805, Collin County, Texas and being the remainder of a called 79 acre tract of land (Tract III) described in Deed to G Bar 7, LTD. as recorded in Document No. 2005-0015684 of the Official Public Real Property Records of Collin County, Texas, and being more particularly described herein as follows:

BEGINNING at a "Mag" spike set in County Road 57 (a public road) and in the East line of a called 160 acres tract of land described in Deed to Billy Stelzer and Julia Stelzer as recorded in Instrument No. 20141006001089690 of the Official Public Records of Collin County, Texas for the Southwest corner of said Tract III;

THENCE North 00 degrees 01 minutes 22 seconds East, with the West line of said Tract III, along said County Road 57, passing the Southeast corner of a called 5.00 acres tract of land described in Deed to the City of Celina as recorded in Volume 481, Page 230 of said Deed Records, continuing with the West line of said Tract III and the East line of said City of Celina tract, passing the Northeast corner thereof and continuing for a total distance of 2,484.46 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set on the Northeast side of a bend in said County Road 57 for the Northwest corner of said Tract III, and being in the South line of a called 52.039 acre tract of land described in Deed to Old Celina, LTD. as recorded in Instrument No. 20060815001168150 of said Official Public Records;

THENCE North 89 degrees 45 minutes 53 seconds East, with the North line of said Tract III, passing the Southeast corner of said 52.039 acre tract and the Southwest corner of a called 50.363 acres tract of land described in Deed to Celina 50, LLC as recorded in Instrument No. 20190610000659920 of said Official Public Records, and continuing for a total distance of 1,385.31 feet to a 3/8 inch iron rod found for the Northeast corner of said Tract III and the Northwest corner of a called 54.804 acres tract of land (Tract Two) described in Deed to Dorothy Stambaugh and Lewis Dickerson as recorded in Instrument No. 20100510000463340 of said Official Public Records;

THENCE with the East line of said Tract III and the West line of said Stambough tract, along and near an established fence line, the following courses and distances:

South 00 degrees 39 minutes 47 seconds East, a distance of 174.67 feet to a 5/8 inch iron rod set for corner;

South 02 degrees 33 minutes 05 seconds West, a distance of 145.60 feet to a 5/8 inch iron rod set for corner;

South 02 degrees 09 minutes 55 seconds East, a distance of 198.50 feet to a 5/8 inch iron rod set for corner;

South 00 degrees 24 minutes 55 seconds East, a distance of 725.00 feet to a 5/8 inch iron rod set for corner;

South 00 degrees 09 minutes 55 seconds East, a distance of 262.10 feet to a cross-tie fence corner post found for the Southwest corner of said Stambough tract and the Northwest corner of Lot 1, Block A of Celina 22 Addition recorded in Instrument 20200128010000450 of said Official Public Records;

THENCE South 00 degrees 01 minutes 02 seconds West, with the East line of said Tract III and the West line of Lot 1, passing the Southwest corner of said Lot 1 and the Northwest corner of Lot 2, Block A of said Celina 22 Addition, and continuing for a total distance of 672.08 feet to a 1/2 inch iron rod found for the Southwest corner of said Lot 2 and the Northwest corner of Lot 1, Block 1 of Snyder Addition as recorded in Instrument No. 20060511010001920 of said Official Public Records;

THENCE South 00 degrees 08 minutes 55 seconds West, with the East line of said Tract III and the West line of said Snyder Addition, a distance of 297.31 feet to a 1/2 inch iron rod found in the North line of a 30 foot alleyway for the Southeast corner of said Tract III and the Southwest corner of said Snyder Addition;

THENCE South 89 degrees 29 minutes 39 seconds West, with the South line of said Tract III and the North line of said 30 foot alleyway, a distance of 100.03 feet to a 1/2 inch iron rod found for the Southeast corner of a called 3.00 acres tract of land described in Deed to Whitney Elliot and Marc Elliot as recorded in Instrument No. 20181228001576130 of said Official Public Records;

THENCE North 00 degrees 31 minutes 41 seconds West, with the East line of said Elliot tract, a distance of 315.13 feet to a 1/2 inch capped iron rod found for the Northeast corner of said Elliot tract;

THENCE South 89 degrees 20 minutes 47 seconds West, with the North line of said Elliot tract, a distance of 414.83 feet to a 5/8 inch iron rod set for the Northwest corner of said Elliot tract;

THENCE South 00 degrees 31 minutes 41 seconds East, with the West line of said Elliot tract, a distance of 314.99 feet to a 5/8 inch iron rod set in the South line of said Tract III and the North line of said 30 foot alleyway for the Southwest corner of said Elliot tract;

THENCE South 89 degrees 21 minutes 57 seconds West, with the South line of said Tract III, a distance of 879.59 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 76.224 acres of land, more or less.

HACKNEY TRACT
9.929 ACRES

BEING A TRACT OF LAND LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO JOE E. HACKNEY AND WIFE, HAZEL M. HACKNEY, RECORDED IN INSTRUMENT NO. 96-0063441, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8-INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW D. KIRAN, RECORDED IN INSTRUMENT NO. 20070418000520430, O.P.R.C.C.T., AT THE NORTH COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MARK A. JOHNSON, RECORDED IN VOLUME 5038, PAGE 7629, DEED RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 455, A 90-FOOT RIGHT-OF-WAY, AT THE WEST COMMON CORNER OF SAID JOHNSON TRACT AND AND SAID KIRAN TRACT BEARS SOUTH 89°18'26" WEST, A DISTANCE OF 1714.40 FEET;

THENCE NORTH 89°19'06" EAST, A DISTANCE OF 900.24 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BILLY STELZER AND JULIA STELZER, CO-TRUSTEES OF THE STELZER REVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 20141006001089690, O.P.R.C.C.T. AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND SAID KIRAN TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE KIRAN TRACT BEARS NORTH 00°42'34" WEST, A DISTANCE OF 831.54 FEET;

THENCE SOUTH 00°31'51" EAST, ALONG THE COMMON LINE OF SAID HACKNEY TRACT AND SAID STELZER TRACT, A DISTANCE OF 479.09 FEET TO A 3/8-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA LTD., RECORDED IN INSTRUMENT NO. 20180323000355690, O.P.R.C.C.T.;

THENCE SOUTH 89°28'43" WEST, A DISTANCE OF 910.17 FEET TO A 3/8-INCH IRON ROD FOUND AT THE WEST COMMON CORNER OF SAID HACKNEY TRACT AND SAID OLD CELINA TRACT, SAME BEING THE SOUTH COMMON CORNER OF SAID HACKENY TRACT AND SAID JOHNSON TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE OLD CELINA TRACT BEARS SOUTH 87°38'51" WEST, A DISTANCE OF 58.03 FEET;

THENCE NORTH 00°39'47" EAST, A DISTANCE OF 476.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 432,525 SQUARE FEET OR 9.929 ACRES OF LAND, MORE OR LESS.

JOHNSON TRACT
18.954 ACRES

BEING A TRACT OF LAND LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO MARK S. JOHNSON, RECORDED IN VOLUME 5038, PAGE 7629, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD (FM) 455, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE WEST COMMON CORNER OF SAID JOHNSON TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW D. KIRAN, RECORDED IN INSTRUMENT NO. 20070418000520430, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.);

THENCE NORTH 89°18'26" EAST,LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE COMMON LINE OF SAID JOHNSON TRACT AND SAID KIRAN TRACT, A DISTANCE OF 1,714.40 FEET TO A 3/8-INCH IRON ROD FOUND AT THE NORTH COMMON CORNER OF SAID JOHNSON TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO JOE E. HACKNEY AND WIFE, HAZEL M. HACKNEY, RECORDED IN INSTRUMENT NO. 96-0063441, O.P.R.C.C.T., FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID KIRAN TRACT AND SAID HACKNEY TRACT BEARS NORTH 89°19'06" EAST, A DISTANCE OF 900.24 FEET;

THENCE SOUTH 00°39'47" WEST, ALONG THE COMMON LINE OF SAID JOHNSON TRACT AND SAID HACKNEY TRACT, A DISTANCE OF 476.67 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED IN INSTRUMENT NO. 20180323000355690, O.P.R.C.C.T., AT THE SOUTH COMMON CORNER OF SAID JOHNSON TRACT AND SAID HACKNEY TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND SAID OLD CELINA TRACT BEARS NORTH 89°28'43" EAST, A DISTANCE OF 910.17 FEET;

THENCE SOUTH 87°38'51" WEST, ALONG THE COMMON LINE OF SAID JOHNSON TRACT AND THE OLD CELINA TRACT, A DISTANCE OF 58.03 FEET TO A 1/2-IRON ROD FOUND AT THE NORTH COMMON CORNER OF SAID OLD CELINA TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO CELINA 428, L.P., RECORDED IN INSTRUMENT NO. 20070222000245920, O.P.R.C.C.T.;

THENCE SOUTH 88°35'59" WEST, ALONG THE COMMON LINE OF SAID JOHNSON TRACT AND SAID CELINA 428 TRACT, A DISTANCE OF 589.16 FEET TO A 1/2-INCH IRON ROD WITH A YELLOW CAP (ILLEGIBLE) FOUND AT THE NORTH COMMON CORNER OF SAID CELINA 428 TRACT AND TRACT OF LAND DESCRIBED IN DEED TO JC GOODMA NINVESTMENT GROUP, INC., RECORDED IN INSTRUMENT NO. 20200115000063450, O.P.R.C.C.T.;

THENCE SOUTH 88°39'24" WEST, ALONG THE COMMON LINE OF SAID JOHNSON TRACT AND SAID JC GOODMAN INVESTMENT GROUP TRACT, A DISTANCE OF 1,015.89 FEET TO A 5/8 INCH IRON ROD WITH A PINK PLASTIC CAP STAMPED "TXDOT" FOUND IN THE NEW EAST RIGHT-OF-WAY LINE OF SAID FM 455 AS ESTABLISHED BY DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NO. 2017013000470220, O.P.R.C.C.T.;

THENCE NORTH 06°44'04" WEST, ALONG SAID NEW EAST RIGHT-OF-WAY LINE, A DISTANCE OF 381.29 FEET TO A 5/8 INCH IRON ROD WITH A PINK PLASTIC CAP STAMPED

"TXDOT" FOUND FOR CORNER IN THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID FM 544;

THENCE NORTH 00°43'02" WEST, ALONG SAID EXISTING EAST RIGHT-OF-WAY LINE, A DISTANCE OF 117.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 825,624 SQUARE FEET OR 18.954 ACRES OF LAND, MORE OR LESS.

KIRAN TRACT

49.954 ACRES

BEING A TRACT OF LAND LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124 AND THE BENJAMIN BREWTON SURVEY, ABSTRACT NO. 125, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW D. KIRAN, RECORDED IN INSTRUMENT NO. 20070418000520430, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND ALL OF A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW DILLON KIRAN, RECORDED IN INSTRUMENT NO. 20070418000524700, O.P.R.C.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 455, A 90-FOOT RIGHT-OF-WAY, AT THE WEST COMMON CORNER OF SAID KIRAN TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MARK A. JOHNSON, RECORDED IN VOLUME 5038, PAGE 7629, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 00°45'03" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 831.92 FEET TO A 5/8-INCH IRON WITH A YELLOW CAP STAMPED "RPLS 5674" SET AT THE WEST COMMON CORNER OF SAID KIRAN TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MOODY RHINOCEROS, LLC, RECORDED IN INSTRUMENT NO. 20140606000572850, O.P.R.C.C.T.;

THENCE NORTH 89°16'45" EAST, ALONG THE COMMON LINE OF SAID KIRAN TRACT AND SAID MOODY RHINOCEROS TRACT, A DISTANCE OF 1,315.87 FEET TO A 5/8-INCH IRON WITH A YELLOW CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 89°21'36" EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 1,299.36 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BILLY STELZER AND JULIA STELZER, CO-TRUSTEES OF THE STELZER REVOCABLE TRUST TRACT, RECORDED IN INSTRUMENT NO. 20141006001089690, O.P.R.C.C.T., AT THE EAST COMMON CORNER OF SAID KIRAN TRACT AND SAID MOODY RHINOCEROS TRACT;

THENCE SOUTH 00°42'34" EAST, ALONG THE COMMON LINE OF SAID KIRAN TRACTS AND STAID STELZER TRACT, A DISTANCE OF 831.54 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID KIRAN TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO JOE E. HACKNEY AND WIFE, HAZEL M. HACKNEY, RECORDED IN INSTRUMENT NO. 96-0063441, O.P.R.C.C.T.;

THENCE SOUTH 89°19'06" WEST, ALONG THE COMMON LINE OF SAID KIRAN TRACT AND SAID HACKNEY TRACT, A DISTANCE OF 900.24 FEET TO A 3/8-INCH IRON ROD FOUND AT THE NORTH COMMON CORNER OF SAID HACKNEY TRACT AND SAID JOHNSON TRACT;

THENCE SOUTH 89°18'26" WEST, ALONG THE COMMON LINE OF SAID KIRAN TRACT AND SAID JOHNSON TRACT, A DISTANCE OF 1,714.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,175,983 SQUARE FEET OR 49.954 ACRES OF LAND, MORE OR LESS.

MOODY TRACT

69.994 ACRES

BEING A TRACT OF LAND LOCATED IN THE BENJAMIN BREWTON SURVEY, ABSTRACT NO. 125, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO MOODY RHINOCEROS, LLC, RECORDED IN INSTRUMENT NO. 20140606000572850, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" FOUND IN THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD 455, A 90-FOOT RIGHT-OF-WAY, AT THE WEST COMMON CORNER OF SAID MOODY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW DILLON KIRAN, RECORDED IN INSTRUMENT NO. 20070418000524700, O.P.R.C.C.T., FROM WHICH A WOOD RIGHT-OF-WAY MARKER BEARS NORTH 58°16'44" WEST, A DISTANCE OF 1.45 FEET;

THENCE NORTH 00°45'03" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 498.59 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER, FROM WHICH A WOOD RIGHT-OF-WAY MARKER BEARS NORTH 02°35'45" WEST, A DISTANCE OF 26.41 FEET;

THENCE NORTH 00°13'52" WEST, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 720.60 FEET TO A POINT FOR CORNER FROM WHICH A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADY LEE, RECORDED IN VOLUME 4840, PAGE 1743, DEED RECORDS, COLLIN COUNTY, TEXAS, BEARS SOUTH 88°14'15" EAST, A DISTANCE OF 0.59 FEET AND FROM WHICH A 3/8-INCH IRON ROD FOUND NEAR THE NORTHWEST CORNER OF SAID MOODY TRACT BEARS SOUTH 01°58'05"WEST, A DISTANCE OF 8.20 FEET AND FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LEE TRACT BEARS NORTH 00°13'02" WEST, A DISTANCE OF 546.05 FEET;

THENCE SOUTH 88°14'15" EAST, ALONG THE SOUTH LINE OF SAID LEE TRACT, A DISTANCE OF 2,627.99 FEET TO A 3/4-INCH IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BILLY STELZER AND JULIA STELZER, CO-TRUSTEES OF THE STELZER REVOCABLE TRUST TRACT, RECORDED IN INSTRUMENT NO. 20141006001089690, O.P.R.C.C.T. AT THE SOUTHEAST CORNER OF SAID LEE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND NEAR THE NORTHEAST CORNER OF SAID MOODY TRACT BEARS NORTH 00°39'40" WEST, A DISTANCE OF 7.67 FEET AND FROM WHICH A 5/8-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND AT THE NORTHEAST CORNER OF SAID LEE TRACT BEARS NORTH 01°00'52" WEST, A DISTANCE OF 583.77 FEET;

THENCE SOUTH 00°07'00" WEST, ALONG THE COMMON LINE OF SAID MOODY TRACT AND SAID STELZER TRACT, A DISTANCE OF 1,107.25 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID MOODY TRACT AND SAID KIRAN TRACT;

THENCE SOUTH 89°21'36" WEST, ALONG THE COMMON LINE OF SAID MOODY TRACT AND SAID KIRAN TRACT, A DISTANCE OF 1,299.36 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" FOUND FOR CORNER;

THENCE SOUTH 89°16'45" WEST, CONTINUING ALONG THE COMMON LINE OF SAID MOODY TRACT AND SAID KIRAN TRACT, A DISTANCE OF 1,315.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,048,952 SQUARE FEET OR 69.994 ACRES OF LAND, MORE OR LESS.

STELZER REVOCABLE TRUST TRACT
161.383 ACRES

BEING A TRACT OF LAND LOCATED IN THE T. & P. RAILWAY CO. SURVEY, ABSTRACT NO. 932, COLLIN COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO BILLY STELZER AND JULIA STELZER, CO-TRUSTEES OF THE STELZER REVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 20141006001089690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 8-INCH WOOD FENCE POST FOUND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED IN INSTRUMENT NO. 20180323000355690, O.P.R.C.C.T., AT THE SOUTHWEST CORNER OF SAID STELZER TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JARRELL DWAIN GRAY, RECORDED IN INSTRUMENT NO. 20090105000007700, O.P.R.C.C.T.;

THENCE NORTH 00°04'16" WEST, A DISTANCE OF 319.32 FEET TO A 3/8-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID OLD CELINA TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO JOE E. HACKNEY AND WIFE, HAZEL M. HACKNEY, RECORDED IN INSTRUMENT NO. 96-0063441, O.P.R.C.C.T.;

THENCE NORTH 00°31'51" WEST, A DISTANCE OF 479.09 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID HACKNEY TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MATTHEW D. KIRAN, RECORDED IN INSTRUMENT NO. 20070418000520430, O.P.R.C.C.T.;

THENCE NORTH 00°42'34" WEST, ALONG THE EAST LINE OF SAID KIRAN TRACT AND ANOTHER TRACT DESCRIBED IN DEED TO MATTHEW DILLON KIRAN, RECORDED IN INSTRUMENT NO. 20070418000524700, O.P.R.C.C.T., A DISTANCE OF 831.54 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID KIRAN TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO MOODY RHINOCEROS, LLC, RECORDED IN INSTRUMENT NO. 20140606000572850, D.R.C.C.T.;

THENCE NORTH 00°07'00" EAST, ALONG THE EAST LINE OF SAID MOODY RHINOCEROS TRACT, PASSING AT A DISTANCE OF 1,107.23 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADY LEE, RECORDED IN VOLUME 4840, PAGE 1743, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T.), AND CONTINUING FOR A TOTAL DISTANCE OF 1,120.03 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "RPLS 5674" SET NEAR THE SOUTHWEST EDGE OF PAVING OF COUNTY ROAD 57 AT THE NORTHWEST CORNER OF SAID STELZER TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED IN INSTRUMENT NO. 20140501000426500, O.P.R.C.C.T., FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LEE TRACT BEARS NORTH 01°02'23"WEST, A DISTANCE OF 570.99 FEET;

THENCE NORTH 89°35'24" EAST, ALONG SAID COUNTY ROAD 57 AND THE NORTH LINE OF SAID STELZER TRACT, A DISTANCE OF 2,631.96 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA , LTD., RECORDED IN INSTRUMENT NO. 20060815001168150, O.P.R.C.C.T., AT THE NORTH COMMON CORNER OF SAID STELZER TRACT AND A TRACT OF LAND DESCRIBED AS TRACT III IN DEED TO G BAR 7, LTD.,

RECORDED IN VOLUME 5850, PAGE 990, D.R.C.C.T., FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID OLD CELINA TRACT BEARS NORTH 89°35'24" EAST, A DISTANCE OF 682.05 FEET;

THENCE SOUTH 00°12'44" EAST, LEAVING THE SOUTH LINE OF SAID OLD CELINA TRACT AND ALONG SAID COUNTY ROAD 57 AND THE EAST LINE OF SAID STELZER TRACT, A DISTANCE OF 852.17 FEET TO A MAG NAIL SET AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF CELINA, TEXAS, RECORDED IN VOLUME 481, PAGE 230, D.R.C.C.T.;

THENCE NORTH 87°15'44" WEST, LEAVING SAID COUNTY ROAD 57 AND SAID EAST LINE OF THE STELZER TRACT, A DISTANCE OF 450.00 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "RPLS 5674" SET AT THE NORTHWEST CORNER OF SAID CITY OF CELINA TRACT;

THENCE SOUTH 00°12'44" EAST, A DISTANCE OF 485.30 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "RPLS 5674" SET AT THE SOUTHWEST CORNER OF SAID CITY OF CELINA TRACT;

THENCE SOUTH 87°15'44" EAST, A DISTANCE OF 450.00 FEET TO A MAG NAIL SET IN SAID COUNTY ROAD 57 AND SAID EAST LINE OF THE STELZER TRACT AT THE SOUTHEAST CORNER OF SAID CITY OF CELINA TRACT;

THENCE SOUTH 00°12'44" EAST, ALONG SAID COUNTY ROAD 57 AND SAID EAST LINE OF THE STELZER TRACT, A DISTANCE OF 1,420.00 FEET TO A MAG NAIL SET AT THE SOUTHEAST CORNER OF SAID STELZER TRACT;

THENCE SOUTH 89°56'13" WEST, LEAVING SAID COUNTY ROAD 57, PASSING AT A DISTANCE OF 205.83 FEET A 5/8-INCH IRON ROD FOUND AT THE NORTH COMMON CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO J.B. STELZER AND WIFE FRANCES B. STELZER, RECORDED IN INSTRUMENT NO. 19710125077403730, D.R.C.C.T., AND LOT 23 OF WILLOCK HILL ADDITION AMENDED PLAT, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 160, MAP RECORDS, COLLIN COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 605.83 FEET TO THE NORTH COMMON CORNER OF LOTS 11 AND 23 OF SAID ADDITION, FROM WHICH A 1/2-INCH IRON ROD FOUND WITH A CAP STAMPED "RPLS 2818" BEARS SOUTH 09°19'53" EAST, A DISTANCE OF 0.46 FEET;

THENCE SOUTH 89°51'02" WEST, A DISTANCE OF 358.80 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "RPLS 5674" SET AT THE NORTH COMMON CORNER OF LOTS 10 AND 11 OF SAID ADDITION;

THENCE SOUTH 89°41'02" WEST, A DISTANCE OF 380.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2818" FOUND AT THE NORTH COMMON CORNER OF SAID ADDITION AND SAID GRAY TRACT;

THENCE SOUTH 89°39'42" WEST, A DISTANCE OF 1,284.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,029,841 SQUARE FEET OR 161.383 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
DEPICTION OF THE PROPERTY

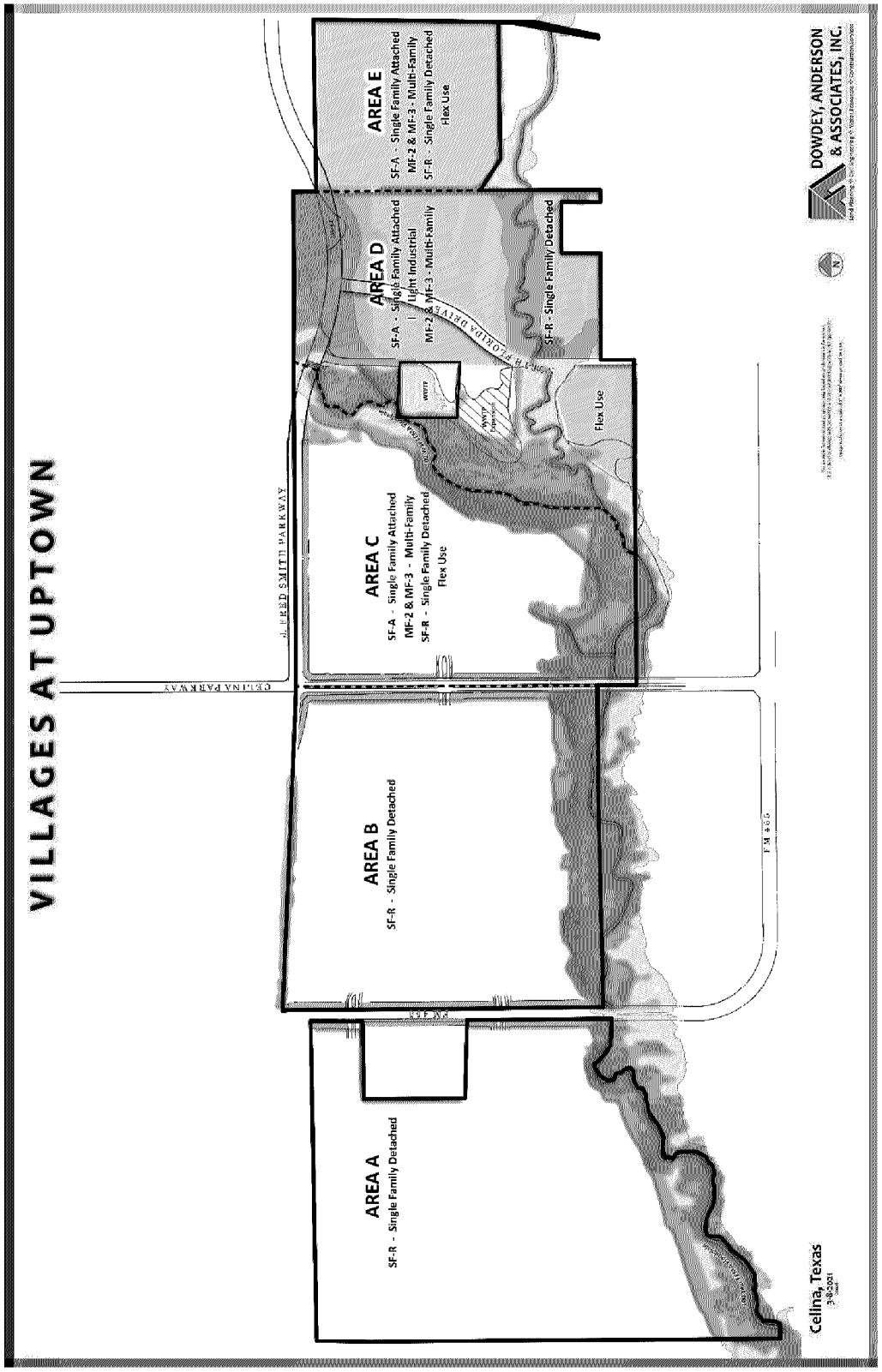


EXHIBIT C
CONCEPT PLAN

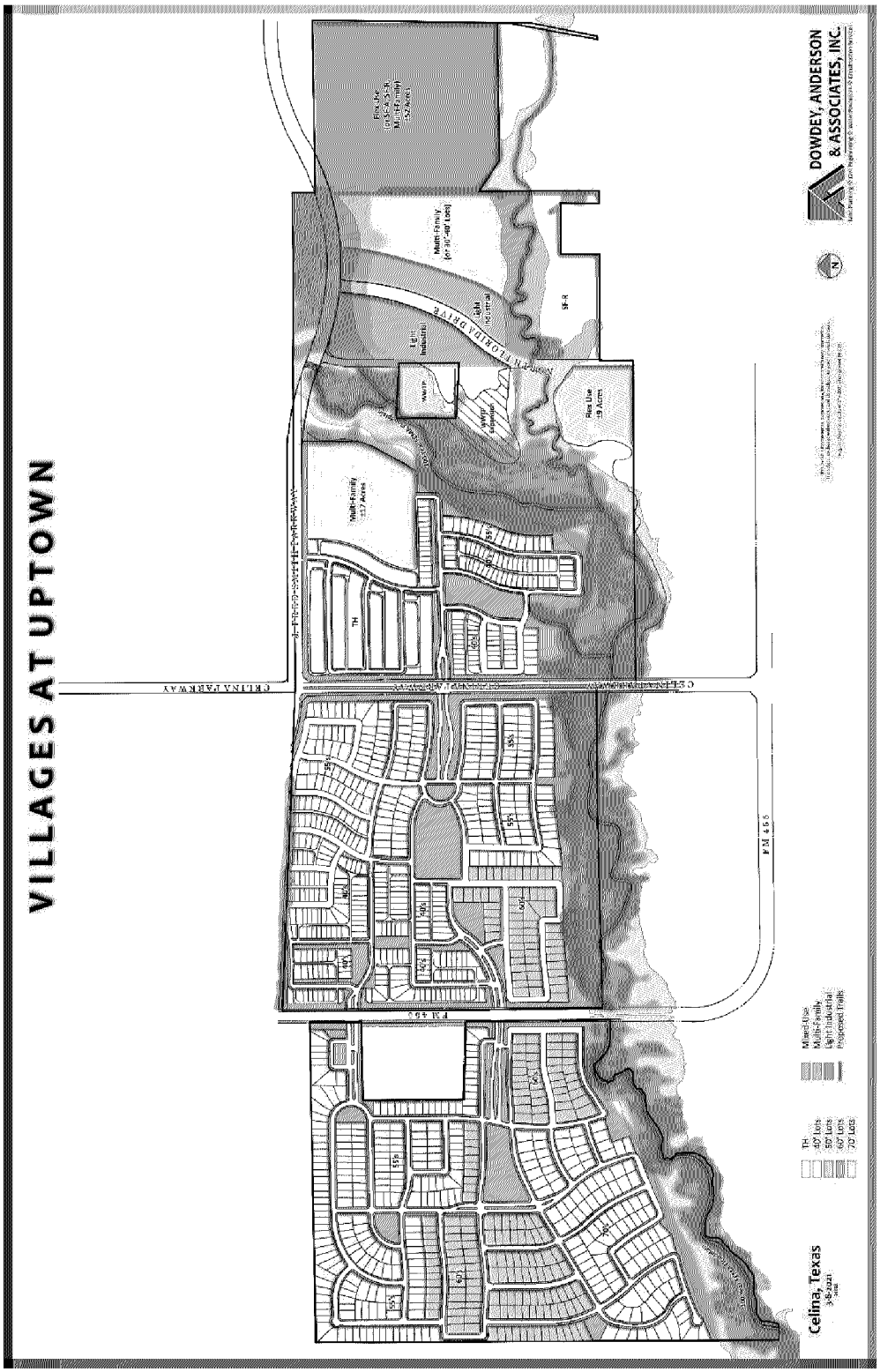


EXHIBIT D
DEVELOPMENT STANDARDS

1. Parties will work together to create a Master Uptown Park Plan to satisfy Park Dedication requirements. Any project that does not meaningfully connect with the proposed linear park, along with associated amenity understandings and open space, shall abide by the Neighborhood Vision Book and open space regulations.
2. Section 14.02.201(c)(3) of the Celina Code of Ordinances is amended for this Development to require alleys on lots less than 55' wide. Alleys are not required but allowed on lots 55' or greater.
3. The Celina Tree Ordinance shall not apply if the payments required by the Agreement have been made by Owner.
4. Zoning, generally to be per the Concept Plan (note that gross acreages are approximate)
    a. **Area A (170 acres):** 100% SF-R

    b. **Area B (149.5 acres):** 100% SF-R

    c. **Area C: (114 acres):** SF-R and SF- A allowed
    MF-2 and/or MF-3 *

    d. **Area D: (123 acres):** Min 30% SF- A
    Max 40% I - Industrial
    MF-2 and/or MF-3 *
    SF-R South of creek, east of Florida St
    Max 3 to 10 acres Flex Use – South of Creek, west of Florida St

    e. **Area E: (52 acres)** Allowed Uses - SF-A, SF-R
    MF-2 and/or MF-3 *
    Max 20% - Flex Use

    * Areas C, D, and E to include a maximum of 1,000 units of MF-2 and/or MF-3

"Flex Use" is defined as the following allowed uses per the City Zoning Districts:

- CF – Community Facilities
- C – Commercial, Office & Retail
- I - Industrial

Any modifications to the Districts must be mutually approved by property owner and City of Celina.

Any land dedicated to use for schools, City facilities (including WWTP, lift station, water tower fire station, police station, City buildings etc.) shall not be included in the percentages of allowed uses in each area.

EXHIBIT E
UTILITIES

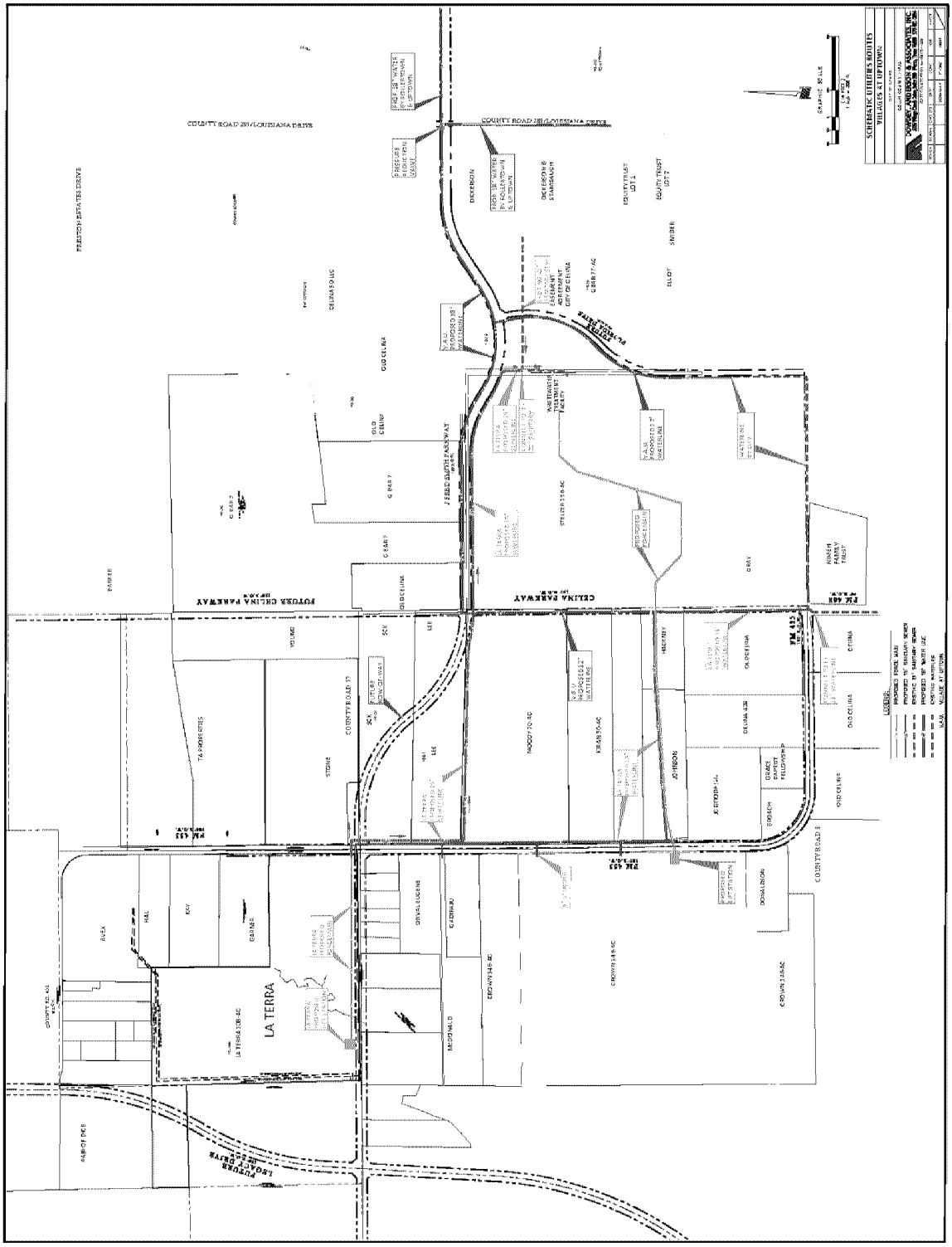


EXHIBIT F
WASTEWATER TREATMENT PLANT SITE

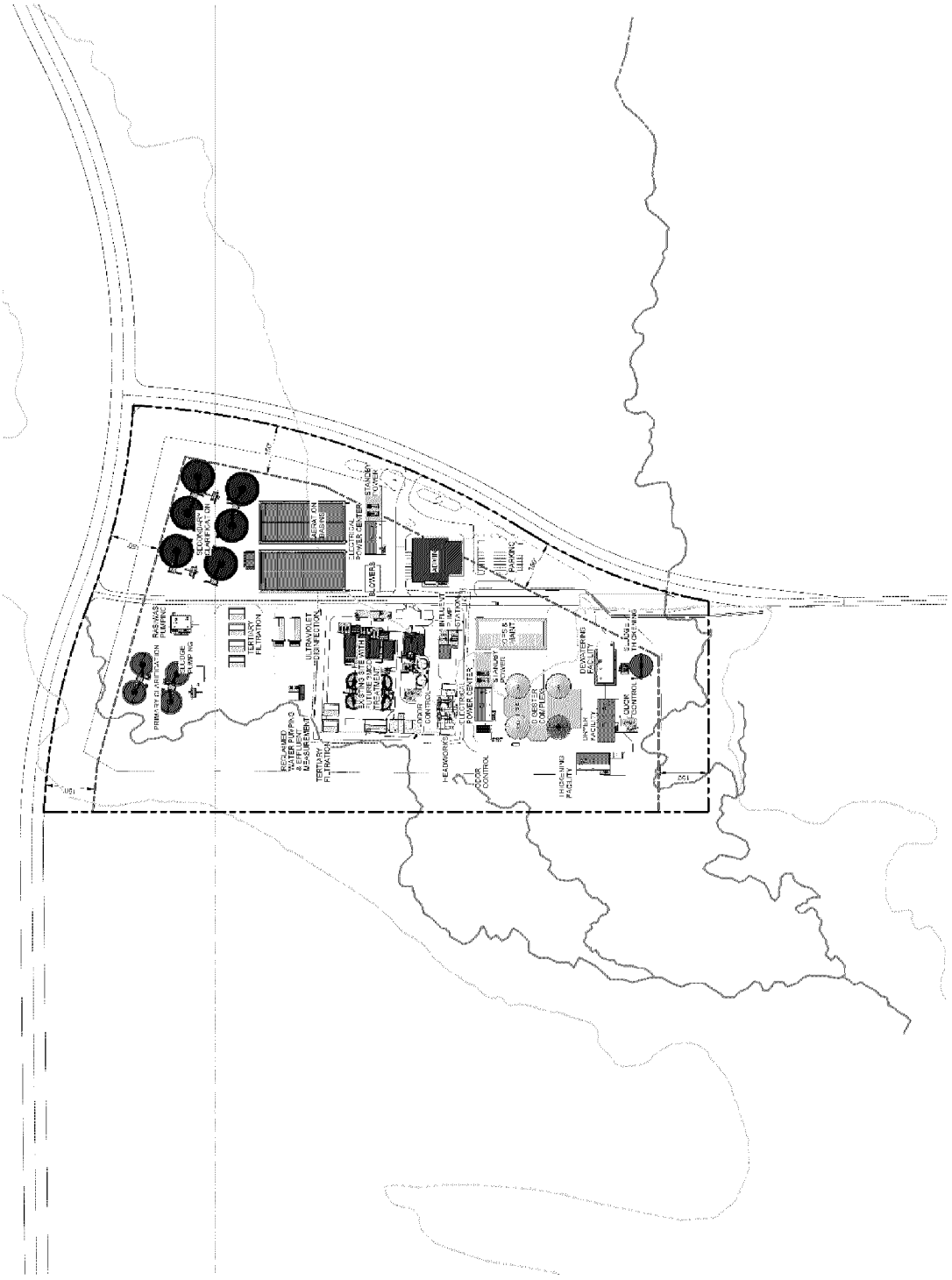


EXHIBIT G
ROADWAY IMPROVEMENTS

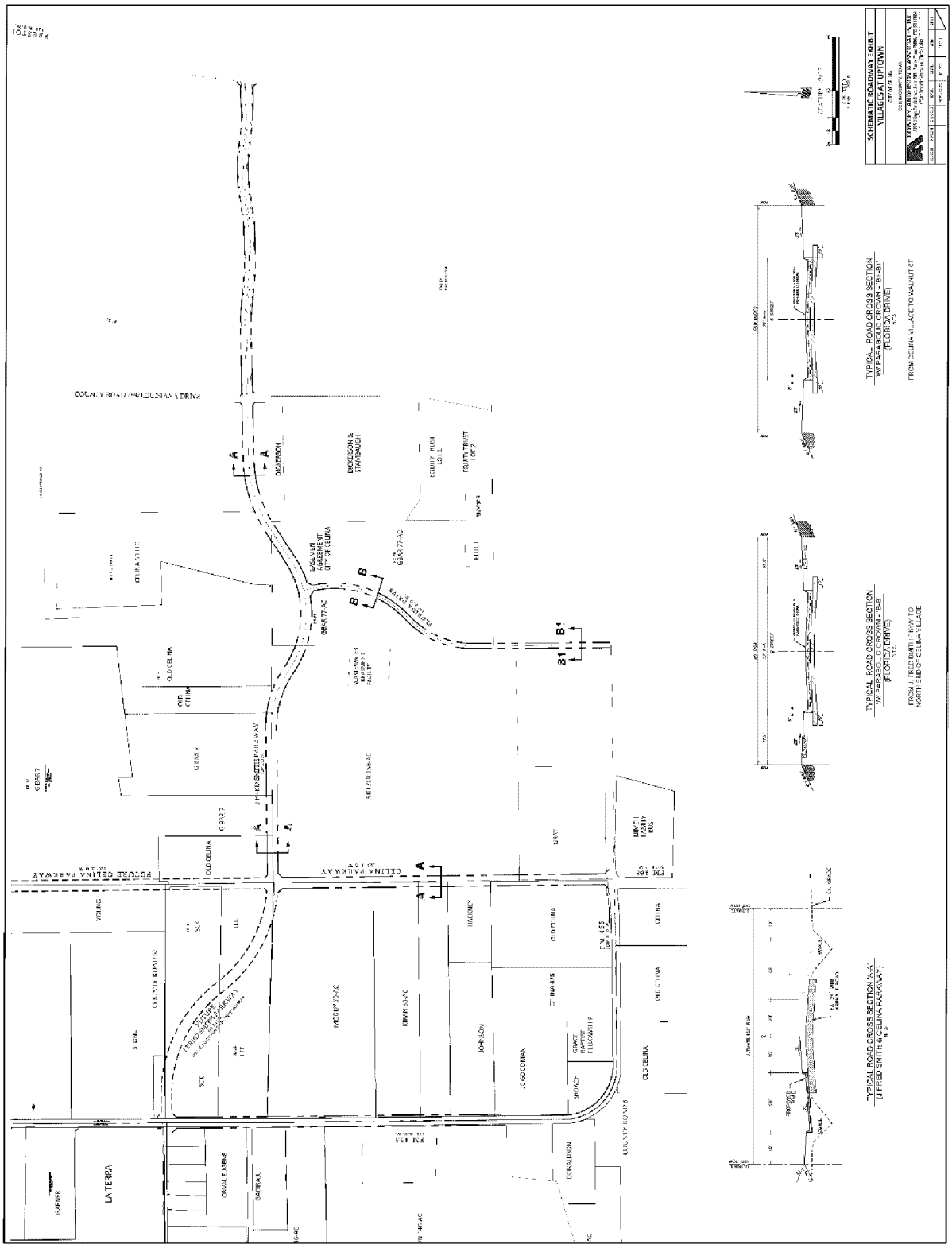


EXHIBIT H
OPEN SPACE EXHIBIT

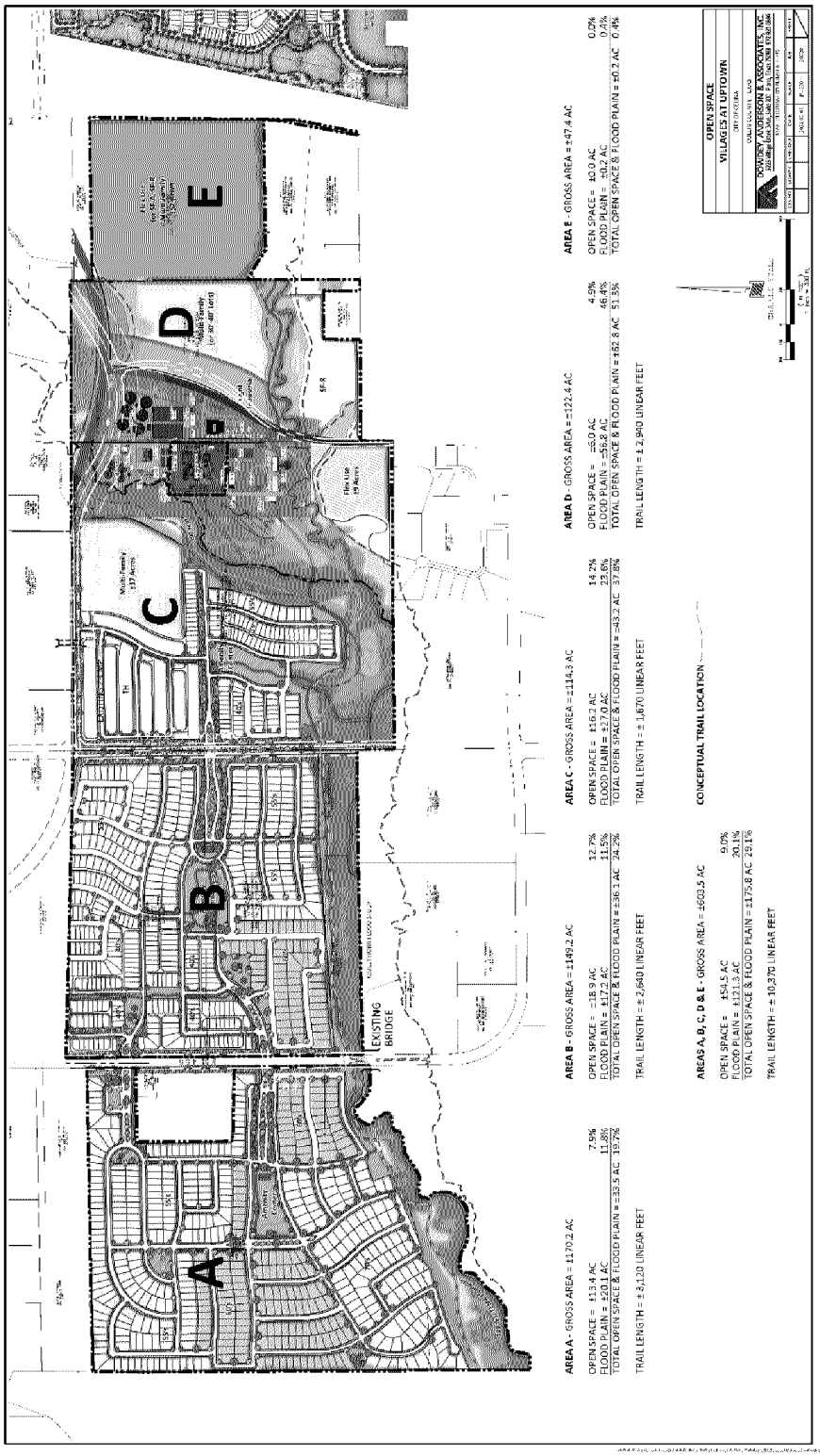


EXHIBIT I
CONSENT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CONSENTING TO THE CREATION OF UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY, WHICH LIES PARTIALLY WITHIN THE EXTRATERRITORIAL JURISDICTION AND PARTIALLY WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA.

WHEREAS, Rockhill Capital & Investments LLC, a Texas limited liability company (the "Petitioner"), desires that the City of Celina consent to the creation of Uptown Municipal Utility District No. 1 of Collin County (the "District") and the inclusion in the District of approximately 567 acres of land (the "Land"), more or less, in Collin County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, approximately 489 acres of the Land to be included within the District are currently located within the extraterritorial jurisdiction of the City of Celina, Texas (the "ETJ Land"), and approximately 78 acres of the Land to be included within the District are currently located within the corporate limits of the City of Celina, Texas (the "City Land"); and

WHEREAS, the Petitioner intends to submit a voluntary annexation petition for the City of Celina to annex the EJ Land into the corporate limits of the City of Celina; and

WHEREAS, the Petitioner intends to submit to the Mayor and City Council of the City of Celina, Texas, a Petition for Consent to Creation of Uptown Municipal Utility District No. 1 of Collin County; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City grant its consent by resolution to the creation of a municipal utility district that is proposed within the City limits or the City's extraterritorial jurisdiction and is permitted to attach certain conditions thereto; and

WHEREAS, the Petitioner states the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Celina, Texas desires to consent to the creation of the District, the inclusion of the Land in the District, and the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are hereby adopted.

Section 2. That the City Council of the City of Celina hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the creation of Uptown Municipal Utility District No. 1 of Collin County to include, in part, the Land described in the attached Exhibit "A" encompassing the ETJ Land and the City Land and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, provided that:

A. The District constructs facilities to serve the Land in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.
B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.
C. The City may not annex land into the District without the City's prior approval.
D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.
E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
    1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
    2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
    3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
    4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the District may not provide retail or wholesale water or wastewater services.
F. Rockhill Capital & Investments LLC shall enter into the Development Agreement with the City for the Land.

Section 3. That this resolution take effect immediately upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the Land, as indicated by the county tax rolls (the "Petition"). The Petition shall describe the boundaries of the Land by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the Land, and state the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by the Petitioner.

DULY RESOLVED by the City Council of the City of Celina, Texas on the _____ day of _____, 2021.

_____

Mayor

ATTEST:

_____

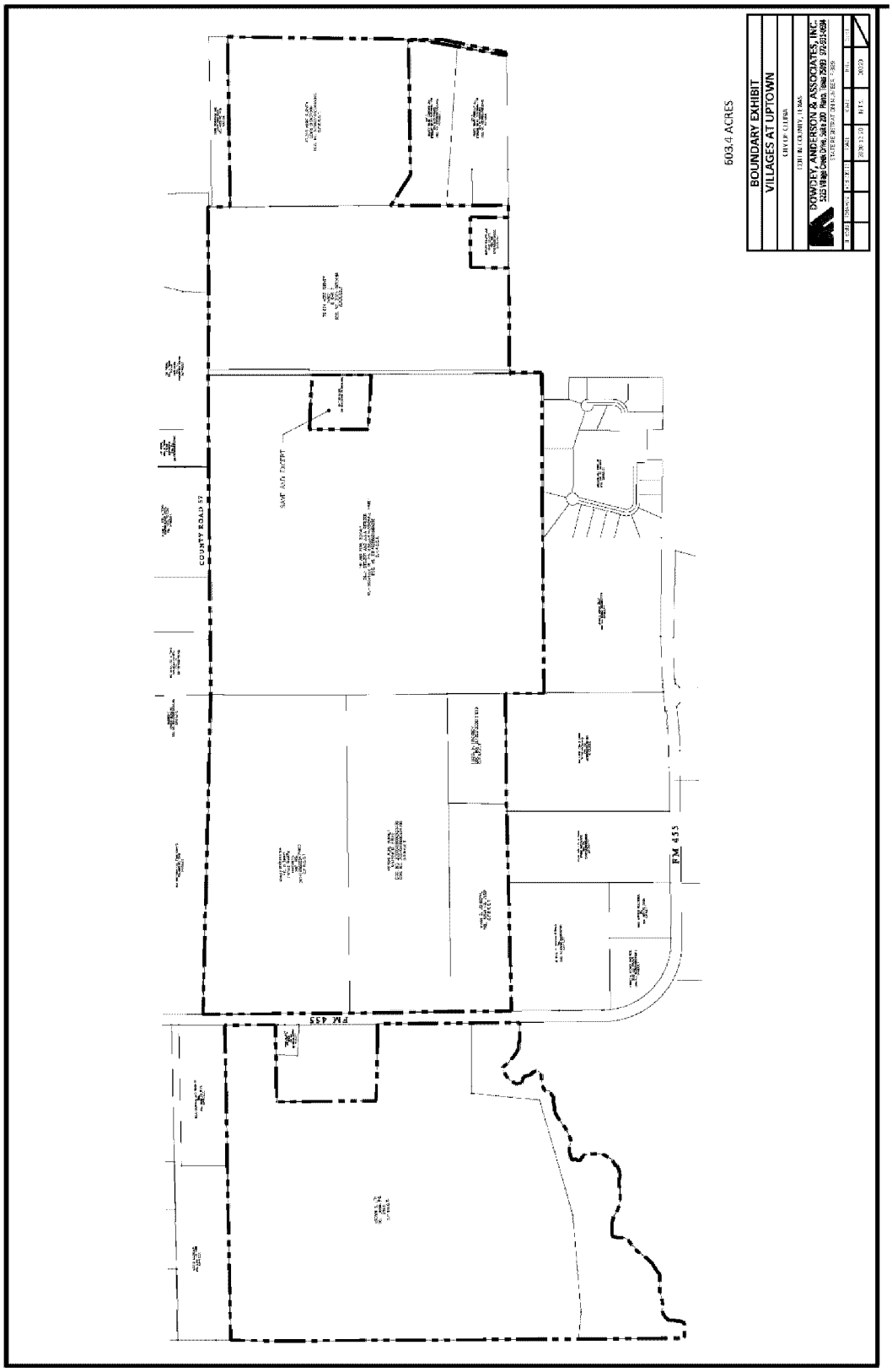
City Secretary

APPROVED AS TO FORM:

_____

Julie Fort, Attorney for the City

Exhibit “A”


BOUNDARY EXHIBIT
VILLAGES AT UPTOWN
603.4 ACRES
DOWDEY, ANDERSON & ASSOCIATES, INC.
COUNTY ROAD 57
FM 455
FM 455



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/11/2021 12:17:05 PM
$218.00 NPRECELLA
20210311000485140

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately eight (8) acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located at the southwest corner of Choate Parkway and Meadow Creek Drive, within the City Limits. (Choate Office Park – Planned Development) (McAfee)

Background Information:
This request is for a Planned Development (PD) on approximately 8 acres of land located at the southwest corner of Choate Parkway and Meadow Creek Drive, within the City Limits. The applicant is proposing to develop retail buildings along Choate Parkway with contractor shops located at the rear of the property. The retail buildings visually screen the proposed contractor shops, and are further screened with the existing substations, the Wilson Creek floodplain, and a residential street on the east. The proposed PD establishes Commercial, Office, & Retail District (C) base zoning with modified development standards. The Planning & Zoning Commission recommended approval (5-1) at its regular meeting in June, with Commissioner Samuelson dissenting. Please refer to the attachments for additional information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Ordinance

Financial Consideration:

N/A

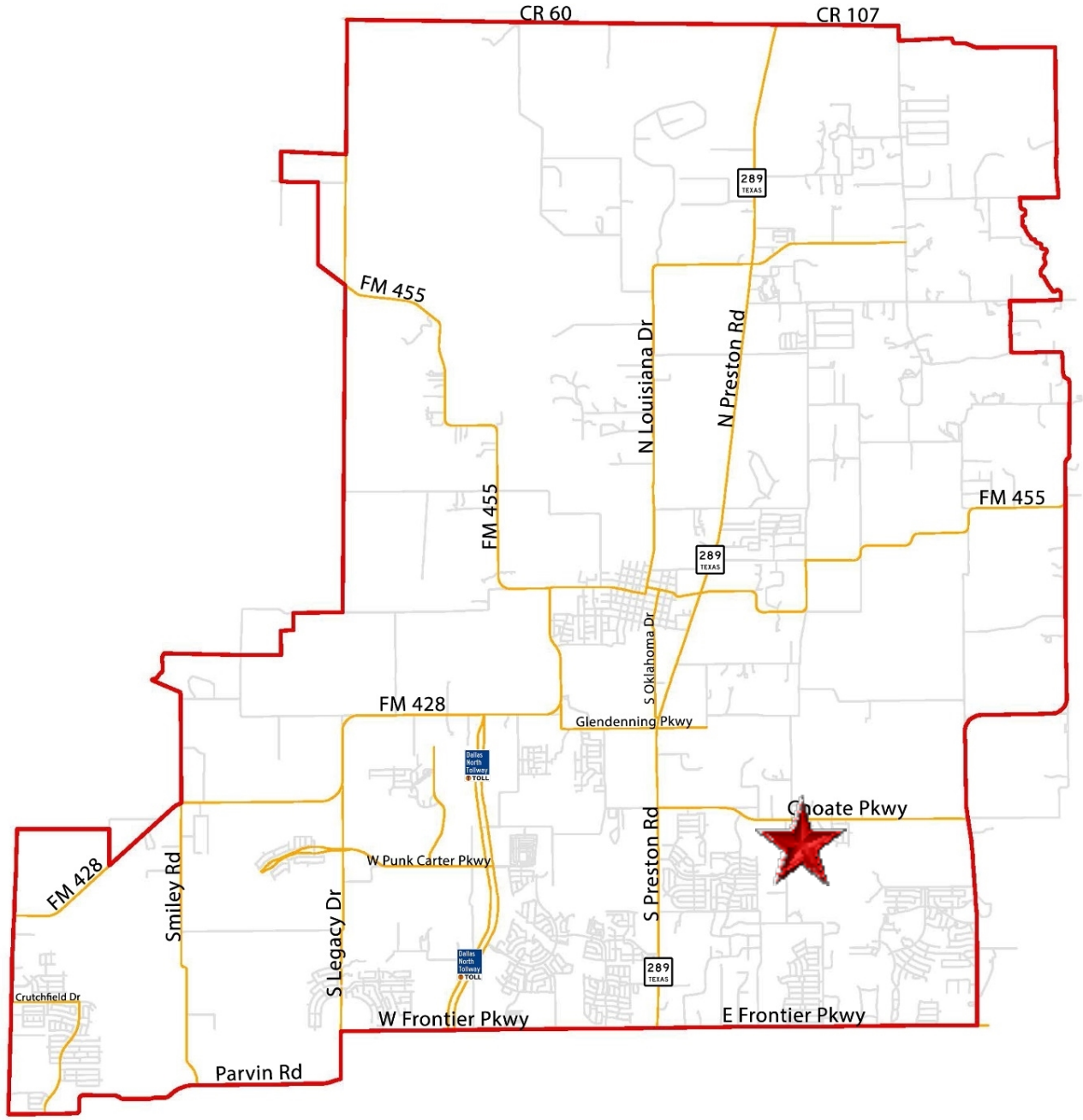
Staff Recommendation:
Staff recommends approval as presented.

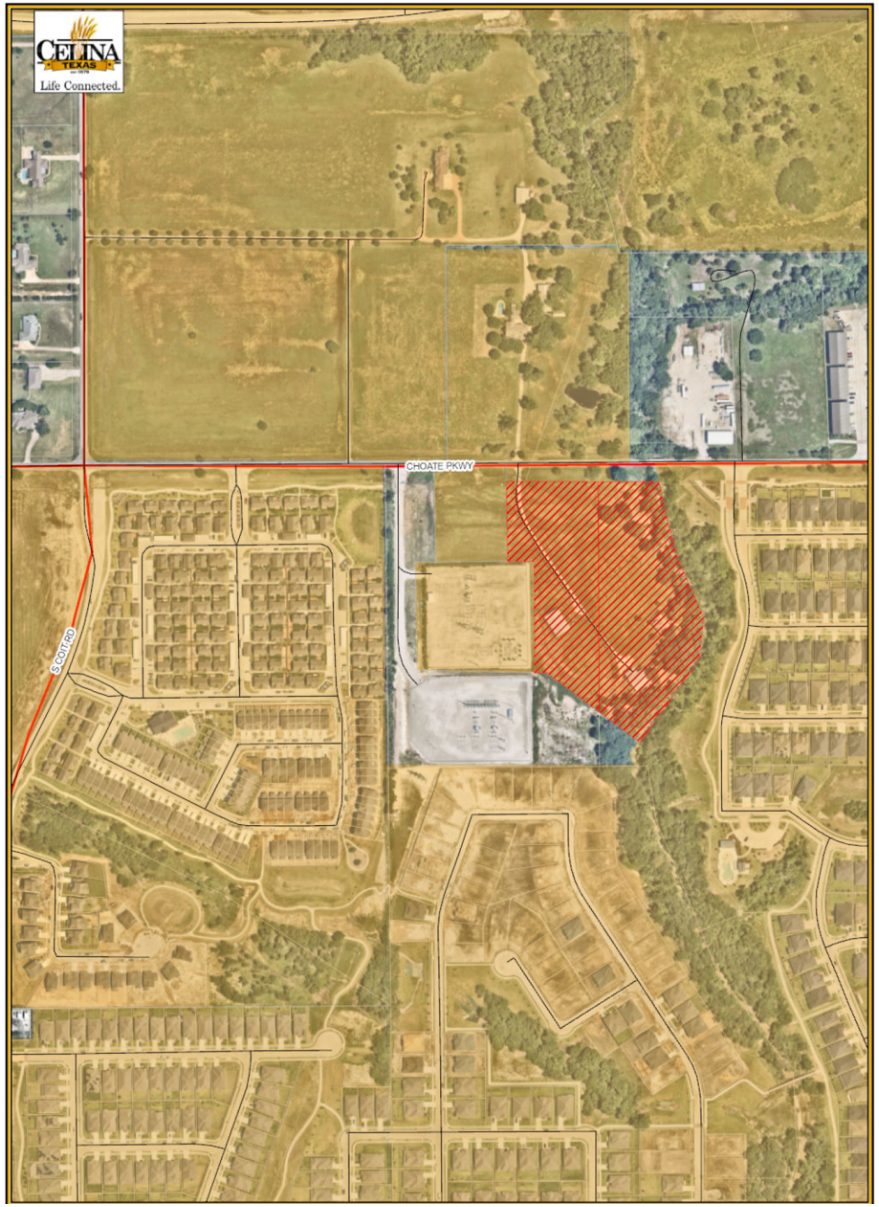
CHOATE OFFICE PARK

Planned Development

City Council
July 8, 2025




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



LOCATION MAP

The subject property is generally located at the southwest corner of Choate Parkway and Wilson Creek

BACKGROUND

- The subject property is approximately 8 acres
- The property is currently within City Limits and zoned Agricultural District (AG) in 2019
- The applicant is proposing a development with retail buildings along Choate Parkway that includes new contractor shops clad in brick veneer with roll-up doors in the rear of the property
- The proposed zoning is a Planned Development “PD” with a base zoning of Commercial, Office, & Retail District (C) that also allows for contractor shops in the rear of the property

CONCEPT PLAN

COMMERCIAL/OFFICE PARKING CHART	
	10 OFFICE, RETAIL OR OFFICE/MIXED USE BUILDINGS @ 60' x 100'
	2 RETAIL BUILDING @ 60' x 100'



OVERVIEW

- The buildings adjacent to Choate Parkway will develop as traditional retail buildings
- Contractor shops (with no outdoor storage) are envisioned to develop, generally in the rear of the property
- The existing farmhouse may be preserved and used as either a residence or office
- Up to one “Auto Repair, Major” use may be permitted

EXISTING FARMHOUSE



ARCHITECTURE

Generally, there are 3 options with contractor shops:



Solid metal – not recommended



Masonry wainscot – not much better



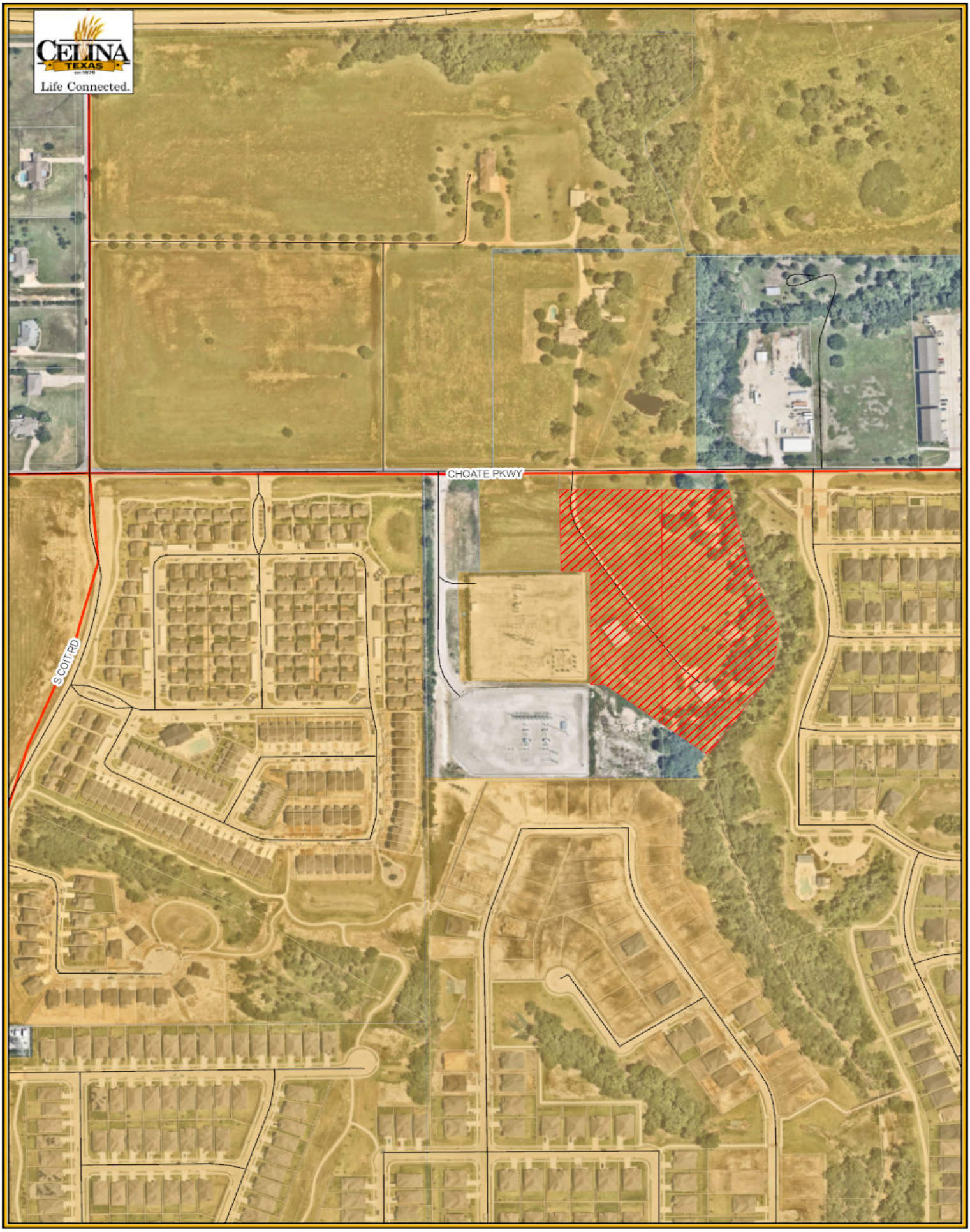
Full masonry – applicant request

POLICY CONSIDERATIONS

- The retail buildings along Choate Parkway make sense
- The proposed contractor shops are visually screened by the retail buildings and set back into the property
- The proposed contractor shops are surrounded by existing substations, Wilson Creek, and a street on the east
- The market supports additional contractor shops, which provides square footage for local businesses that do not neatly fit on Preston Road
- The proposed contractor shops are fully clad in brick
- The FLUP supports the rezoning request

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (5-1) at its regular meeting in June, with Commissioner Samuelson dissenting
- The Commission also recommended removing a timing restriction requiring the retail buildings to be constructed prior to the contractor shops
- The Commission believed that the timing restriction would result in the tract not developing for a number of years due to the existing condition of Choate Parkway
- The Commission supported no outdoor storage, the allowance for one Major Auto Repair, the contractor shop land use, and the proposed architecture
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Parcels
- Roads
- City Limits
- Subject Property

25-Z-08 Choate Office Park - PD Zoning Location Map

City of Celina

5/27/2025

N
W E
S

0 275 550

Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2025-_____
CHOATE OFFICE PARK

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 8 ACRES LOCATED IN THE JOHNATHAN WESTOVER SURVEY, ABSTRACT NO. 1030 AND THE COLEMAN WATSON SURVEY ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF CHOATE PARKWAY AND MEADOW CREEK DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 156 WITH A BASE ZONING OF COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Standards, set forth in Exhibits "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a "PD" Planned Development District No. 156 with a base zoning of Commercial, Office, & Retail District (C), with modified development standards, and is subject to the following PD standards, which exhibits are incorporated as if fully set forth herein:

Exhibit A: Legal Description
Exhibit B: Depiction of Property
Exhibit C: Concept Plan
Exhibit D: Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 156 with a base zoning of Commercial, Office, & Retail District (C), with modified development standards, and incorporates the Concept Plan and Development Standards, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6

COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of July, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BEING an 8.629 acre tract of land situated in the Johnathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, and being all of the 8.626 acre tract of land conveyed to Prosper Land Company, LLC by deed of record in Instrument No. 20161116001556640, of the Official Public Records of Collin County, Texas; said 8.629 acre tract being more particularly described as follows:

BEGINNING at a point for corner in Choate Parkway, an undefined width prescriptive right-of-way, at the northwest corner of said 8.626 acre tract;

THENCE along the northerly, easterly, southerly and westerly lines of said 8.626 acre tract, the following courses and distances:

South 89 degrees 34 minutes 56 seconds East, along said Choate Parkway, a distance of 323.38 feet to a point for corner;

South 11 degrees 34 minutes 56 seconds East, departing said Choate Parkway, a distance of 50.16 feet to a re-entrant corner;

South 89 degrees 34 minutes 56 seconds East, a distance of 150.00 feet to a point for corner;

South 11 degrees 34 minutes 56 seconds East, a distance of 125.89 feet;

South 14 degrees 03 minutes 56 seconds East, a distance of 136.00 feet;

South 22 degrees 49 minutes 56 seconds East, a distance of 206.30 feet;

South 07 degrees 25 minutes 04 seconds West, a distance of 135.40 feet;

South 36 degrees 25 minutes 04 seconds West, a distance of 305.13 feet to a point for corner;

North 53 degrees 26 minutes 46 seconds West, a distance of 369.16 feet;

South 90 degrees 00 minutes 00 seconds West, a distance of 40.35 feet to a point for corner;

North 00 degrees 00 minutes 00 seconds East, a distance of 350.00 feet to a re-entrant corner;

North 89 degrees 51 minutes 36 seconds West, a distance of 86.45 feet to a point for corner;

North 00 degrees 01 minutes 39 seconds East, a distance of 307.71 feet to the **POINT-OF-BEGINNING**, containing **375,885 square feet or 8.629 acres of land.**

Bearings for this description cited are based on Grid North State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization (CORS 96).

Exhibit B
Depiction of Property

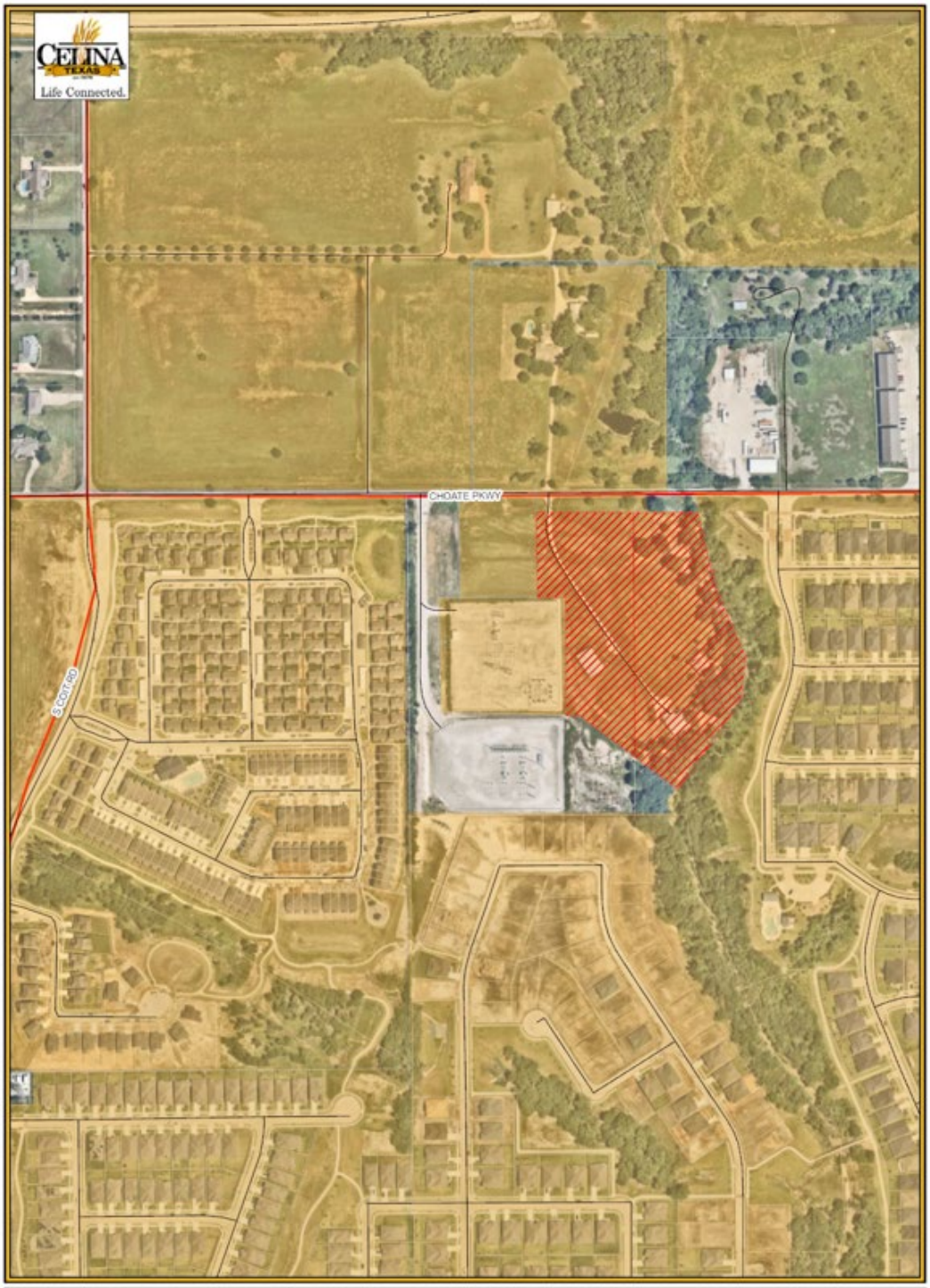


Exhibit C
Concept Plan



Exhibit D
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C), with the following modified regulations:

1. The subject property shall generally develop per the attached Concept Plan. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.
2. The buildings not adjacent to Choate Parkway, per the Concept Plan, may have the additional allowed use of Contractor Shops, which allows a combination of office, flex, and warehouses. Up to one "Auto Repair, Major" use may be allowed by right.
3. No perimeter tree planting is required except for perimeter landscaping and sidewalk along Choate Parkway.
4. Outdoor storage is not permitted.
5. If the development preserves the existing farmhouse, it may be used as residential or office.
6. The building exteriors shall be fully clad in Category A masonry material. The Contractor Shop buildings may have roll-up doors.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to award CSP 2025-029 for the construction of Coit Road from Vest Lane to south of Choate Parkway to McMahon Contracting in the amount of $13,464,877.50, plus a ten (10) percent contingency of $1,346,487.75 for a total amount not to exceed $14,811,365.25. (Glasgow)

Background Information:
On May 29, 2025, the City received responses to the competitive sealed proposal 2025-029 for the construction of Coit Road from Vest Lane to south of Choate Parkway. The scope of work includes improving this section of Coit Road as a 4-lane concrete curb and gutter pavement with an associated enclosed drainage system, landscaping, irrigation, and streetlights. This project will also include improved intersections at Vest Lane, as well as roundabouts at the Punk Carter Parkway and the Ownsby Parkway intersections.

The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one thousand and twenty-one (1021) vendors were notified. Seven (7) bids were received. An initial review was completed by Purchasing to verify submissions met the minimum requirements. Six (6) out of the seven (7) vendors advanced to the evaluation stage and were evaluated by a committee using the criteria set forth in the specification.

Upon completion of the evaluation, staff unanimously recommended McMahon Contracting.

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

Supporting Documents:
1. Staff Presentation
2. Location Map

3. Agenda Recap - 2025-029 CSP Coit Rd
4. Coit Road - Bid Tabulation Final
5. Scoring Summary
6. 2025-029-Standard_Form_of_Agreement_Mcmahon_Partially Executed

Financial Consideration:
Funding is available through City and Collin County transportation bonds. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the contract as presented.

COIT ROAD (FROM VEST LANE TO CHOATE PARKWAY)

CONSTRUCTION AWARD

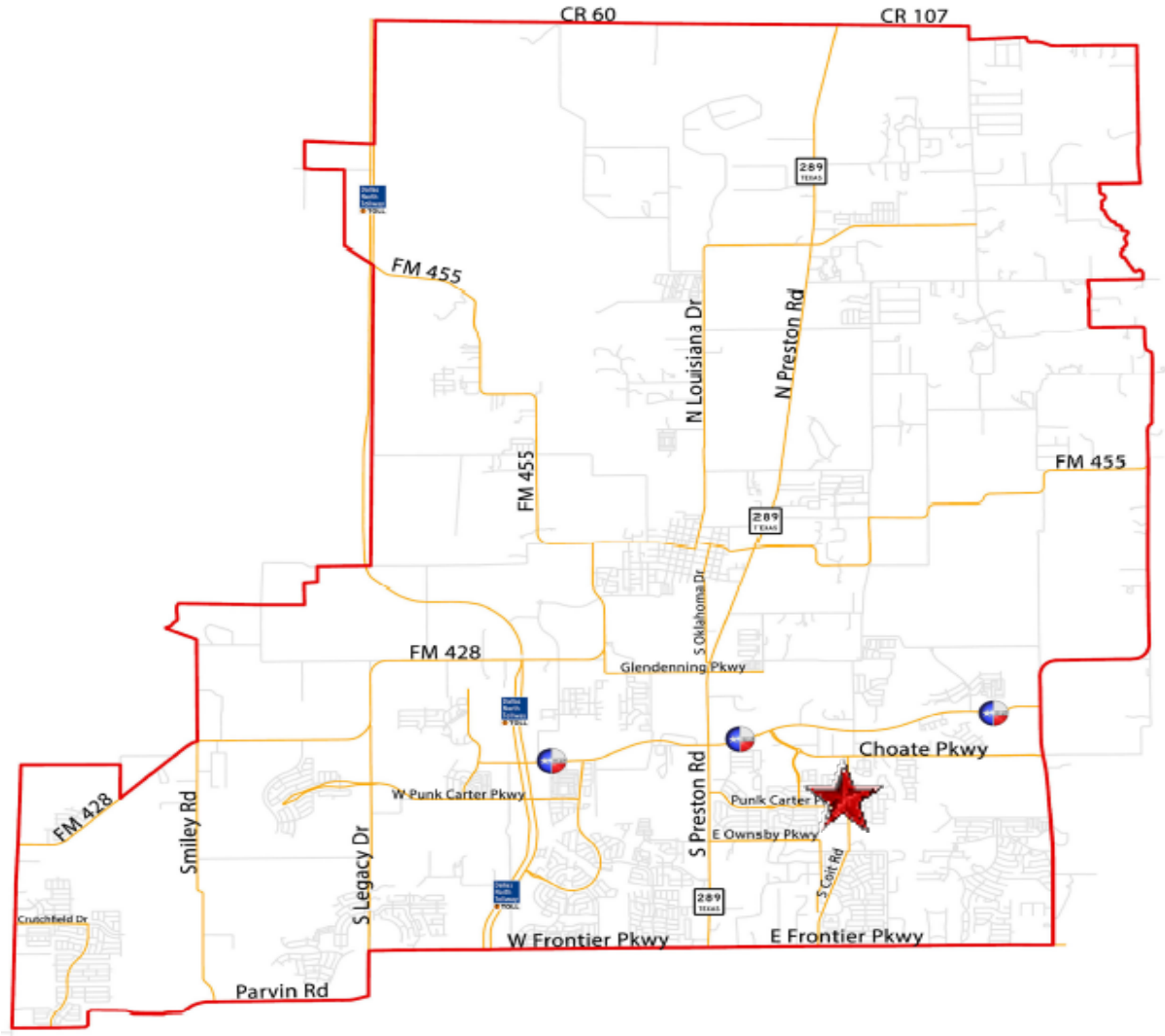
July 08, 2025

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



LOCATION MAP

- Coit Road (from Vest Lane to Choate Parkway)



INTRODUCTION

- On May 29, 2025, the City received responses to the competitive sealed bid 2025-029 for the construction of Coit Road (from Vest Lane to Choate Parkway).
- Seven (7) bids were received.
- An initial review was completed by Purchasing to verify submissions met the minimum requirements.
- Six (6) out of the seven (7) vendors advanced to the evaluation stage and were evaluated by a committee using the criteria set forth in the specification.
    - Project Experience – 5 projects
    - Delivery Time/Construction Schedule
    - Cost
    - Experience of Project Manager and Superintendent
- Upon completion of the evaluation, staff unanimously recommended McMahon Contracting.

SCOPE OF WORK

- The scope of work includes improving this section of Coit Road as a 4-lane divided concrete road with associated enclosed drainage system, sidewalks, streetlights, landscaping, irrigation, and water line adjustments.
- This will also include improved intersections at Vest Lane, roundabouts at Punk Carter Parkway and Ownsby Parkway intersections.

PROJECT LAYOUT

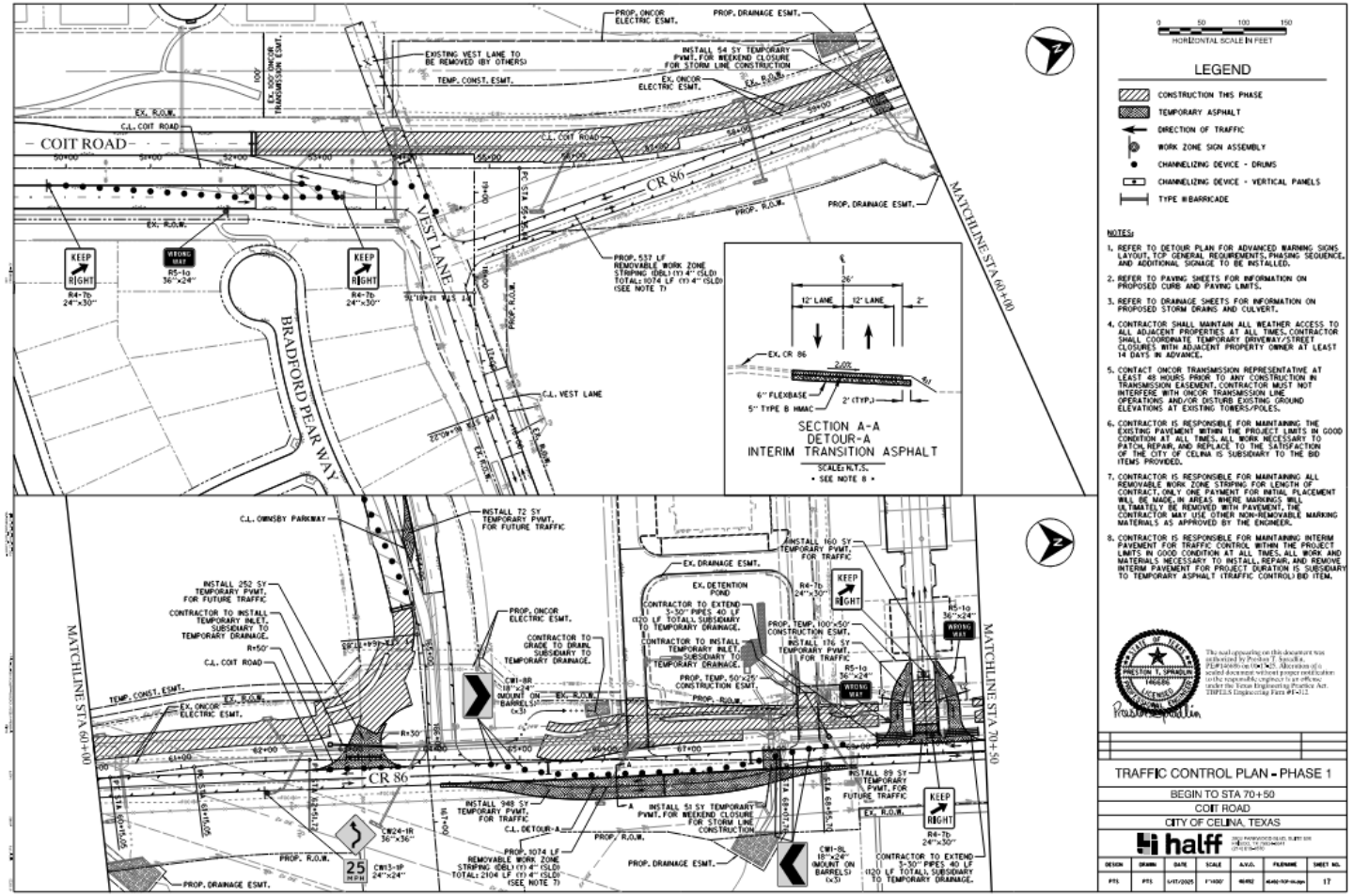


BID 2025-029

- First lowest apparent bidder is McMahon Contracting LP Construction.
- Opinion of Probable Construction Cost (OPCC): $12,832,357.39
- Bid Price (Base Bid + HP Storm Alternate – RCP Base Bid Items (Replaced)): $13,464,877.50
- 10% Contingency: $1,346,487.75
- Total Not to Exceed: **$14,811,365.25**

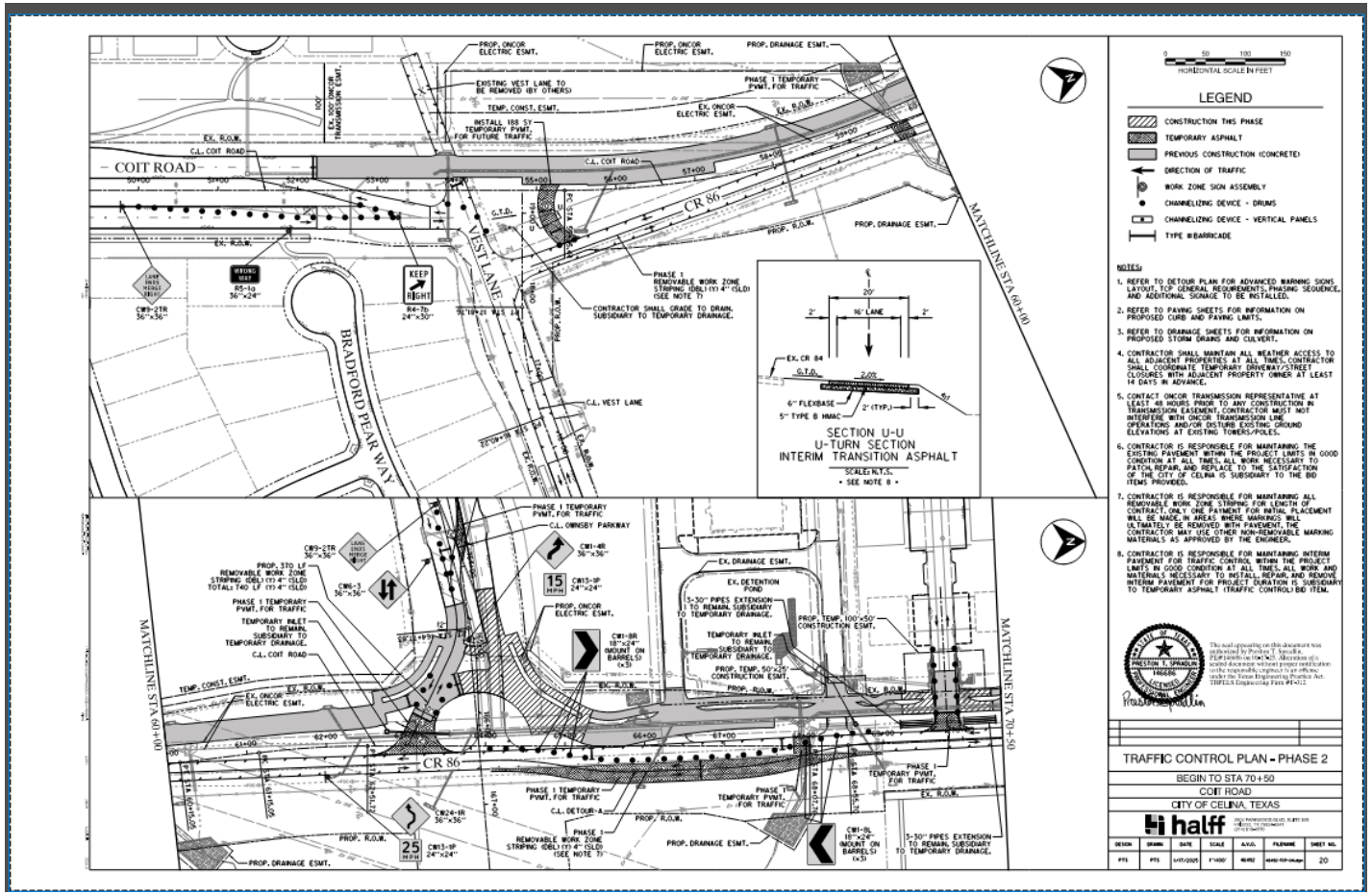
Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
McMahon Contracting LP	Grand Pairie	TX	5/29/2025 09:53:15 AM (CT)	167	$13,510,596.40
Mario Sinacola & Sons Excavating, Inc.	Frisco	TX	5/29/2025 09:17:23 AM (CT)	167	$14,542,548.75
Axis Contracting, Inc.	Dallas	TX	5/29/2025 09:59:04 AM (CT)	167	$15,089,924.48
DDM Construction Corporation	Addison	TX	5/29/2025 09:56:27 AM (CT)	167	$15,348,418.00
Tiseo Paving	Mesquite	TX	5/29/2025 09:44:39 AM (CT)	167	$15,970,972.10
Urban Infraconstruction	Farmers Branch	TX	5/29/2025 09:48:29 AM (CT)	167	$16,095,094.99
RPM xConstruction, LLC (Guffey)	McKinney	TX	5/29/2025 09:13:37 AM (CT)	167	$17,257,775.30

PROJECT PHASING



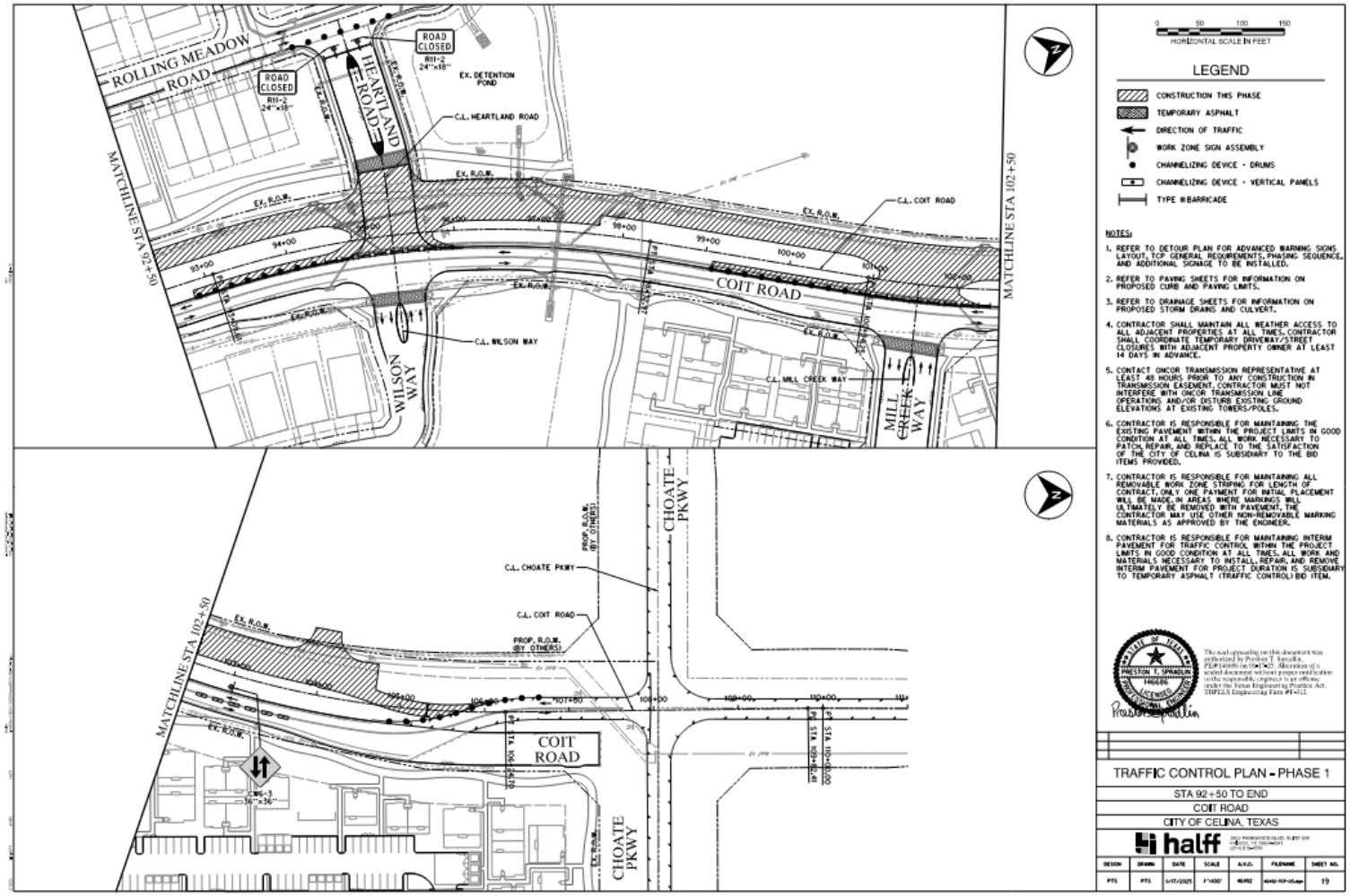
- Project is proposed to be completed in three (3) different phases while open to traffic in each phase.

PROJECT PHASING- CONT.



- Project is proposed to be completed in three (3) different phases while open to traffic in each phase.

PROJECT PHASING- CONT.

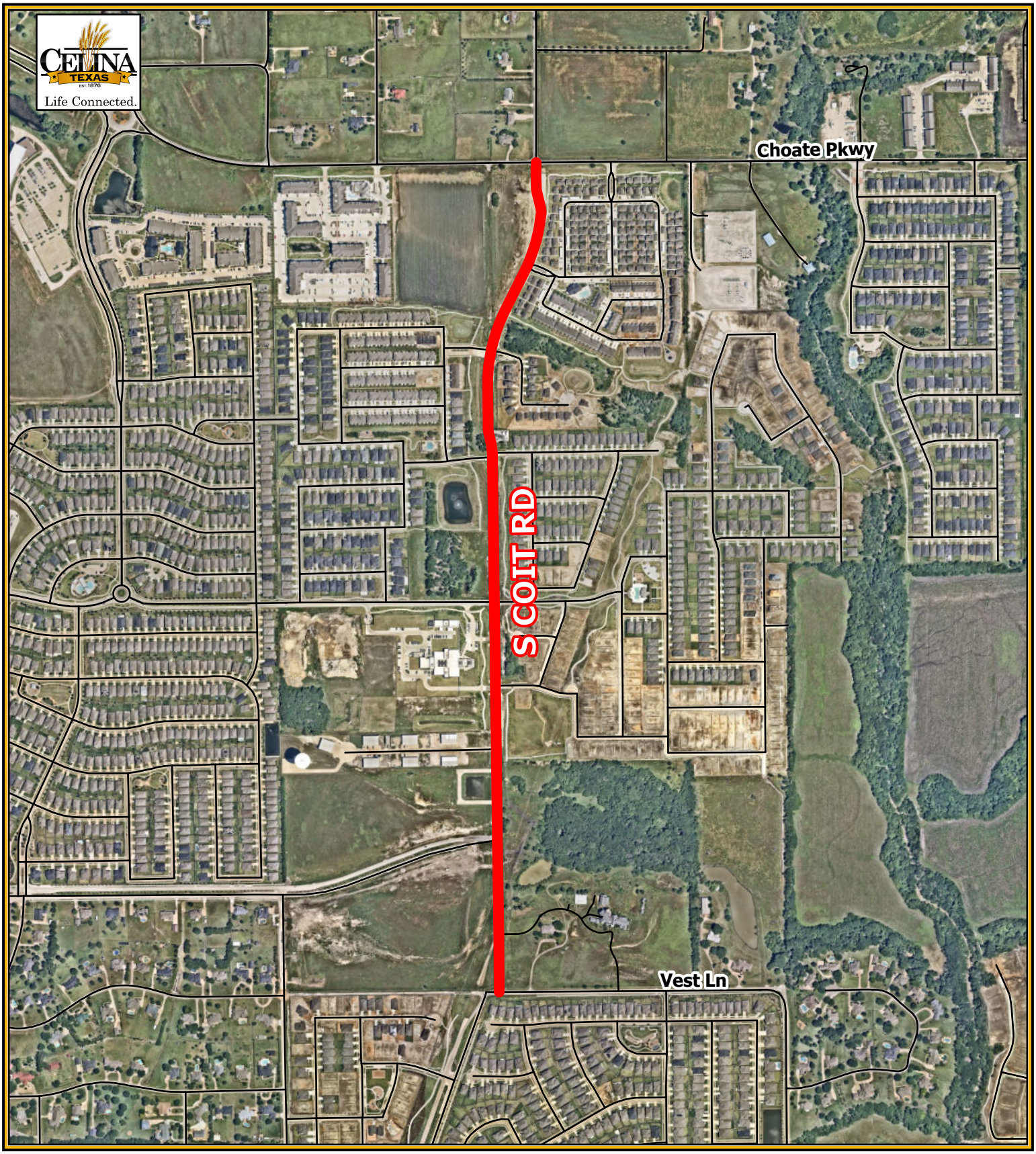


- Project is proposed to be completed in three (3) different phases while open to traffic in each phase.

PROJECT TIMELINE

ITEM	ANTICIPATED DATES
Council Award	July 2025
Pre-construction Meeting	1st Week of August 2025
Project Phasing Meeting	3rd Week of August 2025
Public Meeting	1st Week of September 2025
Construction Start	3rd Week of September 2025
Construction Completed	1st Quarter 2027

QUESTIONS?



Legend

- S. Coit Rd
- Roads

S. Coit Rd

City of Celina

6/25/2025

N
W E
S

0 500 1,000 Feet

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-029
SOLICITATION NAME: Coit Rd Construction from Vest Ln to Choate Pkwy
PROJECT #: R57

Bid Opening Date	5/29/25	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1021
Number of Submissions:	6
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	5
Number of No Bids	4
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder. Mario Sinacola was deemed non-responsive for failure to submit the required financial statements. Purchasing reviewed the schedules submitted and the financial statements for the remaining five responses and issued scores accordingly. The same responses were sent to the department for further evaluation as outlined in the request for proposal.

Recommendation:
Upon completion of the review, the department recommends lowest responsible vendor(s):

Recommended Vendor(s):	McMahon Contracting LP
Contract Term:	400 calendar days

Ryan Quigley, Purchasing Agent	6/23/25
Submitted By	Date

Bid 2025-029 Coit Rd Construction from Vest Lane to Choate Pkwy

Opened 5/29/25 at 10:00 AM Local Time

Line #	Description	QTY	UOM	McMahon Contracting LP		Mario Sinacola & Sons Excavating, Inc.		Axis Contracting, Inc.		DDM Construction Corporation		Tiseo Paving		Urban Infraconstruction		RPM xConstruction, LLC (Guffey)	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid - General	1															
1.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	13	MO	$ 5,164.17	$ 67,134.21	$ 29,420.00	$ 382,460.00	$ 4,654.10	$ 60,503.30	$ 20,000.00	$ 260,000.00	$ 37,950.00	$ 493,350.00	$ 11,323.25	$ 147,202.25	$ 20,600.00	$ 267,800.00
1.2	GENERAL SITE PREPARATION (2 percent MAX)	1	LS	$ 265,000.00	$ 265,000.00	$ 280,000.00	$ 280,000.00	$ 359,000.00	$ 359,000.00	$ 300,000.00	$ 300,000.00	$ 204,200.00	$ 204,200.00	$ 332,602.03	$ 332,602.03	$ 340,000.00	$ 340,000.00
1.3	TEMPORARY DRAINAGE (TRAFFIC CONTROL) (INCLUDING REMOVAL)	1	LS	$ 75,000.00	$ 75,000.00	$ 50,000.00	$ 50,000.00	$ 36,000.00	$ 36,000.00	$ 150,000.00	$ 150,000.00	$ 178,200.00	$ 178,200.00	$ 65,933.49	$ 65,933.49	$ 222,000.00	$ 222,000.00
1.4	REMOVABLE WORK ZONE PAVEMENT MARKINGS (Y) (4 inch SLD)	18068	LF	$ 1.74	$ 31,438.32	$ 0.50	$ 9,034.00	$ 1.65	$ 29,812.20	$ 2.00	$ 36,136.00	$ 1.65	$ 29,812.20	$ 0.90	$ 16,261.20	$ 0.90	$ 16,261.20
1.5	TEMPORARY ASPHALT (TRAFFIC CONTROL) (5 inch HMA TYPE B) (6 inch FLEX BASE) (INCLUDING REMOVAL)	4847	SY	$ 68.85	$ 333,715.95	$ 80.00	$ 387,760.00	$ 1.05	$ 5,089.35	$ 95.00	$ 460,465.00	$ 113.15	$ 548,438.05	$ 125.51	$ 608,346.97	$ 125.00	$ 605,875.00
	Subtotal				$ 772,288.48		$ 1,109,254.00		$ 490,404.85		$ 1,206,601.00		$ 1,454,000.25		$ 1,170,345.94		$ 1,451,936.20
2	Base Bid - Removals																
2.1	REMOVE FENCE	1586	LF	$ 3.42	$ 5,424.12	$ 1.50	$ 2,379.00	$ 10.00	$ 15,860.00	$ 3.00	$ 4,758.00	$ 9.25	$ 14,670.50	$ 24.66	$ 39,110.76	$ 4.00	$ 6,344.00
2.2	REMOVE CONCRETE PAVEMENT (INCLUDING BASE & CURB)	5119	SY	$ 19.49	$ 99,769.31	$ 14.00	$ 71,666.00	$ 16.00	$ 81,904.00	$ 14.00	$ 71,666.00	$ 25.25	$ 129,254.75	$ 28.27	$ 144,714.13	$ 20.50	$ 104,939.50
2.3	REMOVE ASPHALT PAVEMENT (INCLUDING BASE)	11850	SY	$ 10.90	$ 129,165.00	$ 5.00	$ 59,250.00	$ 10.00	$ 118,500.00	$ 7.00	$ 82,950.00	$ 16.45	$ 194,932.50	$ 13.43	$ 159,145.50	$ 12.00	$ 142,200.00
2.4	REMOVE CONCRETE SIDEWALK AND RAMPS	733	SY	$ 19.48	$ 14,278.84	$ 14.00	$ 10,262.00	$ 16.00	$ 11,728.00	$ 13.00	$ 9,529.00	$ 15.60	$ 11,434.80	$ 35.39	$ 25,940.87	$ 14.00	$ 10,262.00
2.5	REMOVE STORM DRAIN PIPE (18 INCH TO 60 INCH)	1405	LF	$ 34.58	$ 48,584.90	$ 50.00	$ 70,250.00	$ 25.00	$ 35,125.00	$ 35.00	$ 49,175.00	$ 49.50	$ 69,547.50	$ 15.22	$ 21,384.10	$ 16.00	$ 22,480.00
2.6	REMOVE CONCRETE BOX CULVERT	222	LF	$ 70.38	$ 15,624.36	$ 115.00	$ 25,530.00	$ 40.00	$ 8,880.00	$ 38.00	$ 8,436.00	$ 82.50	$ 18,315.00	$ 25.36	$ 5,629.92	$ 30.00	$ 6,660.00
2.7	REMOVE HEADWALL	11	EA	$ 1,110.36	$ 12,213.96	$ 2,500.00	$ 27,500.00	$ 1,800.00	$ 19,800.00	$ 635.00	$ 6,985.00	$ 1,650.00	$ 18,150.00	$ 1,217.23	$ 13,389.53	$ 2,800.00	$ 30,800.00
2.8	REMOVE INLET	11	EA	$ 610.72	$ 6,717.92	$ 2,350.00	$ 25,850.00	$ 900.00	$ 9,900.00	$ 1,000.00	$ 11,000.00	$ 715.00	$ 7,865.00	$ 1,014.36	$ 11,157.96	$ 2,800.00	$ 30,800.00
2.9	REMOVE SAFETY END TREATMENT	14	EA	$ 445.21	$ 6,232.94	$ 2,200.00	$ 30,800.00	$ 900.00	$ 12,600.00	$ 700.00	$ 9,800.00	$ 495.00	$ 6,930.00	$ 1,115.80	$ 15,621.20	$ 2,800.00	$ 39,200.00
2.10	REMOVE MANHOLE	2	EA	$ 1,226.32	$ 2,452.64	$ 2,500.00	$ 5,000.00	$ 5,500.00	$ 11,000.00	$ 1,100.00	$ 2,200.00	$ 1,045.00	$ 2,090.00	$ 1,014.36	$ 2,028.72	$ 2,800.00	$ 5,600.00
2.11	REMOVE SIGN & ASSEMBLY	21	EA	$ 539.40	$ 11,327.40	$ 400.00	$ 8,400.00	$ 511.50	$ 10,741.50	$ 300.00	$ 6,300.00	$ 511.50	$ 10,741.50	$ 564.04	$ 11,844.84	$ 200.00	$ 4,200.00
2.12	REMOVE PAVEMENT MARKINGS	1	LS	$ 8,978.40	$ 8,978.40	$ 5,000.00	$ 5,000.00	$ 8,514.00	$ 8,514.00	$ 10,000.00	$ 10,000.00	$ 8,514.00	$ 8,514.00	$ 11,270.68	$ 11,270.68	$ 9,000.00	$ 9,000.00
2.13	ADJUST WATER METER	4	EA	$ 561.93	$ 2,247.72	$ 3,750.00	$ 15,000.00	$ 1,850.00	$ 7,400.00	$ 1,200.00	$ 4,800.00	$ 550.00	$ 2,200.00	$ 1,014.36	$ 4,057.44	$ 750.00	$ 3,000.00
2.14	MANHOLE RIM ADJUSTMENT	6	EA	$ 2,138.22	$ 12,829.32	$ 5,000.00	$ 30,000.00	$ 2,750.00	$ 16,500.00	$ 5,200.00	$ 31,200.00	$ 1,210.00	$ 7,260.00	$ 2,535.90	$ 15,215.40	$ 3,000.00	$ 18,000.00
2.15	FIRE HYDRANT RELOCATION (REMOVE AND REINSTALL)	4	EA	$ 5,529.07	$ 22,116.28	$ 11,375.00	$ 45,500.00	$ 6,500.00	$ 26,000.00	$ 9,300.00	$ 37,200.00	$ 3,300.00	$ 13,200.00	$ 5,071.81	$ 20,287.24	$ 14,000.00	$ 56,000.00
2.16	FIRE HYDRANT (REMOVE AND DELIVER)	1	EA	$ 897.14	$ 897.14	$ 3,000.00	$ 3,000.00	$ 6,500.00	$ 6,500.00	$ 840.00	$ 840.00	$ 1,100.00	$ 1,100.00	$ 760.77	$ 760.77	$ 375.00	$ 375.00
2.17	ADJUST FIRE HYDRANT TO PROPOSED GRADE	1	EA	$ 1,860.59	$ 1,860.59	$ 3,250.00	$ 3,250.00	$ 4,500.00	$ 4,500.00	$ 1,300.00	$ 1,300.00	$ 1,375.00	$ 1,375.00	$ 1,521.54	$ 1,521.54	$ 1,875.00	$ 1,875.00
2.18	REMOVE STREET LIGHT ASSEMBLY	1	EA	$ 2,900.00	$ 2,900.00	$ 1,000.00	$ 1,000.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 3,575.00	$ 3,575.00	$ 1,996.80	$ 1,996.80	$ 2,400.00	$ 2,400.00
2.19	REMOVE WELL	1	EA	$ 9,744.00	$ 9,744.00	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 18,000.00	$ 18,000.00	$ 8,250.00	$ 8,250.00	$ 9,394.34	$ 9,394.34	$ 15,600.00	$ 15,600.00
	Subtotal				$ 413,364.84		$ 444,637.00		$ 437,952.50		$ 369,139.00		$ 529,405.55		$ 514,471.74		$ 509,735.50
3	Base Bid -Roadway																
3.1	EXCAVATION (ROADWAY)	15000	CY	$ 21.73	$ 325,950.00	$ 40.00	$ 600,000.00	$ 20.90	$ 313,500.00	$ 15.00	$ 225,000.00	$ 30.30	$ 454,500.00	$ 37.00	$ 555,000.00	$ 17.00	$ 255,000.00
3.2	EXCAVATION (CHANNEL)	1400	CY	$ 17.20	$ 24,080.00	$ 45.00	$ 63,000.00	$ 20.91	$ 29,274.00	$ 18.00	$ 25,200.00	$ 36.65	$ 51,310.00	$ 43.69	$ 61,166.00	$ 20.00	$ 28,000.00
3.3	EMBANKMENT	33000	CY	$ 4.96	$ 163,680.00	$ 20.00	$ 660,000.00	$ 23.00	$ 759,000.00	$ 10.00	$ 330,000.00	$ 14.45	$ 476,850.00	$ 30.33	$ 1,000,890.00	$ 14.50	$ 478,500.00
3.4	6 inch LIME STABILIZED SUBGRADE	1200	SY	$ 10.64	$ 12,768.00	$ 8.00	$ 9,600.00	$ 9.00	$ 10,800.00	$ 14.00	$ 16,800.00	$ 6.70	$ 8,040.00	$ 28.18	$ 33,816.00	$ 19.00	$ 22,800.00
3.5	8 inch LIME STABILIZED SUBGRADE	46100	SY	$ 7.86	$ 362,346.00	$ 9.00	$ 414,900.00	$ 4.50	$ 207,450.00	$ 11.00	$ 507,100.00	$ 6.70	$ 308,870.00	$ 19.51	$ 899,411.00	$ 6.00	$ 276,600.00

3.6	HYDRATED LIME (52 LBS/SY)	1230	TON	$ 375.95	$ 462,418.50	$ 325.00	$ 399,750.00	$ 450.00	$ 553,500.00	$ 400.00	$ 492,000.00	$ 358.00	$ 440,340.00	$ 325.72	$ 400,635.60	$ 380.00	$ 467,400.00
3.7	10 inch REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	38200	SY	$ 85.00	$ 3,247,000.00	$ 89.00	$ 3,399,800.00	$ 95.22	$ 3,637,404.00	$ 106.00	$ 4,049,200.00	$ 90.70	$ 3,464,740.00	$ 88.79	$ 3,391,778.00	$ 108.00	$ 4,125,600.00
3.8	7 inch REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	950	SY	$ 77.40	$ 73,530.00	$ 80.00	$ 76,000.00	$ 115.00	$ 109,250.00	$ 104.00	$ 98,800.00	$ 96.50	$ 91,675.00	$ 84.70	$ 80,465.00	$ 102.00	$ 96,900.00
3.9	6 inch REINFORCED PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT	120	SY	$ 104.46	$ 12,535.20	$ 120.00	$ 14,400.00	$ 110.00	$ 13,200.00	$ 125.00	$ 15,000.00	$ 86.90	$ 10,428.00	$ 287.68	$ 34,521.60	$ 98.00	$ 11,760.00
3.10	10 inch-13 inch (VARYING THICKNESS) REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT (STAMPED TRUCK APRON) (INTEGRAL COLOR) WITH MOUNTABLE CURB	1070	SY	$ 198.36	$ 212,245.20	$ 215.00	$ 230,050.00	$ 250.00	$ 267,500.00	$ 260.00	$ 278,200.00	$ 247.50	$ 264,825.00	$ 135.50	$ 144,985.00	$ 330.00	$ 353,100.00
3.11	10 inch REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (INTEGRAL COLOR)	430	SY	$ 208.80	$ 89,784.00	$ 230.00	$ 98,900.00	$ 250.00	$ 107,500.00	$ 260.00	$ 111,800.00	$ 242.00	$ 104,060.00	$ 136.38	$ 58,643.40	$ 400.00	$ 172,000.00
3.12	10 inch NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT (INTERIM)	315	SY	$ 87.58	$ 27,587.70	$ 80.00	$ 25,200.00	$ 142.23	$ 44,802.45	$ 95.00	$ 29,925.00	$ 122.30	$ 38,524.50	$ 136.17	$ 42,893.55	$ 120.00	$ 37,800.00
3.13	CONCRETE STREET HEADER	127	LF	$ 23.05	$ 2,927.35	$ 75.00	$ 9,525.00	$ 20.00	$ 2,540.00	$ 50.00	$ 6,350.00	$ 40.00	$ 5,080.00	$ 244.33	$ 31,029.91	$ 100.00	$ 12,700.00
3.14	LAYDOWN MEDIAN NOSE	14	EA	$ 3,770.00	$ 52,780.00	$ 3,650.00	$ 51,100.00	$ 2,500.00	$ 35,000.00	$ 5,500.00	$ 77,000.00	$ 3,000.00	$ 42,000.00	$ 131.66	$ 1,843.24	$ 4,800.00	$ 67,200.00
3.15	CONCRETE SIDEWALK (6 inch THICK)	3100	SY	$ 83.04	$ 257,424.00	$ 67.00	$ 207,700.00	$ 98.00	$ 303,800.00	$ 86.00	$ 266,600.00	$ 79.20	$ 245,520.00	$ 92.26	$ 286,006.00	$ 88.00	$ 272,800.00
3.16	CURB RAMP (TY 1)	14	EA	$ 2,842.00	$ 39,788.00	$ 3,400.00	$ 47,600.00	$ 2,100.00	$ 29,400.00	$ 3,000.00	$ 42,000.00	$ 3,025.00	$ 42,350.00	$ 4,349.57	$ 60,893.98	$ 2,800.00	$ 39,200.00
3.17	CURB RAMP (TY 7)	10	EA	$ 2,842.00	$ 28,420.00	$ 3,500.00	$ 35,000.00	$ 2,100.00	$ 21,000.00	$ 2,800.00	$ 28,000.00	$ 2,750.00	$ 27,500.00	$ 4,282.42	$ 42,824.20	$ 2,950.00	$ 29,500.00
3.18	CURB RAMP (TY 21)	7	EA	$ 4,234.00	$ 29,638.00	$ 3,650.00	$ 25,550.00	$ 3,900.00	$ 27,300.00	$ 4,000.00	$ 28,000.00	$ 3,300.00	$ 23,100.00	$ 4,457.84	$ 31,204.88	$ 4,000.00	$ 28,000.00
3.19	8 inch FLEXBASE (TYPE D)	1070	SY	$ 27.84	$ 29,788.80	$ 28.00	$ 29,960.00	$ 27.00	$ 28,890.00	$ 32.00	$ 34,240.00	$ 28.00	$ 29,960.00	$ 34.17	$ 36,561.90	$ 32.00	$ 34,240.00
3.20	WIRE FENCE (TY C) (INSTALL)	1600	LF	$ 10.00	$ 16,000.00	$ 10.00	$ 16,000.00	$ 9.48	$ 15,168.00	$ 10.00	$ 16,000.00	$ 11.75	$ 18,800.00	$ 4.51	$ 7,216.00	$ 10.00	$ 16,000.00
3.21	PEDESTRIAN GUARDRAIL (POWDER COATED BLACK)	238	LF	$ 158.02	$ 37,608.76	$ 180.00	$ 42,840.00	$ 149.84	$ 35,661.92	$ 150.00	$ 35,700.00	$ 224.40	$ 53,407.20	$ 169.06	$ 40,236.28	$ 210.00	$ 49,980.00
3.22	EXCAVATION (STOCKPILE)	60000	CY	$ 24.26	$ 1,455,600.00	$ 18.00	$ 1,080,000.00	$ 27.00	$ 1,620,000.00	$ 21.00	$ 1,260,000.00	$ 29.20	$ 1,752,000.00	$ 16.27	$ 976,200.00	$ 14.00	$ 840,000.00
	Subtotal				$ 6,963,899.51		$ 7,536,875.00		$ 8,171,940.37		$ 7,972,915.00		$ 7,953,879.70		$ 8,218,221.54		$ 7,715,080.00
4	Base Bid -Drainage																
4.1	18 inch RCP (Class III)	1862	LF	$ 80.14	$ 149,220.68	$ 185.00	$ 344,470.00	$ 141.25	$ 263,007.50	$ 110.00	$ 204,820.00	$ 137.50	$ 256,025.00	$ 116.65	$ 217,202.30	$ 175.00	$ 325,850.00
4.2	24 inch RCP (Class III)	636	LF	$ 137.34	$ 87,348.24	$ 205.00	$ 130,380.00	$ 167.90	$ 106,784.40	$ 130.00	$ 82,680.00	$ 165.00	$ 104,940.00	$ 126.80	$ 80,644.80	$ 215.00	$ 136,740.00
4.3	Relay Ex. 24 inch RCP (Class III)	38	LF	$ 104.16	$ 3,958.08	$ 200.00	$ 7,600.00	$ 110.00	$ 4,180.00	$ 125.00	$ 4,750.00	$ 148.50	$ 5,643.00	$ 126.80	$ 4,818.40	$ 214.00	$ 8,132.00
4.4	27 inch RCP (Class III)	8	LF	$ 162.12	$ 1,296.96	$ 240.00	$ 1,920.00	$ 183.19	$ 1,465.52	$ 390.00	$ 3,120.00	$ 187.00	$ 1,496.00	$ 157.23	$ 1,257.84	$ 260.00	$ 2,080.00
4.5	30 inch RCP (Class III)	432	LF	$ 174.00	$ 75,168.00	$ 218.00	$ 94,176.00	$ 221.81	$ 95,821.92	$ 160.00	$ 69,120.00	$ 203.50	$ 87,912.00	$ 167.37	$ 72,303.84	$ 266.00	$ 114,912.00
4.6	36 inch RCP (Class III)	474	LF	$ 174.28	$ 82,608.72	$ 250.00	$ 118,500.00	$ 268.00	$ 127,032.00	$ 205.00	$ 97,170.00	$ 247.50	$ 117,315.00	$ 177.51	$ 84,139.74	$ 335.00	$ 158,790.00
4.7	42 inch RCP (Class III)	416	LF	$ 317.21	$ 131,959.36	$ 335.00	$ 139,360.00	$ 336.62	$ 140,033.92	$ 255.00	$ 106,080.00	$ 308.00	$ 128,128.00	$ 253.59	$ 105,493.44	$ 425.00	$ 176,800.00
4.8	Relay Ex. 42 inch RCP (Class III)	95	LF	$ 184.06	$ 17,485.70	$ 335.00	$ 31,825.00	$ 270.00	$ 25,650.00	$ 200.00	$ 19,000.00	$ 231.00	$ 21,945.00	$ 253.59	$ 24,091.05	$ 414.00	$ 39,330.00
4.9	60 inch RCP (Class III)	604	LF	$ 345.10	$ 208,440.40	$ 500.00	$ 302,000.00	$ 553.75	$ 334,465.00	$ 415.00	$ 250,660.00	$ 473.00	$ 285,692.00	$ 578.19	$ 349,226.76	$ 678.00	$ 409,512.00
4.10	72 inch RCP (Class III)	438	LF	$ 473.22	$ 207,270.36	$ 620.00	$ 271,560.00	$ 752.88	$ 329,761.44	$ 560.00	$ 245,280.00	$ 649.00	$ 284,262.00	$ 801.35	$ 350,991.30	$ 958.00	$ 419,604.00
4.11	18 inch RCP Pipe Cap	1	EA	$ 773.15	$ 773.15	$ 200.00	$ 200.00	$ 1,500.00	$ 1,500.00	$ 345.00	$ 345.00	$ 308.00	$ 308.00	$ 2,028.72	$ 2,028.72	$ 1,315.00	$ 1,315.00
4.12	18 inch HP Storm	270	LF	$ 100.96	$ 27,259.20	$ 185.00	$ 49,950.00	$ 126.68	$ 34,203.60	$ 90.00	$ 24,300.00	$ 121.00	$ 32,670.00	$ 86.22	$ 23,279.40	$ 166.00	$ 44,820.00
4.13	24 inch HP Storm	40	LF	$ 170.73	$ 6,829.20	$ 215.00	$ 8,600.00	$ 147.76	$ 5,910.40	$ 150.00	$ 6,000.00	$ 143.00	$ 5,720.00	$ 101.44	$ 4,057.60	$ 214.00	$ 8,560.00
4.14	36 inch HP Storm	52	LF	$ 176.25	$ 9,165.00	$ 300.00	$ 15,600.00	$ 177.60	$ 9,235.20	$ 220.00	$ 11,440.00	$ 209.00	$ 10,868.00	$ 101.44	$ 5,274.88	$ 331.00	$ 17,212.00
4.15	6 footX3 foot RCB (PRECAST)	188	LF	$ 481.95	$ 90,606.60	$ 575.00	$ 108,100.00	$ 1,027.83	$ 193,232.04	$ 650.00	$ 122,200.00	$ 555.50	$ 104,434.00	$ 811.49	$ 152,560.12	$ 951.00	$ 178,788.00

4.16	TYPE C HEADWALL (18 inch RCP) (3:1) (FORMLINED WITH INTEGRAL COLOR)	1	EA	$ 4,640.00	$ 4,640.00	$ 6,750.00	$ 6,750.00	$ 2,750.00	$ 2,750.00	$ 10,500.00	$ 10,500.00	$ 7,425.00	$ 7,425.00	$ 15,113.98	$ 15,113.98	$ 6,000.00	$ 6,000.00
4.17	TYPE C HEADWALL (36 inch RCP) (4:1) (FORMLINED WITH INTEGRAL COLOR)	1	EA	$ 6,960.00	$ 6,960.00	$ 10,500.00	$ 10,500.00	$ 3,960.00	$ 3,960.00	$ 13,500.00	$ 13,500.00	$ 11,000.00	$ 11,000.00	$ 19,272.87	$ 19,272.87	$ 9,700.00	$ 9,700.00
4.18	TYPE C HEADWALL (72 inch RCP) (4:1) (FORMLINED WITH INTEGRAL COLOR)	1	EA	$ 13,920.00	$ 13,920.00	$ 28,500.00	$ 28,500.00	$ 8,030.00	$ 8,030.00	$ 23,000.00	$ 23,000.00	$ 24,255.00	$ 24,255.00	$ 29,923.66	$ 29,923.66	$ 20,000.00	$ 20,000.00
4.19	6 foot X 3 foot PW-1 (FORMLINED WITH INTEGRAL COLOR)	2	EA	$ 30,566.00	$ 61,132.00	$ 35,750.00	$ 71,500.00	$ 20,350.00	$ 40,700.00	$ 35,000.00	$ 70,000.00	$ 41,250.00	$ 82,500.00	$ 45,899.85	$ 91,799.70	$ 37,000.00	$ 74,000.00
4.20	CH-PW-S (36 inch RCP) (3:1) (FORMLINED WITH INTEGRAL COLOR)	1	EA	$ 13,456.00	$ 13,456.00	$ 16,500.00	$ 16,500.00	$ 13,860.00	$ 13,860.00	$ 16,000.00	$ 16,000.00	$ 18,150.00	$ 18,150.00	$ 21,301.59	$ 21,301.59	$ 16,000.00	$ 16,000.00
4.21	CH-PW-S (60 inch RCP) (3:1) (FORMLINED WITH INTEGRAL COLOR)	1	EA	$ 31,726.00	$ 31,726.00	$ 37,250.00	$ 37,250.00	$ 22,198.00	$ 22,198.00	$ 33,000.00	$ 33,000.00	$ 36,850.00	$ 36,850.00	$ 40,067.27	$ 40,067.27	$ 38,000.00	$ 38,000.00
4.22	STD 4 foot X 4 foot JUNCTION BOX	7	EA	$ 6,844.00	$ 47,908.00	$ 11,500.00	$ 80,500.00	$ 8,250.00	$ 57,750.00	$ 8,000.00	$ 56,000.00	$ 7,260.00	$ 50,820.00	$ 9,890.02	$ 69,230.14	$ 8,200.00	$ 57,400.00
4.23	STD 6 foot X 6 foot JUNCTION BOX	3	EA	$ 11,484.00	$ 34,452.00	$ 16,500.00	$ 49,500.00	$ 10,780.00	$ 32,340.00	$ 16,000.00	$ 48,000.00	$ 15,125.00	$ 45,375.00	$ 17,751.32	$ 53,253.96	$ 13,500.00	$ 40,500.00
4.24	STD 6 foot X 6 foot JUNCTION BOX (DETENTION POND STRUCTURE)	1	EA	$ 15,660.00	$ 15,660.00	$ 21,000.00	$ 21,000.00	$ 11,550.00	$ 11,550.00	$ 26,000.00	$ 26,000.00	$ 22,000.00	$ 22,000.00	$ 29,923.66	$ 29,923.66	$ 19,000.00	$ 19,000.00
4.25	STD 7 foot X 7 foot JUNCTION BOX	1	EA	$ 16,617.01	$ 16,617.01	$ 27,500.00	$ 27,500.00	$ 12,100.00	$ 12,100.00	$ 20,000.00	$ 20,000.00	$ 19,250.00	$ 19,250.00	$ 24,344.67	$ 24,344.67	$ 19,500.00	$ 19,500.00
4.26	10 foot STANDARD CURB INLET	2	EA	$ 8,236.00	$ 16,472.00	$ 8,250.00	$ 16,500.00	$ 7,150.00	$ 14,300.00	$ 10,000.00	$ 20,000.00	$ 10,450.00	$ 20,900.00	$ 10,143.62	$ 20,287.24	$ 9,700.00	$ 19,400.00
4.27	10 foot RECESSED CURB INLET	25	EA	$ 7,714.00	$ 192,850.00	$ 7,750.00	$ 193,750.00	$ 8,250.00	$ 206,250.00	$ 10,000.00	$ 250,000.00	$ 9,900.00	$ 247,500.00	$ 12,172.34	$ 304,308.50	$ 9,000.00	$ 225,000.00
4.28	15 foot RECESSED CURB INLET	14	EA	$ 11,136.00	$ 155,904.00	$ 8,600.00	$ 120,400.00	$ 9,570.00	$ 133,980.00	$ 12,000.00	$ 168,000.00	$ 16,610.00	$ 232,540.00	$ 14,201.06	$ 198,814.84	$ 13,000.00	$ 182,000.00
4.29	TYPE G INLET (2 GRATE)	4	EA	$ 10,150.00	$ 40,600.00	$ 9,750.00	$ 39,000.00	$ 5,830.00	$ 23,320.00	$ 12,000.00	$ 48,000.00	$ 8,250.00	$ 33,000.00	$ 10,143.61	$ 40,574.44	$ 11,500.00	$ 46,000.00
4.30	FLEXAMAT	716	SY	$ 114.84	$ 82,225.44	$ 113.00	$ 80,908.00	$ 90.67	$ 64,919.72	$ 130.00	$ 93,080.00	$ 108.90	$ 77,972.40	$ 148.00	$ 105,968.00	$ 190.00	$ 136,040.00
4.31	GABION MATTRESS (GALV) (12 inch)	491	SY	$ 176.32	$ 86,573.12	$ 165.00	$ 81,015.00	$ 148.50	$ 72,913.50	$ 195.00	$ 95,745.00	$ 167.20	$ 82,095.20	$ 189.38	$ 92,985.58	$ 270.00	$ 132,570.00
4.32	TRENCH EXCAVATION PROTECTION (STORM)	2500	LF	$ 1.51	$ 3,775.00	$ 5.00	$ 12,500.00	$ 2.00	$ 5,000.00	$ 3.00	$ 7,500.00	$ 1.10	$ 2,750.00	$ 8.11	$ 20,275.00	$ 2.60	$ 6,500.00
4.33	12 inch WATERLINE LOWERING	1	EA	$ 16,616.03	$ 16,616.03	$ 25,500.00	$ 25,500.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 19,250.00	$ 19,250.00	$ 17,751.32	$ 17,751.32	$ 15,250.00	$ 15,250.00
4.34	24 inch WATERLINE LOWERING	2	EA	$ 48,321.85	$ 96,643.70	$ 65,250.00	$ 130,500.00	$ 40,000.00	$ 80,000.00	$ 67,000.00	$ 134,000.00	$ 46,750.00	$ 93,500.00	$ 30,177.25	$ 60,354.50	$ 48,000.00	$ 96,000.00
4.35	48" RCP (Class III)	190	LF	$ 447.73	$ 85,068.70	$ 365.00	$ 69,350.00	$ 371.01	$ 70,491.90	$ 300.00	$ 57,000.00	$ 302.50	$ 57,475.00	$ 263.73	$ 50,108.70	$ 515.00	$ 97,850.00
4.36	12' STANDARD CURB INLET	1	EA	$ 8,642.00	$ 8,642.00	$ 7,500.00	$ 7,500.00	$ 8,800.00	$ 8,800.00	$ 8,600.00	$ 8,600.00	$ 10,175.00	$ 10,175.00	$ 33,895.61	$ 33,895.61	$ 10,000.00	$ 10,000.00
4.37	STD 5'x5' Junction Box	1	EA	$ 11,310.00	$ 11,310.00	$ 7,500.00	$ 7,500.00	$ 10,395.00	$ 10,395.00	$ 16,000.00	$ 16,000.00	$ 8,635.00	$ 8,635.00	$ 25,299.68	$ 25,299.68	$ 13,000.00	$ 13,000.00
	Subtotal				**$ 2,142,540.65**		**$ 2,758,164.00**		**$ 2,587,891.06**		**$ 2,480,890.00**		**$ 2,650,775.60**		**$ 2,842,225.10**		**$ 3,322,155.00**
5	Base Bid -Erosion Control																
5.1	SWPPP AND NOI	1	LS	$ 2,900.00	$ 2,900.00	$ 10,000.00	$ 10,000.00	$ 11,550.00	$ 11,550.00	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 2,028.72	$ 2,028.72	$ 5,500.00	$ 5,500.00
5.2	CURLEX (BERMUDA SEED)	3100	SY	$ 3.29	$ 10,199.00	$ 3.15	$ 9,765.00	$ 3.47	$ 10,757.00	$ 5.00	$ 15,500.00	$ 3.50	$ 10,850.00	$ 1.35	$ 4,185.00	$ 2.50	$ 7,750.00
5.3	HYDROMULCH SEEDING (BERMUDA SEED)	48800	SY	$ 1.04	$ 50,752.00	$ 1.00	$ 48,800.00	$ 1.10	$ 53,680.00	$ 2.50	$ 122,000.00	$ 1.10	$ 53,680.00	$ 0.91	$ 44,408.00	$ 5.50	$ 268,400.00
5.4	SODDING (BERMUDA)	5100	SY	$ 5.17	$ 26,367.00	$ 4.95	$ 25,245.00	$ 5.45	$ 27,795.00	$ 8.00	$ 40,800.00	$ 5.45	$ 27,795.00	$ 8.00	$ 40,800.00	$ 9.50	$ 48,450.00
5.5	4 inch TOPSOIL	57000	SY	$ 5.79	$ 330,030.00	$ 1.00	$ 57,000.00	$ 6.11	$ 348,270.00	$ 2.50	$ 142,500.00	$ 6.05	$ 344,850.00	$ 6.50	$ 370,500.00	$ 1.30	$ 74,100.00
5.6	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	10000	LF	$ 2.61	$ 26,100.00	$ 2.20	$ 22,000.00	$ 6.40	$ 64,000.00	$ 4.00	$ 40,000.00	$ 4.40	$ 44,000.00	$ 5.17	$ 51,700.00	$ 7.00	$ 70,000.00
5.7	ROCK FILTER DAM (INSTALL/MAINTAIN/REMOVE)	120	LF	$ 40.60	$ 4,872.00	$ 66.50	$ 7,980.00	$ 121.00	$ 14,520.00	$ 70.00	$ 8,400.00	$ 121.00	$ 14,520.00	$ 53.39	$ 6,406.80	$ 92.00	$ 11,040.00
5.8	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	58	EA	$ 145.00	$ 8,410.00	$ 114.00	$ 6,612.00	$ 330.00	$ 19,140.00	$ 200.00	$ 11,600.00	$ 330.00	$ 19,140.00	$ 339.33	$ 19,681.14	$ 500.00	$ 29,000.00

5.9	CONSTRUCTION ENTRANCE (INSTALL/MAINTAIN/REMOVE)	8	EA	$ 2,668.00	$ 21,344.00	$ 4,000.00	$ 32,000.00	$ 5,390.00	$ 43,120.00	$ 1,000.00	$ 8,000.00	$ 5,390.00	$ 43,120.00	$ 5,218.98	$ 41,751.84	$ 8,000.00	$ 64,000.00
5.10	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	80	EA	$ 145.00	$ 11,600.00	$ 71.75	$ 5,740.00	$ 4.95	$ 396.00	$ 160.00	$ 12,800.00	$ 330.00	$ 26,400.00	$ 56.35	$ 4,508.00	$ 850.00	$ 68,000.00
	Subtotal				**$ 492,574.00**		**$ 225,142.00**		**$ 593,228.00**		**$ 411,600.00**		**$ 609,355.00**		**$ 585,969.50**		**$ 646,240.00**
6	Base Bid -Signing and Pavement Marking																
6.1	PROJECT IDENTIFICATION SIGN	2	EA	$ 1,123.86	$ 2,247.72	$ 820.00	$ 1,640.00	$ 665.50	$ 1,331.00	$ 2,000.00	$ 4,000.00	$ 650.00	$ 1,300.00	$ 1,127.07	$ 2,254.14	$ 4,500.00	$ 9,000.00
6.2	REFL PAV MRK (W) 4 inch (SLD) (100 MIL)	2500	LF	$ 1.74	$ 4,350.00	$ 0.70	$ 1,750.00	$ 1.65	$ 4,125.00	$ 2.00	$ 5,000.00	$ 1.65	$ 4,125.00	$ 0.90	$ 2,250.00	$ 1.24	$ 3,100.00
6.3	REFL PAV MRK (W) 8 inch (SLD) (100 MIL)	5000	LF	$ 4.06	$ 20,300.00	$ 1.50	$ 7,500.00	$ 3.85	$ 19,250.00	$ 4.00	$ 20,000.00	$ 3.85	$ 19,250.00	$ 1.94	$ 9,700.00	$ 2.75	$ 13,750.00
6.4	REFL PAV MRK (W) 24 inch (SLD) (100 MIL)	70	LF	$ 17.40	$ 1,218.00	$ 9.00	$ 630.00	$ 16.50	$ 1,155.00	$ 18.00	$ 1,260.00	$ 16.50	$ 1,155.00	$ 11.62	$ 813.40	$ 16.00	$ 1,120.00
6.5	REFL PAV MRK (Y) 4 inch (SLD) (100 MIL)	5000	LF	$ 1.74	$ 8,700.00	$ 0.70	$ 3,500.00	$ 1.65	$ 8,250.00	$ 2.00	$ 10,000.00	$ 1.65	$ 8,250.00	$ 6.46	$ 32,300.00	$ 1.25	$ 6,250.00
6.6	REFL PAV MRK (Y) 12 inch (SLD) (100 MIL)	50	LF	$ 11.60	$ 580.00	$ 4.25	$ 212.50	$ 11.00	$ 550.00	$ 12.00	$ 600.00	$ 11.00	$ 550.00	$ 5.49	$ 274.50	$ 8.00	$ 400.00
6.7	REFL PAV MRK (W) 12 inch (SLD) (100 MIL)	200	LF	$ 11.60	$ 2,320.00	$ 4.25	$ 850.00	$ 11.00	$ 2,200.00	$ 12.00	$ 2,400.00	$ 11.00	$ 2,200.00	$ 5.49	$ 1,098.00	$ 8.00	$ 1,600.00
6.8	REFL PAV MRK (W) (ARROW) (100 MIL)	50	EA	$ 261.00	$ 13,050.00	$ 190.00	$ 9,500.00	$ 247.50	$ 12,375.00	$ 270.00	$ 13,500.00	$ 247.50	$ 12,375.00	$ 245.35	$ 12,267.50	$ 350.00	$ 17,500.00
6.9	REFL PAV MRK (W) (WORD) (100 MIL)	32	EA	$ 284.20	$ 9,094.40	$ 225.00	$ 7,200.00	$ 269.50	$ 8,624.00	$ 300.00	$ 9,600.00	$ 269.50	$ 8,624.00	$ 290.54	$ 9,297.28	$ 400.00	$ 12,800.00
6.10	REFL PAV MRK (W) (YLD TRI) (100 MIL)	32	EA	$ 121.80	$ 3,897.60	$ 38.00	$ 1,216.00	$ 115.50	$ 3,696.00	$ 130.00	$ 4,160.00	$ 115.50	$ 3,696.00	$ 49.07	$ 1,570.24	$ 70.00	$ 2,240.00
6.11	REFL PAV MRK TY II-C-R	500	EA	$ 10.44	$ 5,220.00	$ 4.00	$ 2,000.00	$ 9.90	$ 4,950.00	$ 11.00	$ 5,500.00	$ 9.90	$ 4,950.00	$ 5.17	$ 2,585.00	$ 7.00	$ 3,500.00
6.12	REFL PAV MRK TY II-A-A	25	EA	$ 10.44	$ 261.00	$ 5.00	$ 125.00	$ 9.90	$ 247.50	$ 11.00	$ 275.00	$ 9.90	$ 247.50	$ 6.46	$ 161.50	$ 9.00	$ 225.00
6.13	INSTALL SMALL SIGN AND POST ASSEMBLY	100	EA	$ 2,894.20	$ 289,420.00	$ 1,200.00	$ 120,000.00	$ 2,876.50	$ 287,650.00	$ 1,800.00	$ 180,000.00	$ 2,744.50	$ 274,450.00	$ 974.91	$ 97,491.00	$ 1,000.00	$ 100,000.00
6.14	RELOCATE SMALL SIGN AND POST ASSEMBLY	6	EA	$ 2,146.00	$ 12,876.00	$ 1,200.00	$ 7,200.00	$ 2,035.00	$ 12,210.00	$ 1,200.00	$ 7,200.00	$ 2,035.00	$ 12,210.00	$ 1,127.07	$ 6,762.42	$ 750.00	$ 4,500.00
6.15	2 inch CONDT PVC SCH 40 (B)	800	LF	$ 46.40	$ 37,120.00	$ 22.00	$ 17,600.00	$ 42.00	$ 33,600.00	$ 45.00	$ 36,000.00	$ 38.50	$ 30,800.00	$ 43.82	$ 35,056.00	$ 45.00	$ 36,000.00
	Subtotal				**$ 410,654.72**		**$ 180,923.50**		**$ 400,213.50**		**$ 299,495.00**		**$ 384,182.50**		**$ 213,880.98**		**$ 211,985.00**
7	Base Bid -Illumination																
7.1	2 inch CONDT PVC SCH 40 (T)	6965	LF	$ 20.88	$ 145,429.20	$ 22.00	$ 153,230.00	$ 23.10	$ 160,891.50	$ 21.00	$ 146,265.00	$ 23.10	$ 160,891.50	$ 14.00	$ 97,510.00	$ 17.00	$ 118,405.00
7.2	2 inch CONDT PVC SCH 40 (B)	500	LF	$ 46.40	$ 23,200.00	$ 36.50	$ 18,250.00	$ 38.50	$ 19,250.00	$ 45.00	$ 22,500.00	$ 38.50	$ 19,250.00	$ 56.34	$ 28,170.00	$ 65.00	$ 32,500.00
7.3	CONDUCTOR, SIZE 8 TYPE BARE	5800	LF	$ 2.03	$ 11,774.00	$ 2.60	$ 15,080.00	$ 2.75	$ 15,950.00	$ 2.00	$ 11,600.00	$ 2.75	$ 15,950.00	$ 2.87	$ 16,646.00	$ 3.00	$ 17,400.00
7.4	CONDUCTOR, SIZE 8 TYPE INSULATED	11600	LF	$ 2.15	$ 24,940.00	$ 2.70	$ 31,320.00	$ 2.86	$ 33,176.00	$ 2.00	$ 23,200.00	$ 2.90	$ 33,640.00	$ 2.99	$ 34,684.00	$ 3.25	$ 37,700.00
7.5	CONDUCTOR, SIZE 10 TYPE BARE	1165	LF	$ 1.68	$ 1,957.20	$ 1.90	$ 2,213.50	$ 1.93	$ 2,248.45	$ 2.00	$ 2,330.00	$ 1.95	$ 2,271.75	$ 2.50	$ 2,912.50	$ 3.00	$ 3,495.00
7.6	CONDUCTOR, SIZE 10 TYPE INSULATED	2330	LF	$ 1.80	$ 4,194.00	$ 1.95	$ 4,543.50	$ 1.93	$ 4,496.90	$ 2.00	$ 4,660.00	$ 1.95	$ 4,543.50	$ 2.50	$ 5,825.00	$ 3.00	$ 6,990.00
7.7	FURNISH/INSTALL LUMINAIRE POLE (SINGLE ARM ASSEMBLY)	14	EA	$ 10,150.00	$ 142,100.00	$ 11,295.00	$ 158,130.00	$ 11,324.50	$ 158,543.00	$ 10,000.00	$ 140,000.00	$ 11,324.50	$ 158,543.00	$ 11,000.00	$ 154,000.00	$ 13,000.00	$ 182,000.00
7.8	FURNISH/INSTALL LUMINAIRE POLE (TWIN ARM ASSEMBLY)	26	EA	$ 11,368.00	$ 295,568.00	$ 12,500.00	$ 325,000.00	$ 12,650.00	$ 328,900.00	$ 11,000.00	$ 286,000.00	$ 12,650.00	$ 328,900.00	$ 12,000.00	$ 312,000.00	$ 14,000.00	$ 364,000.00
7.9	RELOCATE LUMINAIRE POLE (SINGLE ARM ASSEMBLY)	5	EA	$ 5,800.00	$ 29,000.00	$ 6,950.00	$ 34,750.00	$ 7,205.00	$ 36,025.00	$ 6,000.00	$ 30,000.00	$ 8,030.00	$ 40,150.00	$ 3,129.79	$ 15,648.95	$ 3,700.00	$ 18,500.00
7.10	RELOCATE LUMINAIRE POLE (TWIN ARM ASSEMBLY)	2	EA	$ 5,800.00	$ 11,600.00	$ 7,985.00	$ 15,970.00	$ 7,975.00	$ 15,950.00	$ 6,000.00	$ 12,000.00	$ 8,800.00	$ 17,600.00	$ 3,254.99	$ 6,509.98	$ 3,800.00	$ 7,600.00
7.11	FURNISH/INSTALL LED LIGHTING FIXTURE (108W)	66	EA	$ 580.00	$ 38,280.00	$ 750.00	$ 49,500.00	$ 1,017.50	$ 67,155.00	$ 600.00	$ 39,600.00	$ 1,017.50	$ 67,155.00	$ 1,037.84	$ 68,497.44	$ 1,200.00	$ 79,200.00
7.12	RELOCATE LED LIGHTING FIXTURE (108W)	9	EA	$ 580.00	$ 5,220.00	$ 785.00	$ 7,065.00	$ 770.00	$ 6,930.00	$ 600.00	$ 5,400.00	$ 1,595.00	$ 14,355.00	$ 494.51	$ 4,450.59	$ 500.00	$ 4,500.00
7.13	DRILL SHAFT FOUNDATION (RESIDENTIAL) (24 inch)	12	LF	$ 348.00	$ 4,176.00	$ 275.00	$ 3,300.00	$ 291.50	$ 3,498.00	$ 350.00	$ 4,200.00	$ 291.50	$ 3,498.00	$ 336.77	$ 4,041.24	$ 390.00	$ 4,680.00

7.14	DRILL SHAFT FOUNDATION (ROADWAY) (30 inch)	336	LF	$ 406.00	$ 136,416.00	$ 295.00	$ 99,120.00	$ 308.00	$ 103,488.00	$ 400.00	$ 134,400.00	$ 308.00	$ 103,488.00	$ 499.51	$ 167,835.36	$ 570.00	$ 191,520.00
7.15	ELECTRIC SERVICE (TY A 240/480 060 (NS)SS(E)PS(U))	1	EA	$ 15,660.00	$ 15,660.00	$ 11,875.00	$ 11,875.00	$ 11,962.50	$ 11,962.50	$ 16,000.00	$ 16,000.00	$ 11,962.50	$ 11,962.50	$ 17,526.82	$ 17,526.82	$ 20,000.00	$ 20,000.00
7.16	GROUND BOX TYPE A, WITH APRON	11	EA	$ 3,949.00	$ 43,439.00	$ 2,050.00	$ 22,550.00	$ 2,062.50	$ 22,687.50	$ 2,200.00	$ 24,200.00	$ 2,062.50	$ 22,687.50	$ 2,122.00	$ 23,342.00	$ 2,350.00	$ 25,850.00
	Subtotal				**$ 932,953.40**		**$ 951,897.00**		**$ 991,151.85**		**$ 902,355.00**		**$ 1,004,885.75**		**$ 959,599.88**		**$ 1,114,340.00**
8	Base Bid -Landscape																
8.1	MULCH (3 inch)	2608	SY	$ 4.75	$ 12,388.00	$ 4.55	$ 11,866.40	$ 5.01	$ 13,066.08	$ 6.00	$ 15,648.00	$ 5.05	$ 13,170.40	$ 5.00	$ 13,040.00	$ 6.00	$ 15,648.00
8.2	PLANT SOIL MIX (6 inch)	1738	CY	$ 57.42	$ 99,795.96	$ 55.00	$ 95,590.00	$ 60.50	$ 105,149.00	$ 75.00	$ 130,350.00	$ 60.50	$ 105,149.00	$ 80.00	$ 139,040.00	$ 88.00	$ 152,944.00
8.3	PLANT BED PREPARATION	2608	SY	$ 1.04	$ 2,712.32	$ 1.00	$ 2,608.00	$ 1.10	$ 2,868.80	$ 2.00	$ 5,216.00	$ 1.10	$ 2,868.80	$ 2.25	$ 5,868.00	$ 9.00	$ 23,472.00
8.4	LANDSCAPE BOULDERS (LARGE 5 foot-7 foot) OKLAHOMA MOSS	15	EA	$ 991.80	$ 14,877.00	$ 950.00	$ 14,250.00	$ 1,045.00	$ 15,675.00	$ 1,300.00	$ 19,500.00	$ 1,045.00	$ 15,675.00	$ 890.38	$ 13,355.70	$ 2,445.00	$ 36,675.00
8.5	LANDSCAPE BOULDERS (SMALL 3 foot-5 foot) OKLAHOMA MOSS	28	EA	$ 548.10	$ 15,346.80	$ 525.00	$ 14,700.00	$ 577.50	$ 16,170.00	$ 750.00	$ 21,000.00	$ 577.50	$ 16,170.00	$ 687.51	$ 19,250.28	$ 984.00	$ 27,552.00
8.6	SHANTUNG MAPLE (AT) (4 inch CAL) (TREE)	10	EA	$ 1,827.00	$ 18,270.00	$ 1,750.00	$ 17,500.00	$ 1,925.00	$ 19,250.00	$ 2,400.00	$ 24,000.00	$ 1,925.00	$ 19,250.00	$ 1,442.65	$ 14,426.50	$ 1,927.00	$ 19,270.00
8.7	MAIDENHAIR TREE (GB) (4 inch CAL) (TREE)	32	EA	$ 2,296.80	$ 73,497.60	$ 2,200.00	$ 70,400.00	$ 2,420.00	$ 77,440.00	$ 3,000.00	$ 96,000.00	$ 2,420.00	$ 77,440.00	$ 1,442.65	$ 46,164.80	$ 1,927.00	$ 61,664.00
8.8	RED PUSH CHINESE PISTACHE (PC) (4 inch CAL) (TREE)	38	EA	$ 991.80	$ 37,688.40	$ 950.00	$ 36,100.00	$ 1,045.00	$ 39,710.00	$ 1,250.00	$ 47,500.00	$ 1,045.00	$ 39,710.00	$ 1,442.65	$ 54,820.70	$ 1,837.00	$ 69,806.00
8.9	RED OAK (QR) (4 inch CAL) (TREE)	42	EA	$ 991.80	$ 41,655.60	$ 950.00	$ 39,900.00	$ 1,045.00	$ 43,890.00	$ 1,250.00	$ 52,500.00	$ 1,045.00	$ 43,890.00	$ 1,442.65	$ 60,591.30	$ 1,785.00	$ 74,970.00
8.10	BALD CYPRESS (TD) (4 inch CAL) (TREE)	29	EA	$ 991.80	$ 28,762.20	$ 950.00	$ 27,550.00	$ 1,045.00	$ 30,305.00	$ 1,250.00	$ 36,250.00	$ 1,045.00	$ 30,305.00	$ 1,442.65	$ 41,836.85	$ 1,785.00	$ 51,765.00
8.11	CEDAR ELM (UC) (4 inch CAL) (TREE)	3	EA	$ 991.80	$ 2,975.40	$ 950.00	$ 2,850.00	$ 1,045.00	$ 3,135.00	$ 1,250.00	$ 3,750.00	$ 1,045.00	$ 3,135.00	$ 1,442.65	$ 4,327.95	$ 1,708.00	$ 5,124.00
8.12	TEXAS REDBUD (CC) (3 inch CAL) (TREE)	29	EA	$ 548.10	$ 15,894.90	$ 525.00	$ 15,225.00	$ 577.50	$ 16,747.50	$ 750.00	$ 21,750.00	$ 577.50	$ 16,747.50	$ 1,025.63	$ 29,743.27	$ 1,540.00	$ 44,660.00
8.13	SOUTHERN MAGNOLIA (MG) (3 inch CAL) (TREE)	59	EA	$ 548.10	$ 32,337.90	$ 525.00	$ 30,975.00	$ 577.50	$ 34,072.50	$ 750.00	$ 44,250.00	$ 577.50	$ 34,072.50	$ 1,025.63	$ 60,512.17	$ 1,540.00	$ 90,860.00
8.14	MEXICAN PLUM (PM) (3 inch CAL) (TREE)	37	EA	$ 652.50	$ 24,142.50	$ 625.00	$ 23,125.00	$ 687.50	$ 25,437.50	$ 850.00	$ 31,450.00	$ 687.50	$ 25,437.50	$ 1,025.63	$ 37,948.31	$ 1,448.00	$ 53,576.00
8.15	LIVE OAK (QV1) (3 inch CAL) (TREE)	15	EA	$ 626.40	$ 9,396.00	$ 600.00	$ 9,000.00	$ 660.00	$ 9,900.00	$ 800.00	$ 12,000.00	$ 660.00	$ 9,900.00	$ 1,025.63	$ 15,384.45	$ 1,538.00	$ 23,070.00
8.16	CHINQUAPIN OAK (QM) (3 inch CAL) (TREE)	1	EA	$ 835.20	$ 835.20	$ 800.00	$ 800.00	$ 880.00	$ 880.00	$ 1,100.00	$ 1,100.00	$ 880.00	$ 880.00	$ 1,025.63	$ 1,025.63	$ 1,600.00	$ 1,600.00
8.17	EASTERN RED CEDAR (JV) (2 inch CAL) (TREE)	25	EA	$ 412.38	$ 10,309.50	$ 395.00	$ 9,875.00	$ 434.50	$ 10,862.50	$ 550.00	$ 13,750.00	$ 434.50	$ 10,862.50	$ 879.11	$ 21,977.75	$ 1,086.00	$ 27,150.00
8.18	POSSUMHAW HOLLY (ID) (45 GAL) (TREE)	3	EA	$ 522.00	$ 1,566.00	$ 500.00	$ 1,500.00	$ 550.00	$ 1,650.00	$ 700.00	$ 2,100.00	$ 550.00	$ 1,650.00	$ 946.74	$ 2,840.22	$ 1,086.00	$ 3,258.00
8.19	SHOAL CREEK CHASTE TREE (VA) (45 GAL) (TREE)	72	EA	$ 495.90	$ 35,704.80	$ 475.00	$ 34,200.00	$ 522.50	$ 37,620.00	$ 650.00	$ 46,800.00	$ 522.50	$ 37,620.00	$ 925.00	$ 66,600.00	$ 1,086.00	$ 78,192.00
8.20	ROSE CREEK ABELIA (AR) (5 GAL) (SHRUB)	559	EA	$ 46.98	$ 26,261.82	$ 45.00	$ 25,155.00	$ 49.50	$ 27,670.50	$ 60.00	$ 33,540.00	$ 49.50	$ 27,670.50	$ 40.00	$ 22,360.00	$ 40.00	$ 22,360.00
8.21	RED YUCCA (HP) (5 GAL) (SHRUB)	345	EA	$ 36.54	$ 12,606.30	$ 35.00	$ 12,075.00	$ 38.50	$ 13,282.50	$ 48.00	$ 16,560.00	$ 38.50	$ 13,282.50	$ 40.00	$ 13,800.00	$ 34.00	$ 11,730.00
8.22	SILVERADO TEXAS SAGE (LF) (5 GAL) (SHRUB)	433	EA	$ 46.98	$ 20,342.34	$ 45.00	$ 19,485.00	$ 49.50	$ 21,433.50	$ 60.00	$ 25,980.00	$ 49.50	$ 21,433.50	$ 40.00	$ 17,320.00	$ 39.00	$ 16,887.00
8.23	PINK MUHLY GRASS (MC) (5 GAL) (SHRUB)	1098	EA	$ 29.75	$ 32,665.50	$ 28.50	$ 31,293.00	$ 31.35	$ 34,422.30	$ 38.00	$ 41,724.00	$ 31.35	$ 34,422.30	$ 40.57	$ 44,545.86	$ 37.50	$ 41,175.00
8.24	GREENCLOUD TEXAS SAGE (LFG) (5 GAL) (SHRUB)	23	EA	$ 46.98	$ 1,080.54	$ 45.00	$ 1,035.00	$ 49.50	$ 1,138.50	$ 60.00	$ 1,380.00	$ 49.50	$ 1,138.50	$ 40.57	$ 933.11	$ 40.00	$ 920.00
8.25	BLUE GRAMA GRASS (BG) (1 GAL) (SHRUB)	9178	EA	$ 7.57	$ 69,477.46	$ 7.25	$ 66,540.50	$ 7.98	$ 73,240.44	$ 10.00	$ 91,780.00	$ 8.00	$ 73,424.00	$ 13.00	$ 119,314.00	$ 17.00	$ 156,026.00
8.26	PURPLE-LEAF WINTERCREEPER (EF) (1 GAL) (GROUND COVER)	4500	EA	$ 5.74	$ 25,830.00	$ 5.50	$ 24,750.00	$ 6.05	$ 27,225.00	$ 7.00	$ 31,500.00	$ 6.05	$ 27,225.00	$ 13.00	$ 58,500.00	$ 12.00	$ 54,000.00
8.27	PURPLE SPIDERWORT (TP) (1 GAL) (GROUND COVER)	7838	EA	$ 7.83	$ 61,371.54	$ 7.50	$ 58,785.00	$ 8.25	$ 64,663.50	$ 10.00	$ 78,380.00	$ 8.25	$ 64,663.50	$ 11.00	$ 86,218.00	$ 18.00	$ 141,084.00
8.28	HYDROMULCH SEEDING (WEEPING LOVE GRASS SEED)	2000	SY	$ 1.88	$ 3,760.00	$ 1.80	$ 3,600.00	$ 1.98	$ 3,960.00	$ 2.50	$ 5,000.00	$ 2.00	$ 4,000.00	$ 1.00	$ 2,000.00	$ 5.70	$ 11,400.00

8.29	SODDING (BERMUDA)	15033	SY	$ 5.17	$ 77,720.61	$ 4.95	$ 74,413.35	$ 5.45	$ 81,929.85	$ 7.00	$ 105,231.00	$ 5.45	$ 81,929.85	$ 7.00	$ 105,231.00	$ 9.00	$ 135,297.00
8.30	4 inch TOPSOIL	17033	SY	$ 5.79	$ 98,621.07	$ 1.00	$ 17,033.00	$ 6.11	$ 104,071.63	$ 8.00	$ 136,264.00	$ 6.05	$ 103,049.65	$ 6.50	$ 110,714.50	$ 1.70	$ 28,956.10
8.31	CONCRETE LANDSCAPE EDGING (12 inch WIDTH)	3139	LF	$ 23.49	$ 73,735.11	$ 48.00	$ 150,672.00	$ 24.75	$ 77,690.25	$ 30.00	$ 94,170.00	$ 24.75	$ 77,690.25	$ 24.80	$ 77,847.20	$ 37.50	$ 117,712.50
	Subtotal				**$ 981,628.37**		**$ 942,851.25**		**$ 1,034,556.85**		**$ 1,286,423.00**		**$ 1,033,862.75**		**$ 1,307,537.55**		**$ 1,598,803.60**
9	Base Bid -Irrigation																
9.1	IRRIGATION SYSTEM (INSTALL) (COIT ROAD)	1	LS	$ 333,093.42	$ 333,093.42	$ 334,055.00	$ 334,055.00	$ 329,653.50	$ 329,653.50	$ 380,000.00	$ 380,000.00	$ 319,000.00	$ 319,000.00	$ 16,421.38	$ 16,421.38	$ 497,500.00	$ 497,500.00
9.2	IRRIGATION SYSTEM (INSTALL) (COIT ROAD EAST)	1	LS	$ 38,106.00	$ 38,106.00	$ 28,000.00	$ 28,000.00	$ 24,953.50	$ 24,953.50	$ 17,000.00	$ 17,000.00	$ 14,300.00	$ 14,300.00	$ 16,421.38	$ 16,421.38	$ 134,000.00	$ 134,000.00
9.3	IRRIGATION SYSTEM (INSTALL) (LILYANA PHASE 5)	1	LS	$ 29,493.01	$ 29,493.01	$ 30,750.00	$ 30,750.00	$ 27,978.50	$ 27,978.50	$ 22,000.00	$ 22,000.00	$ 17,325.00	$ 17,325.00	$ 250,000.00	$ 250,000.00	$ 56,000.00	$ 56,000.00
	Subtotal				**$ 400,692.43**		**$ 392,805.00**		**$ 382,585.50**		**$ 419,000.00**		**$ 350,625.00**		**$ 282,842.76**		**$ 687,500.00**
10	Alternates																
10.1	*18 inch HP Storm*	*1862*	*LF*	*$ 67.26*	*$ 125,238.12*	*$ 220.00*	*$ 409,640.00*	*$ 146.89*	*$ 273,509.18*	*$ 105.00*	*$ 195,510.00*	*$ 126.50*	*$ 235,543.00*	*$ 81.15*	*$ 151,101.30*	*$ 163.00*	*$ 303,506.00*
10.2	*24 inch HP Storm*	*674*	*LF*	*$ 120.47*	*$ 81,196.78*	*$ 270.00*	*$ 181,980.00*	*$ 169.41*	*$ 114,182.34*	*$ 130.00*	*$ 87,620.00*	*$ 154.00*	*$ 103,796.00*	*$ 86.22*	*$ 58,112.28*	*$ 208.00*	*$ 140,192.00*
10.3	*30 inch HP Storm*	*432*	*LF*	*$ 167.77*	*$ 72,476.64*	*$ 245.00*	*$ 105,840.00*	*$ 187.67*	*$ 81,073.44*	*$ 165.00*	*$ 71,280.00*	*$ 192.50*	*$ 83,160.00*	*$ 91.29*	*$ 39,437.28*	*$ 255.00*	*$ 110,160.00*
10.4	*36 inch HP Storm*	*474*	*LF*	*$ 156.64*	*$ 74,247.36*	*$ 295.00*	*$ 139,830.00*	*$ 228.69*	*$ 108,399.06*	*$ 220.00*	*$ 104,280.00*	*$ 242.00*	*$ 114,708.00*	*$ 96.36*	*$ 45,674.64*	*$ 330.00*	*$ 156,420.00*
10.5	*42 inch HP Storm*	*511*	*LF*	*$ 296.54*	*$ 151,531.94*	*$ 355.00*	*$ 181,405.00*	*$ 249.86*	*$ 127,678.46*	*$ 270.00*	*$ 137,970.00*	*$ 297.00*	*$ 151,767.00*	*$ 126.80*	*$ 64,794.80*	*$ 397.00*	*$ 202,867.00*
10.6	*60 inch HP Storm*	*604*	*LF*	*$ 279.79*	*$ 168,993.16*	*$ 530.00*	*$ 320,120.00*	*$ 510.34*	*$ 308,245.36*	*$ 405.00*	*$ 244,620.00*	*$ 462.00*	*$ 279,048.00*	*$ 213.02*	*$ 128,664.08*	*$ 521.00*	*$ 314,684.00*
10.7	*48" HP Storm*	*190*	*LF*	*$ 528.48*	*$ 100,411.20*	*$ 415.00*	*$ 78,850.00*	*$ 512.01*	*$ 97,281.90*	*$ 340.00*	*$ 64,600.00*	*$ 286.00*	*$ 54,340.00*	*$ 248.54*	*$ 47,222.60*	*$ 536.00*	*$ 101,840.00*
	Subtotal				**$ 774,095.20**		**$ 1,417,665.00**		**$ 1,110,369.74**		**$ 905,880.00**		**$ 1,022,362.00**		**$ 535,006.98**		**$ 1,329,669.00**
11	Extra Work Fees																
11.1	*For the Contractor, for any work provided by his own forces*	*1*	*Percentage of the cost*	*0.15*		*0.76*		*0.15*		*0.68*		*0.36*		*0.5734*		*0.15*	
11.2	*For the Contractor, for work produced by his subcontractors*	*1*	*Percentage of the amount due to the subcontractor*	*0.15*		*0.24*		*0.15*		*0.32*		*0.64*		*0.4266*		*0.1*	

Legend	
	Replaced by Alt

Base Bid less items replaced by Alternates.

	McMahon Contracting LP		**Mario Sinacola & Sons Excavating, Inc.**		**Axis Contracting, Inc.**		**DDM Construction Corporation**		**Tiseo Paving**		**Urban Infraconstruction**		**RPM xConstruction, LLC (Guffey)**	
BASE BID	$ 13,510,596.40		$ 14,542,548.75		$ 15,089,924.48		$ 15,348,418.00		$ 15,970,972.10		$ 16,095,094.99		$ 17,257,775.30	
BASE BID + HP ALT - RCP BASE	**$ 13,443,433.72**		**$ 14,761,977.75**		**$ 15,062,657.58**		**$ 15,386,768.00**		**$ 15,955,847.10**		**$ 15,670,982.39**		**$ 17,166,990.30**	

Supplier Scoring Summary

2025-029 Addendum 6 - Coit Road Construction from Vest Ln to Choate Pkwy - Scoring Round - Department

Supplier	Rank	Score	Round 2 - Evaluation	Project 1	Project 2	Project 3	Project 4	Project 5	Delivery Time / Construction Schedule	Financial Statements	Cost - Formula based	Experience of the Project Team-Project Manager	Experience of the Project Team - Project Superintendent
		100		3.00	3.00	3.00	3.00	3.00	25.00	10.00	40.00	5.00	5.00
McMahon Contracting LP	1	91.08		2.00	2.00	1.33	3.00	1.33	23.68	9.00	40.00	4.07	4.67
DDM Construction Corporation	2	80.69		1.33	2.00	1.33	2.67	1.00	21.31	7.00	35.21	4.33	4.50
Axis Contracting, Inc.	3	79.63		1.00	1.00	0.83	1.00	1.00	21.42	10.00	35.81	3.23	4.33
Tiseo Paving	4	77.54		1.00	0.83	1.67	0.83	2.00	21.37	9.00	33.84	2.83	4.17
RPM xConstruction, LLC	5	75.16		1.00	0.17	1.00	1.50	1.50	24.78	6.00	31.31	3.73	4.17
Urban Infraconstruction	6	73.54		1.00	1.00	1.00	1.00	1.00	21.31	6.00	33.58	3.32	4.33
		79.61		1.22	1.17	1.19	1.67	1.31	22.31	7.83	34.96	3.59	4.36

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **McMahon Contracting LP** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants, agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Coit Road Construction from Vest Lane to Choate Parkway
BID 2025-029

ARTICLE 2 – THE PROJECT

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

Improving Coit Road (from Vest Lane to Choate Parkway) as a 4-lane concrete curb and gutter pavement with an associated enclosed drainage system, landscaping, irrigation, and street lights. This will also include improved intersections at Vest Lane, roundabouts at Punk Carter Parkway and Ownsby Parkway intersections.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 360 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 400 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$ 1 3 , 4 4 3 , 4 3 3 . 7 2**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

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

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

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

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

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

EXECUTED in single or multiple originals effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Scott Cummings Scott Cummings (Jul 2, 2025 13:06 CDT)
Signature	**Signature**
	Scott Cummings
Printed Name	Printed Name
	Jul 2, 2025
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **Purchasing@celina-tx.gov**	3019 Roy Orr Blvd. Grand Prairie, Tx. 3019 Roy Orr Blvd. Grand Prairie, Tx. 75050 3019 Roy Orr Blvd. Grand Prairie, Tx. 3019 Roy Orr Blvd. Grand Prairie, Tx. 3019 Roy Orr Blvd. Grand Prairie, Tx.

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Life Connected.

EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Executive Director of Economic Development
CC: Robert Ranc, City Manager
Date: July 8, 2025

Agenda Item:
Consider and act to ratify the Amended and Restated Celina Economic Development Corporation (CEDC) Bylaws. (Satarino)

Background Information:
The recommended amendments to the CEDC Bylaws work to provide clarity, improve governance alignment with best practices, and reflect current operational needs. The proposed changes address Board term limits, attendance expectations, ex officio membership, officer terms, personnel authority, and applicability of City policies.

Overview of proposed amendments:
Board Terms and Appointments
Current Language:
Initial staggered terms of 2 years.

- Maximum of 3 terms (6 years total).
- Terms expire on September 1.

Proposed Changes:

- Board Members shall serve three (3) year terms, for a maximum of three (3) terms (totaling nine (9) years).
- Terms shall be staggered as follows:
    - 3 members in Year 1
    - 2 members in Year 2
    - 2 members in Year 3
- Terms shall expire on September 30.

Rationale:
Extending terms to three years aligns with the recent City charter amendment for other boards and

commissions. This change allows for stronger institutional knowledge and stability, while staggering maintains continuity. The new expiration date aligns with fiscal year planning and annual Board appointments. By Resolution, City Council will determine how the Board transitions to the updated staggering arrangement over the next two to three years.

Attendance and Quorum
Current Language:

- Specific thresholds of unexcused absences trigger vacancy.
- All directors must be physically present to vote unless otherwise authorized by law.

Proposed Change:

- Remove specific absence thresholds and instead reference the City of Celina Boards and Commissions Policy, which governs attendance expectations and procedures.

Rationale:
Ensures consistency across all City Boards and aligns with Council-approved policy, allowing for centralized tracking and enforcement.

Ex Officio Membership
Current Language:

- Two Ex Officio Members: one Councilmember and the City Manager.

Proposed Change:

- Designate only the City Manager as the sole Ex Officio Member.

Rationale:
The current Board includes one ex-officio seat held by the City Manager. This structure reflects standard governance practices among economic development corporations across Texas. Designating the City Manager as an ex-officio member affirms the advisory nature of the role, mitigates any potential confusion around voting rights or governance responsibilities, and ensures clear boundaries between administrative and policymaking functions. Additionally, this provision is consistent with the City's updated Boards and Commissions Policy, which designates the City Manager as the sole ex-officio member on all boards and commissions.

Officer Terms and Structure
Current Language:

- One-year officer terms ending on September 1.

Proposed Change:

- Amend the term expiration to September 30.

Rationale:
Aligns with Board term cycle and ensures newly seated Board members are in place by October 1 for officer elections.

Personnel Oversight
Current Language:

- Personnel positions may be established and included in the Annual Budget.

Proposed Change:

- Add explicit statement that the Executive Director has authority over personnel compensation, within the parameters of the approved budget and City HR policy (unless otherwise excepted).

Rationale:
While the EDC follows all City personnel policies, the City does not include EDC staff positions in its compensation step plan, nor does it provide access to the City's annual employee review cycle. This amendment clarifies the administrative authority of the Executive Director in managing staff compensation while remaining accountable to the Board and within the approved budget.

Contracts
Current Language:

- Article V, Section 11 currently speaks to City Council approval of CEDC expenditures of $50,000 and over.

Proposed Change:

- Remove and defer to the existing requirement to follow all City policies and procedures from Article 7, Section 7.

Rationale:
Following the adoption of new state legislature increasing the threshold amount for City Council approval, the City will adopt a formal policy to update the threshold amounts required for City Council approval, Board approval, or Executive Director approval.

Update: The EDC Board of Directors approved the attached Amended and Restated CEDC Bylaws 7-0 at the Regular EDC Board Meeting on July 1, 2025.

Legal Review:
CEDC Attorney has reviewed.

Supporting Documents:
1. Staff Presentation
2. CEDC Amended and Restated Bylaws redline as approved by CEDC
3. CEDC Amended and Restated Bylaws - Signed

Financial Consideration:
N/A.

Staff Recommendation:

Staff recommends ratification of the Amended and Restated CEDC Bylaws.

CEDC Bylaws Amendment

Overview of Amendments

Board Terms and Appointments

Current Language:

- Initial staggered terms of 2 years.
- Maximum of 3 terms (6 years total).
- Terms expire on September 1.

Proposed Changes:

- Board Members shall serve three (3) year terms, for a maximum of three (3) terms (totaling nine (9) years).
- Terms shall be staggered as follows:
  - 3 members in Year 1
  - 2 members in Year 2
  - 2 members in Year 3
- Terms shall expire on September 30.

Rationale:

- Aligns with the recent City charter amendment
- Expiration date aligns with fiscal year planning and annual Board appointments.
- City Council will determine how the Board transitions via Resolution

Overview of Amendments

Attendance and Quorum

Current Language:

- Specific thresholds of unexcused absences trigger vacancy.
- All directors must be physically present to vote unless otherwise authorized by law.

Proposed Change:

- Reference the City of Celina Boards and Commissions Policy

Rationale:

- Aligns with Council-approved policy

Overview of Amendments

Ex Officio Membership

Current Language:

- Two Ex Officio Members: one Councilmember and the City Manager.

Proposed Change:

- Designate only the City Manager as the sole Ex Officio Member.

Rationale:

Current Board includes one ex-officio seat held by the City Manager.

- Consistent with the City's updated Boards and Commissions Policy

Overview of Amendments

Officer Terms and Structure

Current Language:

- One-year officer terms ending on September 1.

Proposed Change:

- Amend the term expiration to September 30.

Rationale:

- Aligns with Board term cycle

Overview of Amendments

Personnel Oversight

Current Language:

- Personnel positions may be established and included in the Annual Budget.

Proposed Change:

- Add explicit statement that the Executive Director has authority over personnel compensation, within the parameters of the approved budget and City HR policy (unless otherwise excepted).

Rationale:

- Clarifies the administrative authority of the Executive Director in managing staff compensation

Overview of Amendments

Contracts

Current Language:

- Requires contracts $50k and above to be approved by City Council

Proposed Change:

- Removed to defer to City policy

Rationale:

- Recent state law change makes this provision outdated.
- Preference to rely on City policy to guide contracts.

Update: The EDC Board approved the Amended and Restated CEDC Bylaws by a vote of 7-0 on July 1, 2025.

Questions?

AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE l
PURPOSE AND POWERS

Section 1. Purpose. The Celina Economic Development Corporation ("Corporation") is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Chapter 501, 502 and 504 of the Texas Local Government. Code, and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II
OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas is 302 West Walnut Street, City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. Members. The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, the ballot proposition authorizing sales tax for the Corporation, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City

Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment to the Board.

(c) The respective initial terms of the Board are for staggered threetwo (32) year terms. The initial terms of the Board are as follows: three (3) Board members serving one (1) year through September 30, 2026; two (2) Board members serving two (2) years through September 30, 2027; and two (2) Board members serving three (3) years through September 30, 2028. Thereafter, each successor member of the Board shall be appointed and serve for staggered threetwo (32) years or until his or her successor is appointed as hereinafter provided. Unless otherwise provided, terms shall expire on September 30th1. No director shall serve more than three (3) full threetwo (32) year terms for a total of ninesix (96) years. Further, said director is eligible for reappointment to the Board after a two (2) year absence of service to the Board.

(d) Any director may be removed from office by the City Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Section 551 of the Texas Government Code, as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern. Each agenda of a regular Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters, but the Board may only respond as allowed under the Texas Open Meetings Act.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The President shall give notice to each director for any Emergency Meeting consistent with the Texas Open Meetings Act.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The

business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitles to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law. A director may not vote by proxy. Directors must be present in order to vote at any meeting, unless virtual attendance is authorized by law, Executive Order of the Governor, or similar authority. Regular attendance at the Board meetings is required of all directors. Directors may be removed for unexcused absences consistent with the City's Boards and Commissions Policy, as amended.

~~The following number of absences shall constitute the basis for replacement of a director: (a) three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant, and/or (b) the position of any director who has four (4) unexcused absences in a twelve (12) month period shall be considered vacant.~~

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall preside. The secretary shall preside at Board meetings and in the absence of the president and the vice president.

(c) The president has the authority to place items on the agenda. Otherwise, placement of an item on the agenda requires the consensus of two (2) Board members.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Ex Officio Members. The City Council may designate one (1)~~two (2)~~ Ex Officio Member~~s~~, who ~~one of which~~ shall be ~~a Councilmember and the other~~ the City Manager. The Ex Officio Member~~s~~ may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V
OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a treasurer, a secretary, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be one (l) year ending September 30th~~1~~, with the right of an officer to be reelected. A director may hold more than one office, but the same person may not hold both the office of president and secretary.

(b) All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.

(f) In addition to the above-mentioned duties, the president shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.

(g) In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Secretary. The secretary shall cause to be kept the minutes of all meetings of

the Board in books provided for that purpose, shall give and serve notice and may attest the signatures on all contracts as prescribed in these Bylaws, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The secretary may designate, with Board approval, a staff person of the Corporation or City to assist in preparation of agendas, minutes, notices and books of the Corporation.

Section 5. Treasurer. The treasurer shall cause to be kept an accurate accounting of all financial records and securities and such other books and papers as the Board may direct, and shall in general perform all duties incident to the office of Treasurer, subject to the control of the Board. The treasurer shall also have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank(s) or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall monitor the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on accounts of the Corporation. The treasurer may designate, with Board approval, a staff person of the Corporation or City to keep and manage the financial records, securities and other records and documents the treasurer is responsible for monitoring.

Section 6. Executive Director. The executive director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The executive director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The executive director shall have authority over personnel compensation. The executive director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 7. Assistant Secretary and/or Treasurer. Any assistant secretaries and assistant treasurers may, at the option of the Board, be persons other than members of the Board, and they may be employees of the City.

Section 8. Election of Officers. The president and vice president, shall be elected from among the members of the Board.

Section 9. Compensation. The directors, including the directors serving in the offices of president and vice president of the Corporation, shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder, including, but not limited to, the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget

and approved accordingly, as referenced in Article VI, Section 3 of these Bylaws.

Section 11. Contracts for Service. Consistent with state law, the Corporation may expend moneys and contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. City Council approval is required if the contract or expenditure exceeds $50,000. Items identified in the budget as a specific line item of $49,999.99 or less do not require additional City Council approval. However, no contracts for services shall ever be approved or entered into by the Board which seeks or attempts to divest the Board of its discretion and policymaking functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for therein.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Public Funds Investment Policy. Subject to approval by the City Council, the Board may adopt and may, from time to time, amend, an investment policy as required by Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act." In the event the Board has not adopted an investment policy for the Corporation, the Corporation shall follow the investment policy in effect at that time for the City.

Section 3. Annual Corporate Budget. On or before October 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.

Section 4. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The Corporation may maintain any financial records solely at the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporate funds.

(a) All proceeds from the issuance of bonds, notes, and other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, unless the Board and City Council have approved a separate investment policy for the Corporation. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

(c) The treasurer, assistant treasurer, or a different person so designated by the Board in accordance with Article V, Section 5 shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 6. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 5 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 3 of this Article.

Section 7. Contracts. As provided herein, the president or any two officers shall execute contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. No contract or other transaction between the Corporation and any other corporation, person or entity shall be executed unless the majority of the Board who are present and approve by an affirmative vote such contract are persons with no interest in such other person or entity, provided that membership on the City Council shall not constitute an interest which shall disqualify directors from voting on contracts between the Corporation and the City.

Section 8. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, except that the executive director may enter into an employment agreement with the Corporation. No officer or employee of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer or employee guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section 10. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal. The seal of the Corporation shall be determined by the Board; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing, addressed to the Mayor, City Secretary and the Board president, and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the City Council. To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay,

as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended. If the cost of indemnification is not a line item in the budget, a budget amendment to reflect such costs is required.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. Applicability of City Charter, Code of Ordinances, Policies and Procedures. The Celina City Charter and all duly approved City ordinances, policies and procedures, or personnel policy, (a) except to the extent it conflicts with any term of an employment agreement existing on the date of adoption of these Amended and Restated Bylaws on _____ , 20252024, and (b) except those related to purchasing or selling of property, and (c) except Chapter 6 – Compensation of the City of Celina's Personnel Policies, as it exists or may be amended. shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures, in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter,

ordinances, policies, and procedures.

Section 8. Nepotism. No person related within the second degree by affinity or the third degree by consanguinity to any member of the Board, to any officer of the Corporation, or to any City employee shall be appointed to any paid office, position, clerkship or other position of service to the Corporation.

Section 9. Prohibited Acts. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;

(b) Do any act with the intention of harming the Corporation or any of its operations;

(c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;

(d) Receive an illegal personal or business benefit from the operation of the Corporation;

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;

(f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;

(g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;

(h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;

(i) Commit Corporation funds without the prior approval of the Board, and when required by these Bylaws, the City Council.

Further, the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purpose of the application of any ad valorem, sales and use taxes and other taxes levied or imposed by the state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any servicing thereof shall not be deemed an operation of a project.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION
OF THE CORPORATION

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Articles of Incorporation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Celina, Texas.

Adopted this the____day of_____, 20252~~2024~~.

_____
Clint Bissett, CEDC President

ATTEST:

_____
City Secretary

AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I
PURPOSE AND POWERS

Section 1. Purpose. The Celina Economic Development Corporation ("Corporation") is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Chapter 501, 502 and 504 of the Texas Local Government. Code, and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II
OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas is 302 West Walnut Street, City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. Members. The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, the ballot proposition authorizing sales tax for the Corporation, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City

Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment to the Board.

(c) The respective initial terms of the Board are for staggered three (3) year terms. The initial terms of the Board are as follows: three (3) Board members serving one (1) year through September 30, 2026; two (2) Board members serving two (2) years through September 30, 2027; and two (2) Board members serving three (3) years through September 30, 2028. Thereafter, each member of the Board shall be appointed and serve for staggered three (3) years or until his or her successor is appointed as hereinafter provided. Unless otherwise provided, terms shall expire on September 30th. No director shall serve more than three (3) full three (3) year terms for a total of nine (9) years. Further, said director is eligible for reappointment to the Board after a two (2) year absence of service to the Board.

(d) Any director may be removed from office by the City Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Section 551 of the Texas Government Code, as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern. Each agenda of a regular Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters, but the Board may only respond as allowed under the Texas Open Meetings Act.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The President shall give notice to each director for any Emergency Meeting consistent with the Texas Open Meetings Act.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The

business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitles to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law. A director may not vote by proxy. Directors must be present in order to vote at any meeting, unless virtual attendance is authorized by law, Executive Order of the Governor, or similar authority. Regular attendance at the Board meetings is required of all directors. Directors may be removed for unexcused absences consistent with the City's Boards and Commissions Policy, as amended.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall preside. The secretary shall preside at Board meetings and in the absence of the president and the vice president.

(c) The president has the authority to place items on the agenda. Otherwise, placement of an item on the agenda requires the consensus of two (2) Board members.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Ex Officio Members. The City Council may designate one (1) Ex Officio Member, who shall be the City Manager. The Ex Officio Member may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V
OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a treasurer, a secretary, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be one (l) year ending September 30th, with the right of an officer to be reelected. A director may hold more than one office, but the same person may not hold both the office of president and secretary.

(b) All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.

(f) In addition to the above-mentioned duties, the president shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.

(g) In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Secretary. The secretary shall cause to be kept the minutes of all meetings of the Board in books provided for that purpose, shall give and serve notice and may attest the signatures on all contracts as prescribed in these Bylaws, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The secretary may designate,

with Board approval, a staff person of the Corporation or City to assist in preparation of agendas, minutes, notices and books of the Corporation.

Section 5. Treasurer. The treasurer shall cause to be kept an accurate accounting of all financial records and securities and such other books and papers as the Board may direct, and shall in general perform all duties incident to the office of Treasurer, subject to the control of the Board. The treasurer shall also have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank(s) or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall monitor the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on accounts of the Corporation. The treasurer may designate, with Board approval, a staff person of the Corporation or City to keep and manage the financial records, securities and other records and documents the treasurer is responsible for monitoring.

Section 6. Executive Director. The executive director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The executive director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The executive director shall have authority over personnel compensation. The executive director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 7. Assistant Secretary and/or Treasurer. Any assistant secretaries and assistant treasurers may, at the option of the Board, be persons other than members of the Board, and they may be employees of the City.

Section 8. Election of Officers. The president and vice president, shall be elected from among the members of the Board.

Section 9. Compensation. The directors, including the directors serving in the offices of president and vice president of the Corporation, shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder, including, but not limited to, the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 3 of these Bylaws.

Section 11. Contracts for Service. Consistent with state law, the Corporation may expend moneys and contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board

in the performance of its duties. City Council approval is required if the contract or expenditure exceeds $50,000. Items identified in the budget as a specific line item of $49,999.99 or less do not require additional City Council approval. However, no contracts for services shall ever be approved or entered into by the Board which seeks or attempts to divest the Board of its discretion and policymaking functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for therein.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Public Funds Investment Policy. Subject to approval by the City Council, the Board may adopt and may, from time to time, amend, an investment policy as required by Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act." In the event the Board has not adopted an investment policy for the Corporation, the Corporation shall follow the investment policy in effect at that time for the City.

Section 3. Annual Corporate Budget. On or before October 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.

Section 4. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The Corporation may maintain any financial records solely at the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporate funds.

(a) All proceeds from the issuance of bonds, notes, and other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the

resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, unless the Board and City Council have approved a separate investment policy for the Corporation. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

(c) The treasurer, assistant treasurer, or a different person so designated by the Board in accordance with Article V, Section 5 shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 6. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 5 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 3 of this Article.

Section 7. Contracts. As provided herein, the president or any two officers shall execute contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. No contract or other transaction between the Corporation and any other corporation, person or entity shall be executed unless the majority of the Board who are present and approve by an affirmative vote such contract are persons with no interest in such other person or entity, provided that membership on the City Council shall not constitute an interest which shall disqualify directors from voting on contracts between the Corporation and the City.

Section 8. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, except that the executive director may enter into an employment agreement with the Corporation. No officer or employee of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent

prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer or employee guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section 10. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal. The seal of the Corporation shall be determined by the Board; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing, addressed to the Mayor, City Secretary and the Board president, and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the City Council. To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended. If the cost of indemnification is not a line item in the budget, a budget amendment to reflect such costs is required.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. Applicability of City Charter, Code of Ordinances, Policies and Procedures. The Celina City Charter and all duly approved City ordinances, policies and procedures, or personnel policy, (a) except to the extent it conflicts with any term of an employment agreement existing on the date of adoption of these Amended and Restated Bylaws on _____, 2025, (b) except those related to purchasing or selling of property, and (c) except Chapter 6 – Compensation of the City of Celina's Personnel Policies, as it exists or may be amended. shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures, in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter, ordinances, policies, and procedures.

Section 8. Nepotism. No person related within the second degree by affinity or the third degree by consanguinity to any member of the Board, to any officer of the Corporation, or to any City employee shall be appointed to any paid office, position, clerkship or other position of service

to the Corporation.

Section 9. Prohibited Acts. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;

(b) Do any act with the intention of harming the Corporation or any of its operations;

(c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;

(d) Receive an illegal personal or business benefit from the operation of the Corporation;

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;

(f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;

(g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;

(h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;

(i) Commit Corporation funds without the prior approval of the Board, and when required by these Bylaws, the City Council.

Further, the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purpose of the application of any ad valorem, sales and use taxes and other taxes levied or imposed by the state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any servicing thereof shall not be deemed an operation of a project.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION OF THE CORPORATION

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Articles of Incorporation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Celina, Texas.

Adopted this the____day of_____, 2025.

_____
Clint Bissett, CEDC President

ATTEST:

_____
Ashley Owens, City Secretary