



**NOTICE OF
CITY COUNCIL SPECIAL MEETING AND WORKSESSION
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
Friday, August 3, 2018 AT 10:00 AM**

AGENDA

I. CALL TO ORDER:

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

- A. Consider and act to propose an Ad Valorem tax rate of \$.645 (M & O 0.412986, I & S 0.232014), and set public hearing dates of Tuesday, August 21, 2018 at 5:00 p.m. and Tuesday, August 28, 2018 at 5:00 p.m. (record vote) (Toutounchian)
- B. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Dickerson Construction Company in the amount of \$281,815.80 (includes 10% contingency) for the Oklahoma Malone waterline improvements project. The bid for this project was in the amount of \$256,196.19. Contingency is included to cover unexpected costs during construction. (Brawner)
- C. **2018-29R** - Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday August 14, 2018 at 5:00 p.m. and Tuesday September 11, 2018 at 5:00 p.m., at 112 N. Colorado, Celina, Texas) for public hearings on the proposed voluntary annexation of an approximately ±8.0 acre tract of land situated in the T. McIntyre Survey, Abstract No. 903 (Celina West Marketplace Annexation) (Jackson)
- D. **2018-30R** - Consider and act on an interlocal agreement and resolution of the City Council of the City of Celina, Texas, authorizing the Mayor to execute an interlocal agreement by and between the City of Celina, Texas and the Celina Economic Development Corporation in accordance with Texas Local Government Code Section 561.067, to extend participation in the City's health insurance benefits to employees of the Celina Economic Development Corporation and their dependents; to extend participation in the City's disability and liability insurance benefits to employees of the Celina Economic Development Corporation; and to extend participation in the Texas Municipal Retirement System to employees of the Celina Economic Development Corporation.

III. ACTION:

- 1. Consider and act upon recommendation to accept proposal for the City's Bank Depository. (Toutounchian)

IV. WORKSESSION:

1. Discussion regarding the proposed 2018-2019 Budget and tax rate.
2. Discussion regarding preliminary 2019-2020 Budget.
3. Discussion regarding 10 year Capital Improvement Project (CIP) Plan.

V. ADJOURN:

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 ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."



Vicki Faulkner, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: August 3, 2018
Re: Ad Valorem Tax Rate

Action Requested:

Consider and act to propose an Ad Valorem tax rate of \$.645 (M & O 0.412986, I & S 0.232014), and set public hearing dates of Tuesday, August 21, 2018 at 5:00 p.m. and Tuesday, August 28, 2018 at 5:00 p.m. (record vote) (Toutounchian)

Background Information:

Consideration of rates and setting of hearings begins the annual process to set the Ad Valorem Tax rate.

Board Review/Citizen Input:

Two public hearings will be held to receive citizen input.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
CC: Kim Brawner, Director of Engineering
Date: August 3, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Dickerson Construction Company in the amount of \$281,815.80 (includes 10% contingency) for the Oklahoma Malone waterline improvements project. The bid for this project was in the amount of \$256,196.19. Contingency is included to cover unexpected costs during construction. (Brawner)

Background Information:

This project consists of approximately 1,720 linear feet of 12-inch water line beginning at the intersection of E. Pecan St. and N. Oklahoma Dr., continuing north along N. Oklahoma Dr. to the intersection of E. Malone St., and following Malone St. east to N. Texas Dr.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funds are available through current collected impact fee.

Legal Review:

Contract used standard documents which have been reviewed by City attorneys.

Supporting Documents:

Letter of Recommendation and Bid Tab
Location Map

Staff Recommendation:

Approve



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

07/02/2018

Ms. Kimberly Brawner, P.E.
City of Celina
142 N. Ohio Drive
Celina, TX 75009

Re: Celina Oklahoma and Malone Water Line Improvements
Recommendation of Award

Dear Ms. Brawner:

Bids were received for the Celina Oklahoma and Malone Water Line Improvements Project at City Hall at 3:00 PM on June 28th, 2018. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 4 bids were received on the project. Dickerson Construction Company submitted the low bid for the project in the amount of \$256,196.19.

We have reviewed the previous and current projects under contract included in the Dickerson Construction Company bid submittal. All submitted similar projects meet the size and scope of this project. Therefore, we believe that the bid submitted by Dickerson Construction Company represents a responsive and responsible bid. We recommend that the construction contract for the Celina Oklahoma and Malone Water Line Improvements be awarded to Dickerson Construction Company.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

A handwritten signature in blue ink, appearing to read 'Paul Banschbach', written over a white background.

Paul Banschbach, P.E.
Project Manager

Attachments: Bid Tabulation

Attachment: Celina Oklahoma and Malone Water Line Improvements - Recommendation of Award (Oklahoma Malone Waterline Improvements)



**Celina Oklahoma and Malone Water Line Improvements
Bid Tabulation**

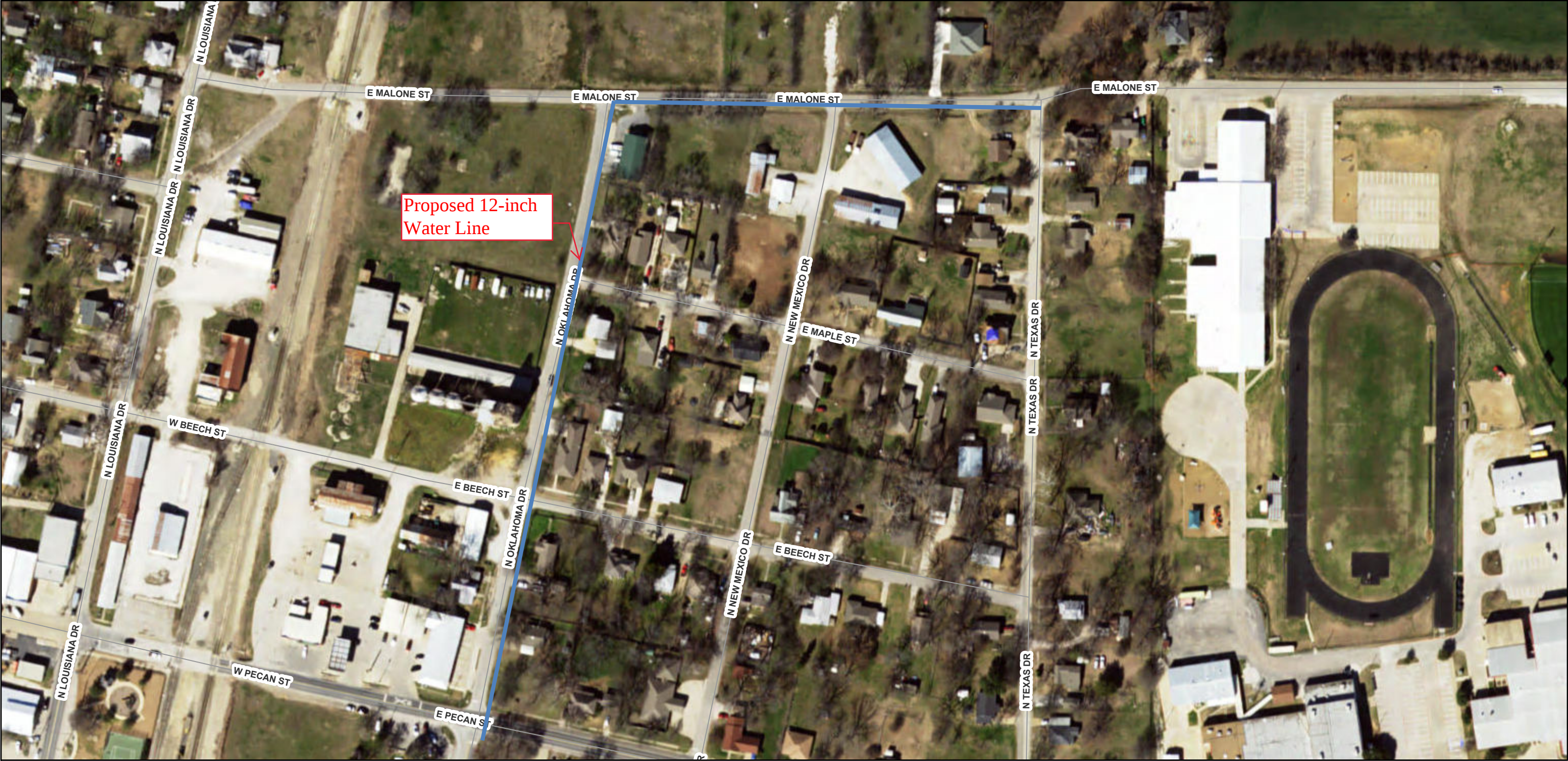


Celina Oklahoma and Malone Water Line Improvements Bid Tabulation

	Dickerson Construction Company	Wilson Contractor Services	Willco Underground	ANA Site Construction
Attended Pre-Bid	No	No	Yes	Yes
Acknowledgement of All Addenda	Yes	Yes	Yes	Yes
Bid contains the following forms:				
1. Bid Proposal	Yes	Yes	Yes	Yes
2. List of Proposed Subcontractors	No	No	Yes	Yes
3. Bid Bond	Yes	Yes	Yes	Yes
4. Qualifications	Yes	No	Yes	Yes

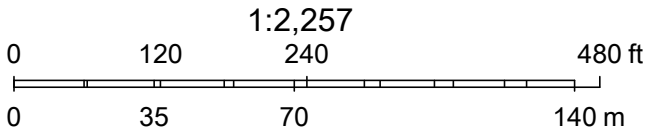


Bid Prices as Opened 06/28/2018											
Item No.	Item	Quantity	Unit	Dickerson Construction Company		Wilson Contractor Services		WillCo Underground		ANA Site Construction	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	12" AWWA C900 PVC DR18 Waterline	1720	LF	\$ 48.00	\$ 82,560.00	\$ 67.70	\$ 116,444.00	\$ 71.00	\$ 122,120.00	\$ 46.00	\$ 79,120.00
2	24" Steel Casing by Bore	60	LF	\$ 360.00	\$ 21,600.00	\$ 330.00	\$ 19,800.00	\$ 450.00	\$ 27,000.00	\$ 420.00	\$ 25,200.00
3	Remove and Replace Gravel Driveway	447	SF	\$ 2.00	\$ 894.00	\$ 2.81	\$ 1,256.07	\$ 4.00	\$ 1,788.00	\$ 6.00	\$ 2,682.00
4	Remove and Replace Concrete Pavement	535	SF	\$ 18.00	\$ 9,630.00	\$ 21.00	\$ 11,235.00	\$ 10.00	\$ 5,350.00	\$ 15.00	\$ 8,025.00
5	Remove and Replace Asphalt Pavement	786	SF	\$ 4.75	\$ 3,733.50	\$ 424.00	\$ 2,120.00	\$ 10.00	\$ 7,860.00	\$ 14.00	\$ 11,004.00
6	Remove and Dispose 12" PVC Culvert, Replace with 12" CMP Culvert with safety end treatment	17	LF	\$ 35.00	\$ 595.00	\$ 175.00	\$ 2,975.00	\$ 80.00	\$ 1,360.00	\$ 227.00	\$ 3,859.00
7	Remove and Dispose 12" CMP Culvert, Replace with 12" RCP Culvert with safety end treatment	21	LF	\$ 50.00	\$ 1,050.00	\$ 145.00	\$ 3,045.00	\$ 90.00	\$ 1,890.00	\$ 210.00	\$ 4,410.00
8	Remove and Dispose 12" CMP Culvert, Replace with 12" CMP Culvert with safety end treatment	21	LF	\$ 35.00	\$ 735.00	\$ 145.00	\$ 3,045.00	\$ 100.00	\$ 2,100.00	\$ 155.00	\$ 3,255.00
9	Remove and Dispose 15" CMP Culvert, Replace with 15" RCP Culvert with safety end treatment	30	LF	\$ 60.00	\$ 1,800.00	\$ 146.00	\$ 4,380.00	\$ 150.00	\$ 4,500.00	\$ 154.00	\$ 4,620.00
10	Remove and Dispose 24" CMP Culvert, Replace with 24" CMP Culvert with safety end treatment	50	LF	\$ 60.00	\$ 3,000.00	\$ 126.00	\$ 6,300.00	\$ 150.00	\$ 7,500.00	\$ 107.00	\$ 5,350.00
11	Remove and Dispose 24" RCP Culvert, Replace with 24" CMP Culvert with safety end treatment	15	LF	\$ 70.00	\$ 1,050.00	\$ 292.00	\$ 4,380.00	\$ 175.00	\$ 2,625.00	\$ 245.00	\$ 3,675.00
12	Remove and Dispose 30" CMP Culvert, Replace with 30" CMP Culvert with safety end treatment	23	LF	\$ 75.00	\$ 1,725.00	\$ 390.00	\$ 4,680.00	\$ 200.00	\$ 4,600.00	\$ 202.00	\$ 4,646.00
13	Remove and Dispose 32" CMP Culvert, Replace with 32" CMP Culvert with safety end treatment	46	LF	\$ 90.00	\$ 4,140.00	\$ 205.00	\$ 9,430.00	\$ 200.00	\$ 9,200.00	\$ 142.00	\$ 6,532.00
14	Connection to Existing Fire Hydrant	3	EA	\$ 1,700.00	\$ 5,100.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,175.00	\$ 3,525.00
15	Install New Fire Hydrant Assembly	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,575.00	\$ 2,575.00	\$ 4,000.00	\$ 4,000.00	\$ 5,715.00	\$ 5,715.00
16	6" AWWA C900 PVC DR18 Waterline to Fire Hydrants	30	LF	\$ 40.00	\$ 1,200.00	\$ 84.00	\$ 2,520.00	\$ 20.00	\$ 600.00	\$ 49.00	\$ 1,470.00
17	6" Service Connection	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,075.00	\$ 2,150.00	\$ 1,000.00	\$ 2,000.00	\$ 2,340.00	\$ 4,680.00
18	2" Service Connection	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,500.00	\$ 1,500.00	\$ 2,165.00	\$ 2,165.00
19	1.5" Service Connection	2	EA	\$ 1,750.00	\$ 3,500.00	\$ 1,375.00	\$ 2,750.00	\$ 1,500.00	\$ 3,000.00	\$ 1,925.00	\$ 3,850.00
20	1" Service Connection	11	EA	\$ 1,500.00	\$ 16,500.00	\$ 907.00	\$ 9,977.00	\$ 1,000.00	\$ 11,000.00	\$ 1,010.00	\$ 11,110.00
21	Connection to Existing Water Line	5	EA	\$ 1,250.00	\$ 6,250.00	\$ 1,520.00	\$ 7,600.00	\$ 2,000.00	\$ 10,000.00	\$ 2,425.00	\$ 12,125.00
22	Trench Safety System	1660	LF	\$ 1.00	\$ 1,660.00	\$ 0.36	\$ 597.60	\$ 1.00	\$ 1,660.00	\$ 1.00	\$ 1,660.00
23	Brace Existing Power Poles and Adjust Guy Wires	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,600.00	\$ 7,600.00
24	CM Lined Ductile Iron Fittings	2.05	TON	\$ 8,500.00	\$ 17,425.00	\$ 8,500.00	\$ 17,425.00	\$ 7,500.00	\$ 15,375.00	\$ 9,990.00	\$ 20,479.50
25	12" Resilient Seat Gate Valve	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,725.00	\$ 5,450.00	\$ 2,500.00	\$ 5,000.00	\$ 4,160.00	\$ 8,320.00
26	6" Resilient Seat Gate Valve	10	EA	\$ 1,100.00	\$ 11,000.00	\$ 1,145.00	\$ 11,450.00	\$ 1,500.00	\$ 15,000.00	\$ 1,940.00	\$ 19,400.00
27	Grout and Abandon Existing 6" Water Line	1700	LF	\$ 3.00	\$ 5,100.00	\$ 5.00	\$ 8,500.00	\$ 3.00	\$ 5,100.00	\$ 12.00	\$ 20,400.00
28	Place and Establish Sod	2	AC	\$ 12,350.00	\$ 24,700.00	\$ 6,420.00	\$ 12,840.00	\$ 10,000.00	\$ 20,000.00	\$ 16,595.00	\$ 33,190.00
29	Project Sign	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 1,095.00	\$ 1,095.00
30	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,395.00	\$ 6,395.00
31	Storm Water Pollution Prevention Plan	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,800.00	\$ 4,800.00	\$ 15,000.00	\$ 15,000.00	\$ 4,255.00	\$ 4,255.00
32	Traffic Control Plan	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,915.00	\$ 8,915.00
33	Mobilization	1	LS	\$ 6,248.69	\$ 6,248.69	\$ 11,544.00	\$ 11,544.00	\$ 20,000.00	\$ 20,000.00	\$ 27,355.00	\$ 27,355.00
	Total Bid Price			\$ 256,196.19		\$ 303,093.67		\$ 356,128.00		\$ 366,082.50	
Note: Quantity used by contractor differs from quantity in Bid Form											



7/3/2018 10:37:25 AM

— Roads



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: August 3, 2018
 Re: Resolution to Set Two Public Hearings for the Annexation of Celina West Marketplace

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday August 14, 2018 at 5:00 p.m. and Tuesday September 11, 2018 at 5:00 p.m., at 112 N. Colorado, Celina, Texas) for public hearings on the proposed voluntary annexation of an approximately ±8.0 acre tract of land situated in the T. McIntyre Survey, Abstract No. 903 (Celina West Marketplace Annexation) (Jackson)

Background Information:

Below is the anticipated annexation schedule for the CR 84 annexation:

§ August 3, 2018	Council acts on a resolution setting date and time of the two public hearings.
§ August 14, 2018	Council to hold first public hearing.
§ September 11, 2018	Council to hold second public hearing and consider annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: August 3, 2018
Re: Employee benefits for EDC employees

Action Requested:

Consider and act on an interlocal agreement and resolution of the City Council of the City of Celina, Texas, authorizing the Mayor to execute an interlocal agreement by and between the City of Celina, Texas and the Celina Economic Development Corporation in accordance with Texas Local Government Code Section 561.067, to extend participation in the City's health insurance benefits to employees of the Celina Economic Development Corporation and their dependents; to extend participation in the City's disability and liability insurance benefits to employees of the Celina Economic Development Corporation; and to extend participation in the Texas Municipal Retirement System to employees of the Celina Economic Development Corporation.

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Supporting Documents:

Staff Recommendation:

CITY OF CELINA

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE CITY OF CELINA, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND THE CELINA ECONOMIC DEVELOPMENT CORPORATION IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SECTION 561.067, TO EXTEND PARTICIPATION IN THE CITY'S HEALTH INSURANCE BENEFITS TO EMPLOYEES OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION AND THEIR DEPENDENTS; TO EXTEND PARTICIPATION IN THE CITY'S DISABILITY AND LIABILITY INSURANCE BENEFITS TO EMPLOYEES OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION; AND TO EXTEND PARTICIPATION IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM TO EMPLOYEES OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AS EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City has been presented a proposed Celina Economic Development Corporation and City of Celina Employee Benefits Interlocal Agreement, (the "Agreement"), a copy of which is attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Celina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1: The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2: The terms and conditions of the Agreement, having been reviewed and found to be acceptable and in the best interests of the City of Celina, Texas and its citizens, are hereby in all things approved.

Section. 3: The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section. 4: This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of August, 2018.

SEAN TERRY, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Resolution Health Insurance Benefits Agreement_07.27.18 (2018-30R : EDC Employee Benefits)

**CELINA ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF CELINA, TEXAS EMPLOYEE
BENEFITS INTERLOCAL AGREEMENT**

This Employee Benefits Interlocal Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between Celina Economic Development Corporation (hereinafter referred to as the "CEDC") and the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "City"), jointly referred to herein as the "Parties."

WHEREAS, the City of Celina and the CEDC have mutual interests in the economic development of the City of Celina; and

WHEREAS, City has determined that it would be a direct benefit to the citizens of Celina and enhance the economic development of the community for the City to extend and administer the benefits package for the staff employed by the CEDC; and

WHEREAS, the CEDC, was incorporated pursuant to the Development Corporation Act, Chapters 501-507 of the Texas Local Government Code, as amended (the "Code"); and

WHEREAS, Section 501.067 of the Texas Local Government Code generally provides that the City and CEDC may provide health insurance benefits coverage, worker's compensation coverage, liability coverage and retirement benefits to employees of the CEDC pursuant to an agreement between the CEDC and a political subdivision of the State; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the CEDC hereby agree as follows:

Section 1. CITY OBLIGATIONS.

In consideration of the CEDC's obligations, the City agrees that upon execution of this agreement:

- (a) The City will provide the full-time staff of the CEDC insurance benefits, liability coverage, worker's compensation coverage, and retirement benefits offered to City employees.
- (b) The City shall enroll new employees on behalf of the CEDC.

Section 2. CELINA ECONOMIC DEVELOPMENT CORPORATION OBLIGATIONS.

In consideration of the City's objections, the CEDC agrees to provide the following:

- (a) The CEDC agrees to reimburse the City for the actual cost of providing benefits to the CEDC employees.
- (b) The CEDC agrees to comply with all State and Federal laws and regulations applicable to local governmental agencies, including, but not limited to, the Public Funds Investment Act, the Open Meetings Act, and the Public Information Act.

Section 3. TERM.

(a) This Agreement shall be for a period of two (2) years from the effective date of this Agreement, subject to the terms of this Agreement, the Bylaws of the CEDC and state law. This Agreement, however, shall be automatically renewed for successive two-year terms unless written notice of non-renewal is given by either party to the other at least thirty (30) days prior to the expiration of the initial or any renewal term hereof.

(b) The Parties agree that this Agreement may be terminated for lack of performance. This Agreement may be terminated at any time by the CEDC for lack of City performance if not cured within sixty (60) days after written notification by the CEDC, or in the case of the City, for failure of the CEDC to make any payment required under Section 2 of this Agreement within sixty (60) days of the due date if not cured with thirty (30) days after written notification by the CEDC. Termination shall be effective sixty (60) days after delivery of Notice of Termination.

Section 4. MISCELLANEOUS PROVISIONS.

(a) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

(b) This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

(c) The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule of regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(d) This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Collin County, Texas.

Section 5. INDEMNIFICATION.

THE CELINA ECONOMIC DEVELOPMENT CORPORATION AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY CALLED THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, FINES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF ANY NATURE, KIND, OR DESCRIPTION BY ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) THE ACTIONS, REPRESENTATIONS OR OMISSIONS OF THE CEDC, ITS DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY CALLED THE "LIABILITIES"). IF ANY CLAIM BE MADE, OR ANY ACTION OR PROCEEDING IS BROUGHT BY OR AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH LIABILITES, THE CITY SHALL NOTIFY THE CEDC AND THE CEDC SHALL DEFEND SUCH CLAIM ACTION, OR PRECEEDING AT THE CEDC'S EXPNESE BY OR THROUGH ATTORNEYS SATISFACTORY TO THE CITY. THE CEDC SHALL BEAR ALL COSTS PAID SOLELY FROM SALES TAX RESERVED FOR THE CEDC OR INSURANCE POLICIES OF THE CEDC. THIS INDEMNITY SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER ANY INSURANCE POLICY, WORKERS COMPENSATION, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 6. NOTICE.

All notices shall be writing. If mailed, any notice shall be deemed to be received three (3) days after the date of deposit in the United States mail, first-class postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

City of Celina, Texas
Attn: Jason Laumer, City Manager
142 N. Ohio Street
Celina, Texas 75009

Celina Economic Development Corporation
Attn: Kyle Rose, President
302 W. Walnut
Celina, Texas 75009

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

Section 7. PARTIES IN INTEREST.

This Agreement shall be for the sole and exclusive benefit of the City and the CEDC and shall not be construed to confer any benefit or right upon any other parties.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Celina, Texas, and the Celina Economic Development Corporation as of the _____ day of _____, 2018.

ATTEST:

Vicki Faulkner, City Secretary

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

_____, Secretary
Board of Directors

CELINA ECONOMIC DEVELOPMENT CORPORATION

_____, President
Board of Directors



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
Date: August 3, 2018
Re: Recommendation to accept proposal for the City's Bank Depository
based on evaluation of all proposals submitted by various banks

Action Requested:

Consider and act upon recommendation to accept proposal for the City's Bank Depository.
(Toutounchian)

Background Information:

The City solicited RFPs from area banks for the purpose of evaluating the next City bank depository.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Supporting Documents:

Staff Recommendation:

Approve