Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 11, 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 commercial rate setting and service contracts.

B. Discussion regarding telecommunication leases.

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

C. Discussion regarding Project Ruby.

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

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

E. Discussion regarding the acquisition of right-of-way at 12205 County Road 55, Celina, Texas.

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).

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

A. Recognition of 2025 Citizens Government Academy participants. (Kearney)

B. Presentation of the Scenic City Award. (Kleineck)

C. Battle of the Badges Presentation. (Monaco)

D. Engineering Record Award of Merit for Government/Public Buildings — Celina Police Department Headquarters. (Brawner/Cullison)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Local Business Support Program. (Satarino)

B. Discussion regarding a 2026 joint meeting with the Celina EDC. (Satarino)

C. Discussion regarding Accessory Structures Ordinance. (McAfee)

D. Discussion on the City's Logo/Brand Refresh. (Monaco)

E. Discussion on the 150th Anniversary Logo. (Monaco)

F. Discussion of the Development of the 2025 Comprehensive Emergency Management Plan and Related Agreements for Disaster Services. (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 - October 14, 2025, 5:00 p.m.

B. Consider and act upon a Resolution adopting Procurement Policy updates, repealing all conflicting policies, and providing an effective date. (Berry)

C. 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)

D. Consider and act upon an Ordinance amending Ordinance No. 2025-94 which adopted and approved the budget for fiscal year beginning October 1, 2025, and ending September 30, 2026, and make appropriations for each department, project, and account, by adopting an amended 2025-2026 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

E. Consider and act upon a Resolution renaming a section of County Road 92 to East Sunset Boulevard. (Colakovic)

F. Consider and act upon a Resolution renaming County Road 97 to North Coit Road. (Colakovic)

G. Consider and act to purchase 16 portable radios for the Police Department from Motorola through a cooperative contract with State of Texas Department of Information Resources, Contract # DIR-CPO-5433 for an amount not to exceed $106,108.31. (Cullison)

H. Consider and act to purchase ammunition and firearms for the Police Department from GT Distributors, Inc. and Precision Delta Corporation through a cooperative contract with BuyBoard #698-23 for an amount not to exceed $180,000.00. (Cullison)

I. Consider and act to purchase six (6) Axon Pro Core Bundles for the Police Department from Axon Enterprise Inc., through a cooperative contract with Buyboard, Contract #743-24, for an amount not to exceed $52,217.74. (Cullison)

J. Consider and act to purchase construction material aggregates for the Public Works Department from CJA Enterprise LLP, through an Interlocal Agreement with the City of Denton for an amount not to exceed $100,000.00. (Figueroa)

K. Consider and act to authorize a work authorization in Fiscal Year 2026 for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $75,000.00. (Glasgow)

L. Consider and act upon a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of County Road 53 across the BNSF right-of-way. (Glasgow)

M. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way, temporary grading, and drainage easements for the extension of Punk Carter Parkway. (Glasgow)

N. Consider and act on a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of Marilee Road across the BNSF right-of-way. (Glasgow)

O. 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 Ousley Park Stream Restoration Project. (Glasgow)

P. Consider and act to approve a work authorization for design services from Kimley-Horn for the Long Range Traffic Volume Projection Model covering the entire City limits in an amount not to exceed $128,000.00. (Glasgow)

Q. Consider and act upon a Resolution to purchase a right-of-way related to drainage and roadway for J Fred Smith Parkway from Louisiana Drive to Preston Road. (Glasgow)

R. Consider and act to authorize the City Manager to execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC, for property generally located at 10165 County Road 106, Celina, TX, 75009. (Kearney)

S. Consider and act upon an extension of the Preston 450 Development Agreement. (Mohan)

T. Consider and act to award RFP #2025-057 for fireworks display services to Pyro-Tex Inc., for an annual amount of $32,400.00 for a contract term not to exceed $129,600.00. (Monaco)

U. Consider and act upon an Ordinance amending the Master Fee Chart. (Owens)

V. Consider, discuss, and take action on a First Amendment to the Tax Increment Reinvestment Zone Agreement with HC Celina 414, LLC, Serenade Property, LLC, and Serenade East, LLC, to allow reimbursements for certain project costs as set forth in the Project and Finance Plans. (Stovall)

W. Consider and act to authorize vehicle repairs and maintenance through Blake Utter Ford for an amount not to exceed $60,000.00. (White)

X. Consider and act to authorize large apparatus vehicle repairs for the Fire Department from Siddons Martin through a cooperative contract with BuyBoard #746-24 for an amount not to exceed $60,000.00. (White)

Y. Consider and act to authorize vehicle repairs and maintenance through Safe Industries in an amount not to exceed $60,000.00. (White)

Z. Consider and act to purchase 12 portable radios for Fire Station No. 4 from Motorola Solutions through a State of Texas Department of Information Resources cooperative contract #DIR-CPO-5433 for an amount not to exceed $134,000.00. (White)

AA. Consider and act to authorize the purchase of firefighter protective gear through a Buyboard cooperative purchase contract #698-23 with Casco Industries in an amount not to exceed $131,000.00. (White)

BB. Consider and act to authorize the purchase of Fire Department uniforms from Webbs Uniforms, LLC, through a cooperative contract with Buyboard #773-25 for an amount not to exceed $130,000.00. (White)

CC. Consider and act to authorize the purchase of medical supplies and pharmaceuticals from Bound Tree Medical for use during emergency medical calls on a daily basis throughout the City for an amount not to exceed $120,000.00, through an Interlocal Agreement with the City of Midlothian, Contract #2020-28. (White)

DD. Consider and act to authorize the purchase of Medical Control Services through Columbia Medical Center for the amount of $56,835.00. (White)

EE. Consider and act to authorize the purchase of medical equipment and procure associated equipment services required for the safe and efficient operation of emergency medical activities throughout the City of Celina and responding jurisdictions, Purchasing Cooperative contract through Sourcewell #041823-STY through STRYKER for an amount not to exceed $1,026,643.31. (White)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately nine (9) acres; generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ), for NextGen Celina Senior Community. (McAfee)

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately nine (9) acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, and modified development standards; generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway, for NextGen Celina Senior Community. (McAfee)

C. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of an approximately 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #962612, within the Extraterritorial Jurisdiction (ETJ). (Kleineck)

D. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 232.844 acre tract of land legally described as A0211A Cowan, TR 11, OLD DCAD Sheet 1, TR #9, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described as A0211A Cowan, TR 12, OLD DCAD Sheet 1, TR #16, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52883 to Agricultural District (AG), within City limits. (Kleineck)

E. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 10.51 acre tract of land legally described as A0211A COWAN, TR 20, OLD DCAD SHT 1, TR #10, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52943 to Agricultural District (AG), within City limits. (Kleineck)

F. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 10.3 acre tract of land legally described as A0211A COWAN, TR 33, OLD DCAD SHT 2, TR #3, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52949 to Agricultural District (AG), within City limits. (Kleineck)

G. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E,4E,5E, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #84822 to Agricultural District (AG), within City limits. (Kleineck)

H. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 9.0 acre tract of land legally described as

EASTERN HILLS ESTATES LOT 3, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #191267 to Agricultural District (AG), within City limits. (Kleineck)

I. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 5.69 acre tract of land legally described as EASTERN HILLS ESTATES LOT 4, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #195307 to Agricultural District (AG), within City limits. (Kleineck)

J. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 2.0 acre tract of land legally described as A0211A COWAN, TR 12E(1), Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #254098 to Agricultural District (AG), within City limits. (Kleineck)

K. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 18.143 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 19, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #992135 to Agricultural District (AG), within City limits. (Kleineck)

L. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 4.0150 acre tract of land legally described as PRESTON 450 ADDITION, LOT 39, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P RY CO SURVEY, TRACT 18, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1584501 to Agricultural District (AG), within City limits. (Kleineck)

M. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2121068 to Agricultural District (AG), within City limits. (Kleineck)

N. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 24.086 acre tract of land legally described as ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 1, TRACT 9, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2122500 to Agricultural District (AG), within City limits. (Kleineck)

O. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 3.117 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 76, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507331; an approximately 2.715 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 77, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507332; an approximately 2.15 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 78, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507333; and an approximately 3.011 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 79, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507334 to Agricultural District (AG), within City limits. (Kleineck)

P. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 3.23 acre tract of land legally described as ABS A0779 LEVIN ROUTH SURVEY, TRACT 12, Collin County, Texas, as further identified in the

Collin Central Appraisal District as Property ID #2647903 to Agricultural District (AG), within City limits. (Kleineck)

Q. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 39.437 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 9, Collin County, Texas, as further identified in the Collin Centra Appraisal District as Property ID #2688521 to Agricultural District (AG), within City limits. (Kleineck)

R. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 8.376 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 11, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2714384 to Agricultural District (AG), within City limits. (Kleineck)

S. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 16.369 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 26, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2741350 to Agricultural District (AG), within City limits. (Kleineck)

T. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #962612. (Kleineck)

IX. ACTION ITEM:

A. Consider and act to approve a Resolution adopting the results of the Celina Economic Development Corporation and Downtown Celina's marketing and branding study. (Satarino)

B. Consider and act upon a Resolution approving and authorizing the Mayor to execute the Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances and resolving other related matters for the Cross Creek Meadows Public Improvement District (PID). (Bromiley)

C. Consider and act on a Resolution casting votes for the election of members to the Collin Central Appraisal District (CCAD) Board of Directors. (Owens)

D. Consider and act on a Resolution casting votes for the election of members to the Denton Central Appraisal District (DCAD) Board of Directors. (Owens)

X. ADJOURNMENT:

City of Celina, TX
Taxpayer Impact Statement

(Required under Texas Government Code 551.043 as amended by HB 1522, effective September 1, 2025)

This notice informs taxpayers of the impact of the adopted budget and tax rate for Fiscal Year 2025-2026, comparing what would be paid under the no-new-revenue tax rate versus the adopted tax rate.

Median Taxable Homestead Value

Prior Year (FY2024-2025)	$530,903
Current Year (FY2025-2026)	$572,562

FY2025-2026 Tax Rates

No-New-Revenue Tax Rate (FY2025-2026)	$0.559151 per $100 valuation
Adopted Tax Rate (FY2025-2026)	$0.576401 per $100 valuation

Estimated Annual Tax Bill Comparison

	TAX RATE	ESTIMATED TAX BILL
Prior Year (FY2024-2025)	$0.598168	$3,175.69
No-New-Revenue Tax Rate (FY2025-2026)	$0.559151	$3,201.49
Adopted Tax Rate (FY2025-2026)	$0.576401	$3,300.25

Calculations

➢ Prior Year Tax Bill	($530,903 ÷ 100) x $0.598168 = **$3,175.69**
➢ No-New-Revenue Tax Rate	($572,562 ÷ 100) x $0.559151 = **$3,201.49**
➢ Adopted Tax Rate Bill	($572,562 ÷ 100) x $0.576401 = **$3,300.25**

Summary

The City of Celina's adopted tax rate is $0.576401 per $100 valuation,
the average homestead owner pays approximately
$124.56 more annually compared to the previous year.

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 three (3) business days prior to the scheduled time of said meeting."

_____
Ashley Owens, City Secretary

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Economic Development
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: November 11, 2025

Agenda Item:
Discussion regarding the Local Business Support Program. (Satarino)

Background Information:
The Local Business Support Program (LBSP) establishes a collaborative initiative of the Celina Economic Development Corporation (CEDC) to strengthen the city's small business ecosystem through education, resources, and strategic partnerships. Built in alignment with the City's Strategic Plan and the CEDC's 2025–2028 Economic Development Framework, the LBSP is designed as a comprehensive "toolbox" of support services for Celina businesses—emphasizing business retention, workforce development, startup guidance, and marketing visibility. Its development involved a multi-month stakeholder committee process engaging representatives from the City Council, Chamber of Commerce, Downtown Commission, and community partners to ensure the program reflects local priorities and opportunities.

Over the course of four meetings, the committee shaped the LBSP's framework, beginning with defining its purpose and vision, then refining its four core focus areas: Business Retention & Local Spending, Workforce Support & Solutions, Business Startup & Education, and Marketing & Visibility. Participants identified needs such as workforce pipelines, startup mentoring, and improved city navigation resources, ultimately creating a cohesive program structure with measurable goals and practical tactics. The final design integrates a variety of support mechanisms, including a small business directory, one-on-one consulting, workforce partnerships with Collin and Grayson Colleges, data tools like Placer.ai and SizeUp, and marketing campaigns to strengthen Celina's local business identity.

The LBSP will begin launching in phases beginning with presentations to the EDC, Downtown Commission, City Council, and Chamber in November. The program's long-term implementation could combine city, state, and private-sector funding, leveraging grants, sponsorships, and in-kind partnerships to sustain initiatives. Through this effort, Celina will enhance its business retention

and expansion capabilities, empower entrepreneurs, and foster a thriving local economy rooted in community engagement, visibility, and shared success.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

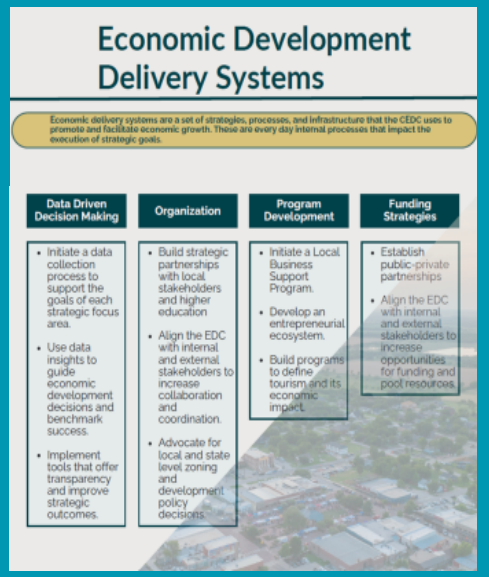
Staff Recommendation:
N/A

Local Business Support Program

Worksession
November 11, 2025

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Purpose



City Strategic Plan → EDC Strategic Framework → Strategic Focus Area → Program Development

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Development Process and Committee Framework

The LBSP was developed through a four-part stakeholder committee process (June–September 2025), engaging key partners including the Celina EDC Board, City Council representatives, Chamber of Commerce, Downtown Commission, and regional education and workforce partners.

Committee members:

Andy Hopkins, Celina City Council

Brandon Grumbles, Celina City Council

Cindy Peters, Celina Economic Development Corporation

Cody Hunter, Celina Economic Development Corporation

Audrea Weimer, Celina Downtown Commission

Rachel Baty, Celina Downtown Commission

Jim Scano, Celina Chamber of Commerce

Katie Dunn, Celina Chamber of Commerce

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Development Process and Committee Framework

The LBSP was developed through a four-part stakeholder committee process (June–September 2025), engaging key partners including the Celina EDC Board, City Council representatives, Chamber of Commerce, Downtown Commission, and regional education and workforce partners.

Meeting #1 – Foundation & Vision (June 11, 2025)

Objective: Establish the program's purpose, scope, and alignment with city and EDC goals.

Meeting #2 – Core Pillars and Early Initiatives (July 9, 2025)

Objective: Define the program's structural foundation and core areas of focus.

Meeting #3 – Program Design and Ownership (August 13, 2025)

Objective: Draft implementation roadmap and identify potential champions for each pillar.

Meeting #4 – Implementation Planning (September 10, 2025)

Objective: Finalize implementation framework, funding mechanisms, and metrics.

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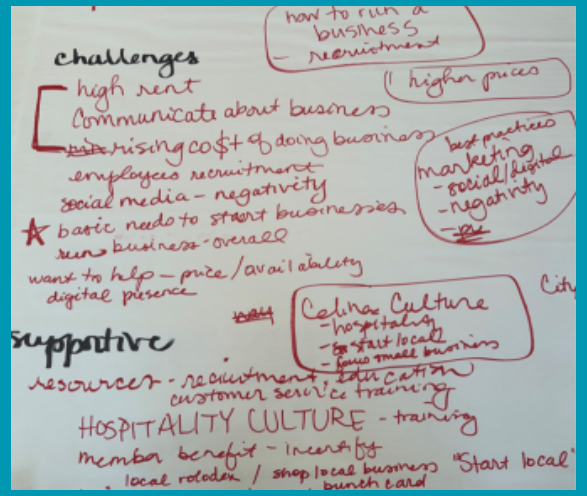
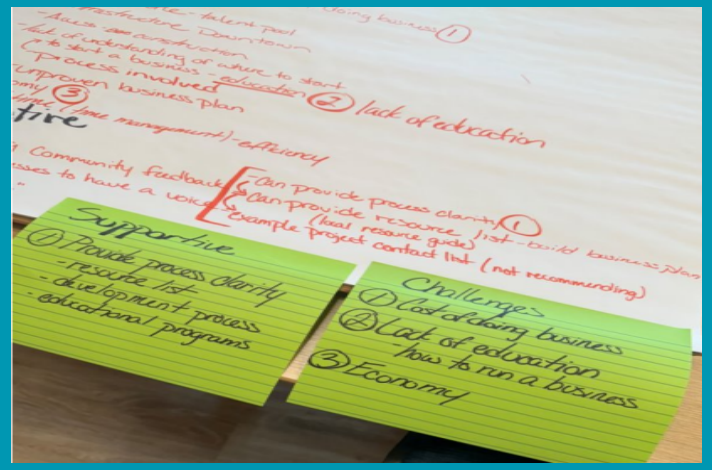
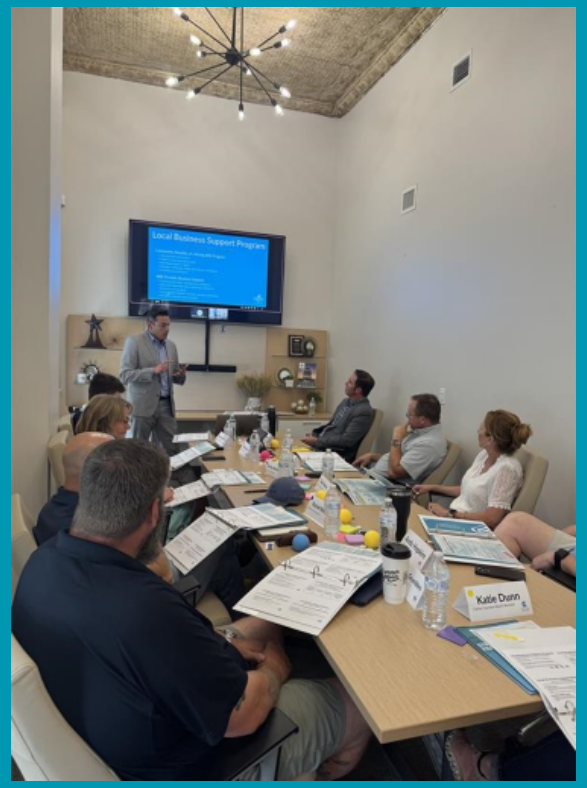
ECONOMIC DEVELOPMENT CORPORATION







- Input from local business leaders shaped a clear, data-informed roadmap for the Local Business Support Program.
- Committee feedback created a strong foundation and direction for a comprehensive, actionable program to support local businesses and entrepreneurs.
- The collaborative process produced a framework that reflects community priorities, aligns with City strategic goals, and defines the tools, partnerships, and measurable outcomes needed for long-term business growth and success.

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ECONOMIC DEVELOPMENT CORPORATION

Strategic Focus Areas

- The committee shaped the LBSP's framework, beginning with defining its purpose and vision, then refining its four core focus areas:
  - Business Retention & Local Spending
  - Workforce Support & Solutions
  - Business Startup & Education
  - Marketing & Visibility
- Participants identified needs such as workforce pipelines, startup mentoring, and improved city navigation resources, ultimately creating a cohesive program structure with measurable goals and practical tactics.
- The final design integrates a variety of support mechanisms, including a small business directory, one-on-one consulting, workforce partnerships with Collin and Grayson Colleges, data tools like Placer.ai and SizeUp, and marketing campaigns to strengthen Celina's local business identity.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Business Retention & Local Spending

Purpose Statement

Business Retention & Local Spending: Support the growth and stability of existing Celina businesses by encouraging local spending, promoting operational efficiency, and strengthening the business ecosystem through community engagement and awareness.

Goals

1. **Increase Local Spending Across the Community**
2. **Improve Business Visibility and Access**
3. **Support Operational Growth and Resiliency**
4. **Strengthen the Local Business Ecosystem**
5. **Build Community Awareness and Loyalty**

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Business Retention & Local Spending

Tactics

1. **Business Directory & Visibility:**
   Maintain a robust BluDot-powered directory and explore print/digital "Celina Trail" maps.

2. **Community Branding & Loyalty Campaigns**
   Launch a "Keep Celina Thriving" campaign modeled after Austin's "Keep Austin Weird" to promote local pride and shopping local. Introduce a recognition campaign such as #MyCelinaBusiness to spotlight owners through signage, interviews, and social shares.

3. **Business Coaching**
   Partner with vetted coaches for 1-on-1 consulting sessions to address business planning, marketing, and expansion strategies.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Workforce Support & Solutions

Purpose Statement

Identify workforce gaps in Celina and support local businesses in attracting, training, and retaining skilled employees by building a stronger talent pipeline and increasing job readiness across the community.

Goals

1. **Identify Workforce Needs and Gaps**
2. **Build a Local Talent Pipeline**
3. **Increase Visibility of Local Employment Opportunities**
4. **Support Job Seekers with Tools and Guidance**
5. **Equip Employers to Attract and Retain Talent**

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Workforce Support & Solutions

Tactics

1. **Education & Workforce Partnerships**
   - **Build strong collaborations with Collin College, Grayson College, and Celina ISD to develop programs aligned with business needs, including trade skills, licensing, and certifications.**
   - **Expand hands-on learning opportunities such as internships, apprenticeships, and business-to-classroom engagement.**
   - **Ensure curricula are aligned with local industry demand to grow Celina's skilled workforce.**

2. **Data-Driven Workforce Strategy**
   - **Partner with or hire staff to analyze Texas Workforce Commission data and identify gaps.**
   - **Validate findings through surveys to businesses and residents, then host industry-specific roundtables to hear firsthand needs.**
   - **Compile this into a Celina Workforce Playbook for employers and job seekers, drawing inspiration from Frisco's employer roundtable model.**

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Workforce Support & Solutions

Tactics

3. **Local Job Board**
   - Develop a branded “Work in Celina” job board hosted jointly by the EDC and Chamber.
   - Integrate with social media, partner sites, and offer employer training on posting and promotion.

4. **Celina-Only Job Fair**
   - Organize a local hiring event exclusively for Celina businesses, increasing visibility for local employment opportunities and fostering direct connections between residents and employers

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Business Startup & Education

Purpose Statement

Support aspiring entrepreneurs and start-ups preparing to invest in Celina by providing resources that build long-term success.

Goals

1. **Create Opportunities to Test and Refine Ideas**
2. **Offer Business Counseling and Ongoing Education**
3. **Simplify Access to Tools and Guidance**
4. **Help Entrepreneurs Navigate the Path from Concept to Launch**

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Business Startup & Education

Tactics

1. **Incubator Space & Testing Platforms**
   - Explore shared-use kitchen concepts, incubator spaces, and structured test markets at Friday Night Market or other downtown venues.

2. **Online Startup Portal**
   - Create a centralized Celina Start-Up Playbook/Portal with step-by-step guidance, checklists, templates, and local partner contacts.

3. **Personalized Consulting & Ongoing Education**
   - Provide 1-on-1 consulting, mentorship circles, and quarterly small business planning days.
   - Host ongoing workshops on compliance, branding, and growth strategies.

4. **Business Launch Playbook & Milestone Tracking**
   - Develop a “From Idea to Open” roadmap with celebratory benchmarks for new business launches.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Marketing & Visibility

Purpose Statement

Help Celina small businesses elevate their presence through authentic branding, compelling storytelling, strategic promotion, and a strong workplace culture—what we call their VIBE.

Goals

1. **Equip Businesses to Define and Communicate Their Brand**
2. **Strengthen Authentic Messaging and Targeted Promotion**
3. **Enhance Online and In-Person Visibility**
4. **Build Recognition and Relationships Across the Community**

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Marketing & Visibility

Tactics

1. **Brand Development Bootcamp**
   - Launch a quarterly “VIBE Lab” or branding bootcamp to help businesses define their story, value proposition, and elevator pitch.

2. **Branded Content Kits**
   - Provide content templates and guides to help businesses produce consistent, professional marketing aligned with seasonal and local trends.

3. **Celina Hidden Gems Campaign**
   - Highlight non-downtown or low-visibility businesses through coordinated promotions and cross-marketing.

4. **Business Storytelling**
   - Facilitate a “Stories from Celina” media project connecting businesses with local creatives for video and photo storytelling.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Next Steps

Stakeholder Committee Presentations:

• Celina Economic Development Corporation	November 4
• Downtown Commission	November 6
• Celina City Council	November 11
• Celina Chamber of Commerce	November 13

The LBSP will launch in phases beginning November 2025, with presentations to the EDC, Downtown Commission, City Council, and Chamber. The program's long-term implementation will combine city, state, and private-sector funding, leveraging grants, sponsorships, and in-kind partnerships to sustain initiatives. Through this effort, Celina will enhance its business retention and expansion capabilities, empower entrepreneurs, and foster a thriving local economy rooted in community engagement, visibility, and shared success.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

CELINA
COMMUNITY
DEVELOPMENT

Life Connected.

Economic Development
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: November 11, 2025

Agenda Item:
Discussion regarding a 2026 joint meeting with the Celina Economic Development Corporation (EDC). (Satarino)

Background Information:
The purpose of this joint meeting is to support continued alignment between the City Council and the Celina Economic Development Corporation on shared priorities and long-term economic development goals. Staff is seeking feedback on what topics Council would like to discuss, and below is a draft agenda with possible items for consideration:

• Downtown Celina: Current initiatives related to downtown organization, partnerships, and long-range planning, as well as considerations for future strategies that support continued growth, business vitality, and an enhanced destination experience.

• Target Industry Study: Evaluation of market demand, industry timing, and Celina's competitive positioning, along with strategies to attract and support key target industries over the next decade, including alignment of land use and zoning along the Dallas North Tollway with long-term economic development objectives.

The workshop will conclude with an open discussion to allow Council and the EDC to exchange feedback, confirm priorities, and provide direction to guide next steps and future coordination.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

Discussion Regarding a 2026 Joint Meeting with the Celina EDC

Worksession

November 11, 2025

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Joint CEDC/City Council Meeting

Agenda (Draft) – **February 9, 2026 4pm to 6pm**

1. Welcome and Opening Remarks

Overview of joint priorities and areas of coordination between City Council and the EDC.

2. Downtown Celina – Strategic Alignment and Next Steps

Discussion on the continued evolution of Downtown Celina as a key community and economic asset.

Review of ongoing efforts related to organization, partnerships, and long-term planning to support downtown's growth and vitality.

3. Target Industry Analysis and Corridor Strategy

Presentation on the EDC's upcoming consultant-led Target Industry Study.

- The study will build on last year's joint workshop by evaluating market demand and timing for Celina's identified target industries.
- It will outline specific strategies the City can use to position itself for these industries over the next decade.
- A key component of this work will include aligning land use and zoning policies along the Dallas North Tollway with the City's long-term economic objectives.

4. Discussion and Direction

Council and EDC dialogue on coordination, priorities, and next steps

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Questions?

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

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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: November 11, 2025

Agenda Item:
Discussion regarding Accessory Structures Ordinance. (McAfee)

Background Information:
The maintenance of existing Ordinances is considered routine in order to maintain a healthy and functional regulatory framework. The current accessory structure standards were adopted in 2019. This update is intended to establish minimum standards for accessory structures to enhance property values and quality of life.

Accessory structures include storage sheds, outdoor kitchens, pools, and other installations typically associated with backyard living. In contrast to many of the development-related codes and regulations, the Accessory Structure Ordinance impacts existing residents wanting to further invest in their property. Often, the Ordinance is read by a homeowner prior to contacting a contractor, so over time, the Ordinance has received a lot of feedback in terms of how to make it more clear, easier to understand, and eliminate any contradictory regulations. Staff routinely invites responses from those using an Ordinance to gauge its effectiveness and to also help understand what might need improved language, additional clarity, or erroneous information corrected.

The redline proposes to simplify the Ordinance, without sacrificing its effectiveness, nor reducing its impact. The existing Ordinance contains many redundant sections, which not only adds confusion to how it's administered, but also creates the opportunity for contradictory passages, which adds difficulty to the process for the resident, contractor, and staff. Important to note, the Building Code contains most of the regulations that govern new installations, and those regulations associated with framing, electrical, mechanical, plumbing, and other safety related items are not proposed for revision. The Accessory Structures Ordinance, in contrast, is a part of the Zoning Ordinance, so its purpose is less safety related and more aesthetic or functional in nature.

Many of the proposed revisions eliminate redundant passages within the existing Ordinance, which has been the most recurring feedback from residents and contractors. Additional updates were identified by plan review staff and the City Attorney's office as being practical improvements to the Ordinance to help it perform better. The goal is to offer an effective and good regulatory framework that is easy to understand and easy to administer, and the proposed Ordinance revisions, compiled through no fewer than eight (8) internal meetings over three (3) months between Building, Permitting, and Planning, help accomplish that objective.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Draft Zoning Ordinance
3. Draft Zoning Ordinance - Redline

Financial Consideration:
N/A

Staff Recommendation:
N/A

ACCESSORY STRUCTURES

ORDINANCE UPDATE

City Council – Work Session
November 11, 2025

BACKGROUND

- Maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework
- Accessory structure standards were adopted with the 2019 rewrite of the Zoning Ordinance
- Intended to establish minimum standards for accessory structures to enhance property values and quality of life
- Updates based on years of feedback from contractors asking for less confusing regulations

TIMELINE

- ~~October P&Z – discussion~~
- November Council – discussion
- December P&Z – public hearing
- January Council – public hearing & adoption

BASICS OF ACCESSORY STRUCTURE STANDARDS

- Structures must meet setback and dimensional requirements
- Structures must be incidental to the primary use
- Permit required for any structure over 120 square feet
- Focused on residential uses, not commercial
- Mostly impacts Estate residential and Downtown lots, as HOAs generally regulate accessory structures through CC&Rs

PROPOSED REVISIONS

- The redline of proposed changes is in the packet
- Clarified internal policy where possible to improve customer service and understanding
- Eliminated platitude-type language that did not add value or could not be enforced
- Eliminated redundant and contradictory language for setbacks, height, and architectural standards
- Simplified and consolidated standards

PROPOSED REVISIONS

General Development Standards for Accessory Buildings.

ARTICLE III, TABLE 3 Standards for Accessory Buildings MAXIMUM NUMBER, TYPE, AND SQUARE FOOTAGE PER LOT SIZE in RESIDENTIAL DISTRICTS			
	Less than one acre	~~One acre or greater, but less than~~1 ~~-~~3 acres	~~T~~Gh~~ree acres or g~~reater than 3 acres
Max number of accessory structures	~~2~~3	~~3~~5~~, plus barn~~	No limit
Max square footage of all accessory structures	600 or 25% of house square footage, whichever is greater	84,000	25~~10~~,000
~~Max height of accessory structures, measured at eave of structure (other than barns)~~	~~10 feet~~	~~16 feet~~	~~20 feet~~
~~Barns allowed (includes other agricultural structures)~~	~~No~~	~~Yes~~	~~Yes~~
~~Max square footage of barns~~	~~N/A~~	~~4,000~~	~~10,000~~
~~Max height of barns (at ridge line)~~	~~N/A~~	~~35 feet~~	~~35 feet~~

PROPOSED REVISIONS

- Height to follow base zoning
- Barns & other specific structure types consolidated within the universal accessory structure guidelines
- Architectural standards simplified and revised to meet state law
- Setbacks simplified for structures attached to the primary building, detached, and detached exceeding 250 SqFt

P&Z DISCUSSION

- The Commission did not have any concerns with the proposed revisions, and expressed that they were glad the ordinance was receiving an update

NEXT STEPS

- ~~October P&Z – discussion~~
- ~~November Council – discussion~~
- December P&Z – public hearing
- January Council – public hearing & adoption

Section 14.01.115 …… Zoning Ordinance Definitions

Accessory Structure. Any structure, either attached or detached from the main building, the use of which is incidental to that of the main structure and located on the same lot. Accessory structures include, but are not limited to, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire enclosures, trellis, ground mounted solar panels/devices, and structures/sheds or the like. A permit is required for accessory structures. (See Section 14.03.201 *Accessory Uses, General Information & Regulations* and Section 14.03.202 *Accessory Uses, Specific Accessory Structures*, respectively, for regulations)

Section 14.01.306 …… Site Plan Approval.

(a) ***Applicability***. Site plan review is required for non-residential development, multi-family development having four (4) or more dwelling units, mobile home parks, parking lot development (reconstruction and reconfiguration), and as otherwise required by the Director. Site plan approval is required prior to issuance of a building permit in order to ensure compliance with all provisions of the Zoning Ordinance, the Comprehensive Plan, the Thoroughfare Plan, and other applicable ordinances of the City of Celina.

Section 14.02.405 ……. AG, Agricultural Zoning District.

(a) ***Height & Area Regulations***. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in Agricultural district shall be as follows:

(1) Setback for agricultural buildings. Agricultural accessory structures that contain livestock shall be set back from any single-family district a minimum of 100 feet.

(b) ***Other Applicable Regulations***.

(1) Agricultural fencing. If livestock (animals typically kept in pastures and/or stables and not in the home), then the restriction for fencing within the front yard setback shall not apply. Barbed wire is allowed on undeveloped land and for containment of livestock, but shall be removed at time of development. (see Article 14.04, Part Three, *Screening Walls & Fencing*).

Section 14.03.201 …… General Information and Regulations for Accessory Structures.

(a) ***Definition***. An accessory building is defined as any structure, either attached or detached from the main dwelling or commercial building, the use of which is incidental to that of the main structure and located on the same lot. Accessory structures include, but are not limited to, detached garages and carports, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire-pits, sheds, ground mounted solar panels/devices, and other enclosures. Agricultural accessory buildings include barns, stables, coops, or any enclosure designed to accommodate farming or ranching supplies, livestock, or fowl. Fences are not included in this definition of "accessory structure."

(b) ***Permit Required***. An accessory structure that is less than or equal to 120 square feet (approximately 10' X 12') in size shall not be required to obtain a building permit, but shall meet all height and setback requirements of this article. An accessory structure that is greater than 120 square feet in size OR any size structure that is attached to the main building shall be required to have a building permit, be inspected by the City, and meet the requirements of this article. Any installation that involves trade related construction (M.E.P.) requires a building permit.

(c) ***General Provisions***.

(1) Attached structures. Any enclosed structure that is attached to the principal building shall be considered an addition and shall comply with all the requirements for the principal structure, unless otherwise provided herein.

(2) Detached structures. Detached structures shall comply with the requirements set out in this article and may not be located in the front yard or between the primary structure and any street.

(3) Residential Fences. The smooth side of residential wooden fences must face outward with the posts on the inside.

(4) Easements. Accessory buildings shall not be located within or over an easement or right-of-way, unless approved in writing by the holder of the easement.

(5) Not allowed in front yard. Accessory structures shall not be located in the front yard area. This excludes temporary uses such as basketball hoops, bike, or skateboard ramps, or other moveable recreational devices. However, any such device shall be located entirely within the boundaries of the private property and shall not be placed in the right-of-way, the street, the sidewalk, or the parkway (defined as the grassy area between the sidewalk and the curb).

(6) Utility lines. All associated service and utility lines shall be buried.

(7) Commercial Operations. Accessory structures shall abide by the land uses allowed in the base zoning district. Commercial uses are not allowed in accessory structures and must occupy permanent structures.

(8) Approval. Building permits are approved by Building Services.

(d) ***General Development Standards for Accessory Buildings***.

ARTICLE III, TABLE 3
Standards for Accessory Buildings
MAXIMUM NUMBER, TYPE, AND SQUARE FOOTAGE PER LOT SIZE in RESIDENTIAL DISTRICTS

	Less than one acre	1-3 acres	Greater than 3 acres
Max number of accessory structures	3	5	No limit
Max square footage of all accessory structures	600 or 25% of house square footage, whichever is greater	8,000	25,000

(e) ***Architectural Standards for Accessory Buildings***.

(1) Permanent and/or engineered foundations may be required per the adopted International Code.

(2) Accessory structures less than 600 square feet shall be constructed of any material allowed and regulated in the International Building Code adopted by the City, and as amended.
(3) Accessory structures that are 600 square feet or greater shall generally match the exteriors of the main structure in terms of building materials, percentages of materials, and color.
(4) Detached garages 250 square feet or greater shall generally match the exteriors of the main structure in terms of building materials, percentages of materials, and color.
(5) All accessory structures shall be muted shades of color that are subtle, neutral, or earthen tones.
(6) Greenhouses may be constructed of glass, opaque plastic, and other all-weather material as listed in the adopted International Building Code;
(7) Residential lots platted prior to 2018 are exempt from architectural standards applying to accessory structures, as are green houses, barns, and other valid agricultural use.

(f) ***Setback & Siting Regulations for Accessory Structures***.
(1) No accessory structures shall be located in front yards and may not be located between the primary structure and the street.
(2) Accessory structures that are attached to the primary building shall observe the following setbacks:
a. Side yard setbacks shall abide by the setback of the governing zoning district.
b. Rear yard setback shall be five (5) feet
(3) Detached accessory structures in residential zoning districts shall observe the following setbacks:
i. Typical setback shall be three (3) feet from all property lines.
ii. Side yard at corner setback shall be fifteen (15) feet from the property line.
iii. When a structure exceeds 250 square feet, a five (5) foot setback from all property lines applies.

Section 14.03.202 …… Regulations for Specific Accessory Structures.

These regulations supersede any general regulations listed in Section 14.03.201. However, if a standard is not specifically mentioned in the regulations, below, then the regulations stated in Section 14.03.201 apply. Building permits for the accessory structures listed below are approved by the Building Official.

(a) ***Accessory Dwelling Unit (ADU) Regulations***.
(1) An ADU is defined as a subordinate building/structure intended for habitation. ADUs shall not be permitted without a main building or primary use in existence and are subject to zoning district regulations.
(2) ADUs are prohibited in all zoning districts other than the AG, Agricultural zoning district, SF-E, Single-Family Estate zoning district, or Downtown Code zoning district.
(3) An ADU may not be sold separately from sale of the entire property, including the primary residential structure;
(4) Utility services shall be metered by the same meter as that which serves the main structure on the premises;
(5) ADUs shall abide by the same setback and height as accessory structures.
(6) ADUs shall abide by Section 14.04.107, Design Standards for Residential Structures.
(7) The total conditioned square footage of an ADU shall not exceed the square footage of the primary dwelling. An ADU may be attached to or separate from the main dwelling;
(8) Only one ADU shall be allowed on any lot, and the ADU shall be clearly incidental to the primary residential structure.
(8) The exterior facades of an ADU shall be consistent with the exteriors of the main structure in terms of building materials, percentages of materials, and color.

(b) ***Commercial Accessory Structure Regulations***.
(1) All structures located in non-residential, commercial, office, retail, industrial, and multi-family zoning districts, and structures associated with such land uses, are considered permanent, commercial buildings and shall obtain all necessary permits and inspections and abide by all applicable codes and masonry regulations.
(2) Modular storage units, portable on demand storage containers, donation bins, kiosks or stands, cargo containers, and drop-off bins/trailers are considered accessory structures, if permanent. Temporary

structures shall be visually mitigated by being placed outside of setbacks, generally behind the primary structure, outside of required parking and fire lanes, and only in association with seasonal needs or grand openings. The overall number of containers shall be limited to two (2) per lot, unless the scope of the commercial activity requires additional containers to be considered by staff.

(3) Accessory structures with pervious roofs, such as decorative pergolas or arbors, may be constructed with fire-treated and rot-resistant wooden or comparable material.

(4) Structures attempting to satisfy shade structure requirements shall utilize a solid, standing seam metal roof.

(5) Columns shall be encased in masonry that matches the primary building.

(c) ***Patios & Flatwork Regulations (Concrete or Pavers).***

(1) All patios, grading, and other residential flatwork require a building permit. Depending upon the scope of the work, a drainage plan may also be required.

(2) All new parking, drives, and approaches shall be constructed with concrete to the City's engineering design criteria;

(3) Any foundation or slab greater than 200 square feet shall be drawn to City standards and may require an engineer's seal;

(4) Flatwork shall be set back a minimum of three (3) feet from any property line. Flatwork for AC units, trashcans, walkways, pool equipment, or similar installations may be reduced to two (2) feet from the side property line

(5) Flatwork is not allowed in the front yard area, unless the flatwork is for a driveway for a front-loading garage or a lead walk serving the house. This shall not be interpreted to allow for enlarged driveways, whose width should match the width of the enclosed garage and not be expanded into the side yard setback. J-swing garages shall also be accommodated;

(6) Nothing within this section allows the creation of a drainage hazard or issue, and all flatwork shall be sloped or graded to drain according to original civil design; and

(7) Paving is limited to twenty percent (20%) of total lot coverage, including the driveway but not including any patio, walkway, pool deck, sports courts or other paved feature.

(d) ***Swimming Pools, Spas, & Hot Tub Regulations***.

(1) Shall not be located in the front yard area;

(2) Any in-ground installation shall be a minimum five (5) feet from any property line, retaining wall, and buildings. Anything closer than five (5) feet will require an engineered plan or meet the requirements of the International Pool and Spa Code as adopted with amendments.

(3) Associated decking or flatwork shall be a minimum three (3) feet from any property line.

(e) ***Temporary Building Regulations.***

(1) Churches, cities, and public schools, regardless of the zoning district, may have a maximum of five (5) portable or modular buildings at any given time that are secondary to the primary facilities.

(2) Portable or modular buildings utilized by churches, cities, and public schools are exempt from the Architectural Standards listed in this Article.

(3) The siting of temporary buildings shall be selected to minimize visibility from the public right-of-way.

(4) Skirting for the temporary building is required, as is concrete pedestrian access, in addition to any required ramps.

(5) A stabilizing foundation in compliance with the approved building code shall be provided or appropriate tie-down systems, as approved by the Fire Department.

(6) All buildings shall be perpetually maintained and repaired in a safe, reasonably attractive condition by the property owner in a manner that protects against the elements, is structurally safe, and corrects any visual ills or other problems.

Section 14.03.501 …… The following temporary land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, Conditions Required, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit.

(b) Construction Yard or Field Office Regulations, Temporary.

(1) A “field office” is defined as a temporary building or structure used in connection with a development or construction project.

(2) A “construction yard” is associated with a field office and contains equipment and/or vehicles necessary for construction.

(3) A “sales office” is defined as a temporary building or structure that is open to the public and must provide ADA access and paved parking.

(4) Electrical connections shall be supplied by overhead or underground access – no open wiring lying directly on the ground shall be allowed.

(5) The Director shall determine whether or not the proposed location is appropriate and setbacks have been observed.

(6) The Director shall determine whether the requested timeframe is appropriate.

i. Temporary permits for "temporary buildings" shall be issued for a period of time not to exceed 18 months.

ii. Extensions may be granted only by the Director.

Section 14.01.115 …… Zoning Ordinance Definitions

Accessory Structure. Any structure, either attached or detached from the main building, the use of which is incidental to that of the main structure and located on the same lot. Accessory structures include, but are not limited to, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire enclosures, trellis, ground mounted solar panels/devices, and structures/sheds or the like. A permit is required for ~~many~~ accessory structures. (See Section 14.03.201 *Accessory Uses, General Information & Regulations* and Section 14.03.202 *Accessory Uses, Specific Accessory Structures*, respectively, for regulations)

~~*Accessory Structure, Agricultural Use.* A structure located on an active farm, ranch, or orchard in which livestock, feed, equipment, vehicles, or accessories necessary for the running of the business are kept, including but not limited to, barns, silos, sheds, and exercise pavilions.~~

~~*Barn.* A structure intended for storage of products, equipment, and supplies related to the production of livestock and farming. (See Section 14.03.202(b), *Barns & Farm Accessory Structure Regulations*)~~

Section 14.01.306 …… Site Plan Approval.

(a) ***Applicability***. Site plan review is required for non-residential development, multi-family development having four (4) or more dwelling units, mobile home parks, parking lot development (reconstruction and reconfiguration), ~~non-public agricultural buildings, and residential accessory structures,~~ and as otherwise required by the Director. Site plan approval is required prior to issuance of a building permit in order to ensure compliance with all provisions of the Zoning Ordinance, the Comprehensive Plan, the Thoroughfare Plan, and other applicable ordinances of the City of Celina.

Section 14.02.405 ……. AG, Agricultural Zoning District.

(a) ***Height & Area Regulations***. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in Agricultural district shall be as follows:

(1) Setback for agricultural buildings. Agricultural accessory structures that contain livestock shall be set back from any single-family district a minimum of 100 feet.

(b) ***Other Applicable Regulations***.

(1) Agricultural fencing. If livestock (animals typically kept in pastures and/or stables and not in the home), then the restriction for fencing within the front yard setback shall not apply. Barbed wire is allowed on undeveloped land and ~~Fences suitable~~ for containment of livestock, but shall be removed at time of development. ~~(but not barbed wire or razor wire) shall be allowed along the property boundary~~ (see Article 14.04, Part Three, *Screening Walls & Fencing*). ~~Notwithstanding the above, barbed wire fencing may be allowed on undeveloped tracts of land over three (3) acres in size to contain livestock.~~

Section 14.03.201 …… General Information and Regulations for Accessory Structures.

(a) ***Definition***. An accessory building is defined as any structure, either attached or detached from the main dwelling or commercial building, the use of which is incidental to that of the main structure and located on the same lot. Accessory structures include, but are not limited to, detached garages and carports, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire-pits, sheds, ground mounted solar panels/devices, and other enclosures. Agricultural accessory buildings include barns, stables, coops, or any enclosure designed to accommodate farming or ranching supplies, livestock, or fowl. Fences are not included in this definition of "accessory structure."

(b) ***Permit Required***. An accessory structure that is less than or equal to 120 square feet (approximately 10' X 12') in size shall not be required to obtain a building permit, but shall meet all height and setback requirements of this article. An accessory structure that is greater than 120 square feet in size OR any size structure that is attached to the main building shall be required to have a building permit, be inspected by the City, and meet the requirements of this article. Any installation that involves trade related construction (M.E.P.) requires a building permit.

~~(c) ***Allowed Accessory Buildings***. Allowed accessory uses are listed in the requirements for each zoning district provided for by this Chapter. However, in general, no commercial uses are allowed in an accessory building. In addition, an accessory structure may only be used for dwelling purposes in the AG, Agricultural, SF-E, Single Family Estate, or OT, Downtown zoning districts and in no case may be rented to a person other than a family member or permanent member of the household staff.~~

(~~d~~c) ***General Provisions***.

~~(1)~~ Attached structures. Any enclosed structure that is attached to the principal building shall be considered ~~a part thereof~~an addition and shall comply with all the requirements for the principal structure, unless otherwise provided herein. ~~Unenclosed structures, such as patio covers and gazebos, may encroach into the rear and side yard setback so long as a five (5) foot setback is maintained from all property lines.~~

(1)

(2) Detached structures. Detached structures shall comply with the requirements set out in this article and may not be located in the front yard or between the primary structure and any street.

(3) Residential Fences. The smooth side of residential wooden fences must face outward with the posts on the inside.

(4) Easements. Accessory buildings shall not be located within or over an easement or right-of-way, unless approved in writing by the holder of the easement.

~~(5) Prohibited storage. Containerized storage, cargo storage, and/or trailer storage shall not be permitted. Notwithstanding the above, temporary storage pods may be placed within a private driveway (but not blocking any portion of the right-of-way or sidewalk) for a period not to exceed seven (7) days for the purposes of loading or unloading furnishings or other goods.~~

~~(6)~~(5) Not allowed in front yard. Accessory structures shall not be located in the front yard area. This excludes temporary uses such as basketball hoops, bike, or skateboard ramps, or other moveable recreational devices. However, any such device shall be located entirely within the boundaries of the private property and shall not be placed in the right-of-way, the street, the sidewalk, or the parkway (defined as the grassy area between the sidewalk and the curb).

(6) Utility lines. All associated service and utility lines shall be buried.

(7) Commercial Operations. Accessory structures shall abide by the land uses allowed in the base zoning district. Commercial uses are not allowed in accessory structures and must occupy permanent structures.

(8) Approval. Building permits are approved by ~~the Building Official~~Building Services.~~, following review and approval of the site plan by the Director of Development Services, as applicable~~.

(~~e~~d) ***General Development Standards for Accessory Buildings***.

ARTICLE III, TABLE 3 Standards for Accessory Buildings MAXIMUM NUMBER, TYPE, AND SQUARE FOOTAGE PER LOT SIZE in RESIDENTIAL DISTRICTS			
	Less than one acre	~~One acre or greater, but less than~~1~~-~~3 acres	~~T~~Gh~~ree acres or g~~reater than 3 acres
Max number of accessory structures	~~2~~3	~~3~~5~~, plus barn~~	No limit
Max square footage of all accessory structures	600 or 25% of house square footage, whichever is greater	~~8~~4,000	25~~10~~,000
~~Max height of accessory structures, measured at eave of structure (other than barns)~~	~~10 feet~~	~~16 feet~~	~~20 feet~~
~~Barns allowed (includes other agricultural structures)~~	~~No~~	~~Yes~~	~~Yes~~
~~Max square footage of barns~~	~~N/A~~	~~4,000~~	~~10,000~~
~~Max height of barns (at ridge line)~~	~~N/A~~	~~35 feet~~	~~35 feet~~

(~~f~~e) ***Architectural Standards for Accessory Buildings***. ~~(barn structures and greenhouses excluded – see Section 14.03.202 (b) and (f), for specific regulations related to barns and greenhouses, respectively).~~

~~(1) Permits are required for all accessory structures that are greater than 120 square feet.~~

(1) Permanent and/or engineered foundations may be required per the adopted International Code.

~~(2) Accessory structures less than or equal to 120 square feet are not subject to architectural standards for exterior materials, but shall be properly anchored to the ground per the International Residential Code (IRC).~~

~~(3)~~(2) ~~Accessory structures that are between 121 and 200~~ 600 square feet shall be constructed of ~~wood, treated engineered wood, metal, cementitious fiberboard, brick, stone, or stucco. Materials from the approved list may be combined.~~any material allowed and regulated in the International Building Code adopted by the City, and as amended.

~~(4) Accessory structures that are between 201 and 600 square feet shall be constructed of treated engineered wood, cementitious fiber board, brick, stone, or stucco that blend and compliment the main structure. In addition, accessory structures between 201 and 600 square feet shall incorporate a brick or stone wainscot (36" in height for structures ≤ 12 feet in height; 48" in height for structures >12 feet in height, measured at the eave) in an exterior material that is generally similar to or blends with the masonry material of the main structure, if applicable. Materials from the approved list may be combined.~~

(3) Accessory structures that are ~~greater than~~ 600 square feet or greater shall generally match the exteriors of the main structure in terms of ~~types of~~building materials, percentages of materials, and color.

~~(5)~~(4) Detached garages 250 square feet or greater shall generally match the exteriors of the main structure in terms of building materials, percentages of materials, and color.

(5) All accessory structures shall be muted shades of color that are subtle, neutral, or earthen tones.

(6) Greenhouses may be constructed of glass, opaque plastic, and other all-weather material as listed in the adopted International Building Code;

~~(7) earth tones in color.~~

~~(8)~~(7) ~~Metal buildings require raised or standing seams, minimum 26" gauge, corner trim, pre-installed, baked-in finish that cannot be bold colors.~~Residential lots platted prior to 2018 are exempt from architectural standards applying to accessory structures, as are green houses, barns, and other valid agricultural use.

(~~g~~f) ***Setback & Siting Regulations for ~~Most~~ Accessory Structures***.

(1) No accessory structures shall be located in front yards and may not be located between the primary structure and the street.

(2) Accessory structures that are attached to ~~a residence or non-residential~~ the primary ~~-~~building shall observe the following setbacks:

a. ~~abide by the s~~Side~~ide and rear~~ yard setbacks shall abide by the setback of the governing zoning district.

~~a.~~b. Rear yard setback shall be five (5) feet

~~(2)~~(3) Detached accessory structures in residential zoning districts shall observe the following ~~side yard~~ setbacks:

i. Typical ~~side yard~~ setback shall be three (3) feet from all property lines.

ii. Side yard ~~setback when also facing a street~~at corner setback shall be fifteen (15) feet from the property line.

~~ii.~~iii. When a structure exceeds 250 square feet, a five (5) foot setback from all property lines applies.

~~(4) Detached accessory structures in residential zoning districts shall observe the following rear yard setbacks:~~

~~i. Rear yard setback shall be three (3) feet for structures that are <250 square feet in size, no greater than eight (8) feet at the eave line, and screened from the alley or adjacent property by a solid fence.~~

~~i. Rear yard setback shall be five (5) feet for structures that are ≥250 square feet in size OR that do not meet the height or fence requirement cited above.~~

~~ii. setback as the main structure in the governing zoning district.~~

Section 14.03.202 …… Regulations for Specific Accessory Structures.

~~(a)~~ These regulations supersede any general regulations listed in Section 14.03.201. However, if a standard is not specifically mentioned in the regulations, below, then the regulations stated in Section 14.03.201 apply. Building permits for the accessory structures listed below are approved by the Building Official~~, following review of the regulations specified for each type of accessory structure and approval of the site plan by the Director of Development Services, if applicable.~~

(a) ***Accessory Dwelling Unit (ADU) Regulations***.

(1) An ADU is defined as a subordinate building/structure intended for habitation. ADUs shall not be permitted without a main building or primary use in existence and are subject to zoning district regulations.

(2) ADUs are prohibited in all zoning districts other than the AG, Agricultural zoning district, SF-E, Single-Family Estate zoning district, or ~~OT,~~ Downtown Code zoning district. ~~In these districts, ADUs shall be allowed as an incidental residential use of a primary residential structure, located on the same lot as the primary residential structure, may be occupied only by the residents or guests of the primary residential structure, and shall meet the standards listed herein.~~

(3) An ADU may not be sold separately from sale of the entire property, including the primary residential structure~~, and shall not be rented or sublet~~;

~~(4) An ADU is not permitted without the primary residential structure;~~

~~(5)~~(4) Utility services shall be metered by the same meter as that which serves the main structure on the premises~~, unless otherwise allowed by the Building Official~~;

(5) ADUs shall abide by the same setback and~~,~~ height~~, and architectural regulations~~ as ~~detached garages~~accessory structures~~, except that the rear yard setback shall be twenty (20) feet;~~.

(6) ADUs shall abide by Section 14.04.107, Design Standards for Residential Structures.

(7) The total conditioned square footage of an ADU ~~is limited to 800 square feet for lots that are less than one-half (½) acre in size. Lots that are one-half (½) acre or greater in area may construct an ADU up to 1,200 square feet if all other regulations are met~~shall not exceed the square footage of the primary dwelling. An ADU ~~shall be constructed to the rear of the primary residential structure, and~~ may be attached to or separate

from the main dwelling ~~(note that ADUs that are attached to the main structure that cause the overall structure to be greater than the threshold set by the Fire Codes may require the entire structure to be sprinklered)~~;

~~(8) No ADU or living quarters shall be used or occupied as a place of abode or residence by anyone other than a family member or guest of the owner/occupant of the primary residential structure or a bona fide caretaker, servant or farm worker actually and regularly employed by the landowner or occupant of the main building; and~~

~~(9)~~(8) Only one ADU~~, including a garage ADU, or servant's/caretaker's quarters,~~ shall be allowed on any lot, and the ADU shall be clearly incidental to the primary residential structure.

(8) The exterior facades of an ADU shall ~~be constructed of a masonry material (brick, stone, stucco) or materials that are generally similar to the materials, percentages, and colors~~ be consistent with the exteriors of the main structure in terms of building materials, percentages of materials, and color.
~~used on the main building or structure.~~

~~(b) ***Barns & Farm Accessory Structure Regulations***.~~

~~(1) Barns are not allowed on lots that are less than one (1) acre in size.~~

~~(1) All farm accessory structures greater than 120 square feet in area require a building permit.~~

~~(2) The site on which a barn is proposed shall be currently classified and in operation as an agricultural enterprise.~~

~~(3) Barns may be constructed of any suitable all-weather material as listed in the adopted International Building Code.~~

~~(4) The height of barns or other farm accessory structures shall not exceed thirty-five (35) feet, measured from the ground to the ridge line.~~

~~(5) The siting of such facilities shall be selected to minimize visibility from the public right-of-way.~~

~~(6) Commercial operations, or operations open to the general public, are considered commercial enterprises and shall abide by all commercial building regulations and permits.~~

~~(c) ***Carport Regulations***.~~

~~(1) Metal support poles required;~~

~~(1) Carports shall have a pitched roof or be sufficiently slanted to drain and shall be attached to the primary residence;~~

~~(2) Carports are prohibited in any front yard;~~

~~(3) Setbacks for carports shall be the same as for the primary structure in the governing zoning district; and~~

~~(4) Manufactured homes may install a carport, which shall be designed to shelter a maximum of two (2) vehicles, shall not exceed ten (10) feet in height, and shall not be located closer than three (3) feet to any side or rear lot line.~~

~~(d)~~(b) ***Commercial Accessory Structure Regulations***.

(1) All structures located in non-residential, commercial, office, retail, industrial, and multi-family zoning districts, and structures associated with such land uses, are considered permanent, commercial buildings and shall obtain all necessary permits and inspections and abide by all applicable codes and masonry regulations.

~~(1)~~(2) Modular storage units, portable on demand storage containers, donation bins, kiosks or stands, cargo containers, and drop-off bins/trailers are considered accessory structures~~.~~, if permanent. Temporary structures shall be visually mitigated by being placed outside of setbacks, generally behind the primary structure, outside of required parking and fire lanes, and only in association with seasonal needs or grand openings. The overall number of containers shall be limited to two (2) per lot, unless the scope of the commercial activity requires additional containers to be considered by staff.

(3) Accessory structures with pervious roofs, such as decorative pergolas or arbors, may be constructed with fire-treated and rot-resistant wooden or comparable material ~~with Director approval~~. ~~An open-air pavilion~~

(4) Structures attempting to satisfy shade structure requirements shall utilize a solid, standing seam metal roof.

(5) Columns shall be encased ~~its columns~~ in masonry that matches the primary building.

~~(e) ***Detached Garage Regulations***.~~

~~(1) Front yard setback shall be twenty (20) feet for front-loading garages;~~

~~(1) Rear yard setback shall be twenty (20) feet for alley access garages;~~
~~(2) Side yard setback shall be twenty (20) feet for garages with access to a side street.~~
~~(3) Typical side yard setback shall be five (5) feet;~~
~~(4) The size, height, and architectural restrictions are the same as for accessory structures listed in Table A of this Article, except that a minor height waiver for associated pitched roofs may be granted at the discretion of the Director of Development Services; and~~
~~(5) An exception to the sixteen (16) foot maximum height for a detached garage may be granted at the discretion of the Director of Development Services for garages that are designed for oversized vehicles, such as RVs, boats, etc. as long as the overall height remains lower than the overall height of the main structure.~~
~~(6) The exterior facades of detached garages shall be constructed of a masonry material (brick, stone, stucco) or materials that are generally similar to the materials, percentages, and colors used on the main building or structure.~~

~~(f) ***Greenhouse Structure Regulations*.~~
~~(1) Greenhouse structures require a building permit if ≥120 square feet.~~
~~(1) Typical side yard setback shall be three (3) feet;~~
~~(2) Side yard setback shall be fifteen (15) feet when facing a street;~~
~~(3) Rear yard setback shall be three (3) feet for structures that are <250 square feet in size, no greater than eight (8) feet at the eave line, and screened from the alley or adjacent property by a solid fence; and~~
~~(4) Rear yard setback shall be five 5) feet for structures that are ≥250 square feet in size OR that do not meet the height and fence requirement cited above.~~

~~(g) ***Patio Cover & Outdoor Room Regulations*.~~
~~(1) Patio covers or outside rooms that are attached to the primary structure and are ≤250 square feet shall be setback a minimum of three (3) feet of any property line;~~
~~(1) Patio covers or outside rooms that are attached to the primary structure and are >250 square feet shall be setback a minimum of five (5) feet of any property line or the same setback for the primary structure, whichever is greater;~~
~~(2) Metal or wood may be used as support structures, but the wood shall be treated or otherwise impervious to rotting;~~
~~(3) Open roofing on patio covers and/or outdoor rooms may be constructed of wood beams that have been treated or otherwise impervious to rotting; and~~
~~(4) Covered or partially enclosed patios may be connected to the primary structure. However, should the applicant wish to convert the partially enclosed patio into a fully functioning room, the setbacks for the zoning district in which the residence is located shall apply.~~

(~~h~~c) ***Patios & Flatwork Regulations (Concrete or Pavers).***

(1) All patios, grading, and other residential flatwork require a building permit. Depending upon the scope of the work, a drainage plan may also be required.

(2) All new parking, drives, and approaches shall be constructed with concrete to the City's engineering design criteria;

(3) Any ~~flatwork,~~ foundation~~,~~ or slab greater than 200 square feet shall be drawn to City standards and may require an engineer's seal;

(4) Flatwork shall be set back a minimum of three (3) feet from any property line. Flatwork for AC units, trashcans, walkways, pool equipment, or similar installations may be reduced to two (2) feet from the side property line;~~;~~

(5) Flatwork is not allowed in the front yard area, unless the flatwork is for a driveway for a front-loading garage or a lead walk serving the house. This shall not be interpreted to allow for enlarged driveways, whose width should match the width of the enclosed garage and not be expanded into the side yard setback. J-swing garages shall also be accommodated;

(6) Nothing within this section allows the creation of a drainage hazard or issue, and all flatwork shall be sloped or graded to drain according to original civil design; and

(7) Paving is limited to twenty percent (20%) of total lot coverage, including the driveway but not including any patio, walkway, pool deck, sports courts or other paved feature~~; and~~.

~~(8) A residential property shall continue to maintain the majority of each of its yard in living landscape, as required by the Landscape ordinance and administered by the Director of Development Services. Mulch, gravel, rock gardens, decorative stone, and similar material may be used for decorative patterns, beds, erosion control, and in other limited application with associated landscaping; however, their use shall not be the predominant groundcover.~~

(d) ***Swimming Pools, Spas, & Hot Tub Regulations***.

(1) Shall not be located in the front yard area;

~~(2) Shall comply with the minimum side yard and corner lot requirements for accessory structures;~~

~~(3)~~(2) ~~The setback shall be a minimum five (5) feet from any building line to the water's edge;~~ Any in-ground installation shall be a minimum five (5) feet from any property line, retaining wall, and buildings. Anything closer than five (5) feet will require an engineered plan or meet the requirements of the International Pool and Spa Code as adopted with amendments.~~and~~

~~(4)~~(3) Associated decking or flatwork ~~The setback~~ shall be a minimum three (3) feet from any ~~building~~ property line ~~to decking or flatwork~~.

(e) ***Temporary Building Regulations*.**

~~Land uses other than churches and public schools shall abide by the rules below. However, the number of temporary buildings, size or the buildings, and duration of time allowed for these uses shall be determined by the City Council on a case-by-case basis.~~

(1) Churches, cities, and public schools, regardless of the zoning district, may have a maximum of ~~three~~ five (~~3~~5) ~~accessory buildings~~portable or modular buildings at any given time that are secondary to the primary facilities. ~~The total floor area of all accessory buildings shall not exceed thirty (30%) of the square footage of the first floor of the main building or 3,000 square feet, whichever is less.~~

(2) ~~Accessory~~ Portable or modular buildings utilized by churches, cities, and public schools are exempt from the Architectural Standards listed in this Article.

(3) The siting of temporary buildings shall be selected to minimize visibility from the public right-of-way.

(4) Skirting for the temporary building is required, as is concrete pedestrian access, in addition to any required ramps.

(5) A stabilizing foundation in compliance with the approved building code shall be provided or appropriate tie-down systems, as approved by the Fire Department.

(6) All buildings shall be perpetually maintained and repaired in a safe, reasonably attractive condition by the property owner in a manner that protects against the elements, is structurally safe, and corrects any visual ills or other problems.

Section 14.03.401 …… The following land uses require specific conditions to be met prior to the issuance of a building permit. **These land uses are listed as C, Conditions Required, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit. If, at the Director's discretion, one or more of the conditions have not been met, the request may be brought to the City Council as a Specific Use Permit (SUP).**

~~(a) ***Alternative Energy Sources Regulations – Solar Panel/Device*.~~

~~(1) Single-family residential uses:~~

~~i. Is in compliance with State law and poses no threat to public health or safety;~~

~~i. Is located solely on private property;~~

~~ii. Include approval letter from the HOA with submittal for the CUP, if applicable~~

~~iii. Installation and maintenance in compliance with manufacturer's recommendations and warranties;~~

~~iv. Roof-mounted:~~

~~a. Panels may not extend beyond the roofline or eave line;~~

~~b. Panels shall conform to the slope of the roof, unless mounted on a roof slope that is not visible from the right-of-way; and~~

~~c. Roof mounted panels should be designed to reduce excessive glare.~~

~~v. Ground mounted:~~

~~a. Prohibited in front yards.~~

~~a. Ground mounted devices shall follow the setbacks required for accessory structures within the specific zoning district.~~

~~b. Device shall not be visible from either the public right-of-way or the adjacent properties;~~

~~c. Device shall be screened by a wooden or masonry fence and no device shall extend above the fence line.~~

~~d. Where fences are not allowed within the residential subdivision, a solid evergreen hedge which shall be maintained at a minimum of six (6) feet in height within eighteen (18) months of planting.~~

Section 14.03.501 …… The following temporary land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, Conditions Required, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit.

(b) Construction Yard or Field Office Regulations, Temporary.

(1) A "field office" is defined as a temporary building or structure used in connection with a development or construction project.

(2) A "construction yard" is associated with a field office and contains equipment and/or vehicles necessary for construction.

~~(2)~~(3)… A "sales office" is defined as a temporary building or structure that is open to the public and must provide ADA access and paved parking.

~~(3)~~(4)… Electrical connections shall be supplied by overhead or underground access – no open wiring lying directly on the ground shall be allowed.

~~(4) Four (4) parking spaces shall be provided.~~

(5) The Director shall determine whether or not the proposed location is appropriate and setbacks have been observed.

(6) The Director shall determine whether the requested timeframe is appropriate.

i. Temporary permits for "temporary buildings" shall be issued for a period of time not to exceed 18 months.

ii. Extensions may be granted only by the Director.

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Discussion on the City's Logo/Brand Refresh. (Monaco)

Background Information:

In November 2024, City Council held an initial discussion regarding the potential need to update the City of Celina's branding to better reflect the community's growth, identity, and future direction. At that time, branding analysis and concept development were conducted under the existing agreement with North Star Marketing, originally initiated by the Celina EDC as part of their organizational rebranding efforts. City Council provided direction to explore simplifying the current City logo and ensuring that any future brand elements are scalable and adaptable for a wide range of applications, including apparel, promotional materials, and digital platforms. In response, the Marketing Department collaborated with North Star Marketing to develop two complementary brand marks that preserve the familiarity of the existing logo while improving usability and consistency.

The proposed primary brand mark retains the wheat element, maintaining a strong connection to Celina's heritage while incorporating a refreshed visual identity. This mark is intended for formal government and public-facing use, reflecting an official, institutional, and consistent presentation. The proposed secondary brand mark removes the wheat to create a design that offers greater versatility for event materials, apparel, and volunteer initiatives. This version supports a flexible and approachable brand presence while maintaining a professional look. In addition to the brand marks, the Marketing and Communications Department is presenting an updated color palette that introduces black and gold as the City's primary brand colors, supported by two shades of maroon and teal as secondary colors. These selections strategically align the City's brand standards with previously presented logo concepts for the Celina EDC and the updated Downtown Celina logo, ensuring cohesive representation across the community. Finally, the proposed

branding updates include the adoption of a modernized typography system that improves readability and strengthens the City's contemporary visual identity.

These recommended enhancements aim to unify brand consistency, elevate the City's professional image, and establish a forward-looking identity that reflects Celina's continued growth and success.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking feedback and direction from the City Council.

City of Celina
Logo/Brand Refresh

Joe Monaco
Director of Marketing & Communications

BACKGROUND

- **November 2024 Discussion**: Initial conversation held regarding potential updates to the City of Celina's branding.

- **North Star Marketing Contract**: Branding review conducted under the existing agreement established by Celina EDC, who was pursuing a rebrand at the time.

- **City Council Direction**:
  - Maintain the City's foundational logo elements (such as the establishment date, wheat, and tagline) per City Council direction, while exploring opportunities to simplify the overall design.
  - Ensure the logo is scalable and adaptable (vertical and horizontal) for apparel, promotional items, and other applications.

CITY LOGO REFRESH

CURRENT LOGO

CELINA
TEXAS
EST. 1876
Life Connected.

PROPOSED PRIMARY LOGO

CELINA
TEXAS
EST. 1876
Life Connected.

PROPOSED SECONDARY LOGO

CELINA
TEXAS
Life Connected.

PROPOSED PRIMARY LOGO

- **Bridges Tradition and Modern Identity**: Retains key elements from the seal (City name, establishment date, wheat, tagline) but in a clean, simplified style that is versatile across digital, print, and signage.
- **Everyday Government & Public Use**: Serves as the City's primary logo for communications, marketing, and services, projecting professionalism while being more accessible than the formal seal.
- The Primary Logo would be used for the following:
    - **Purpose**: Day-to-day communications, signage, marketing, City services.
    - **Use Case**: Website, letterheads, City vehicles, public-facing materials, social media.

Tone: Communicates the City as an institution – formal, official, and consistent.

PROPOSED SECONDARY LOGO

- **Flexible Professional Use**: Works across apparel, promotional materials, and community events while maintaining a polished, professional appearance.
- **Brand Recognition & Cohesion**: Reinforces the City's visual identity in contexts where the City seal or Primary Brand Mark would be too formal.
- The Secondary Logo would be used for the following:
  - Apparel and merchandise (shirts, hats, mugs)
  - Festival or event posters, banners, and programs
  - Community outreach materials (volunteer initiatives)

Tone: Communicates the City as a Brand – professional, but flexible, where it does not promote authority.

PROPOSED LOGO USAGE GUIDELINES

Primary Logo

This logo serves as the City's primary logo for communications, marketing, and services. This logo is used in day-to-day communications, signage, marketing, and City services. Examples include websites, letterhead, City vehicles, public-facing materials, and social media.

Secondary Logo

This logo is used for apparel, promotional materials, and community events. Examples include shirts, hats, mugs, festival or event posters, banners, programs, and community outreach materials.

Departmental

This logo should be used in all apparel when referring to departments within the City.

SECONDARY BRAND MARK

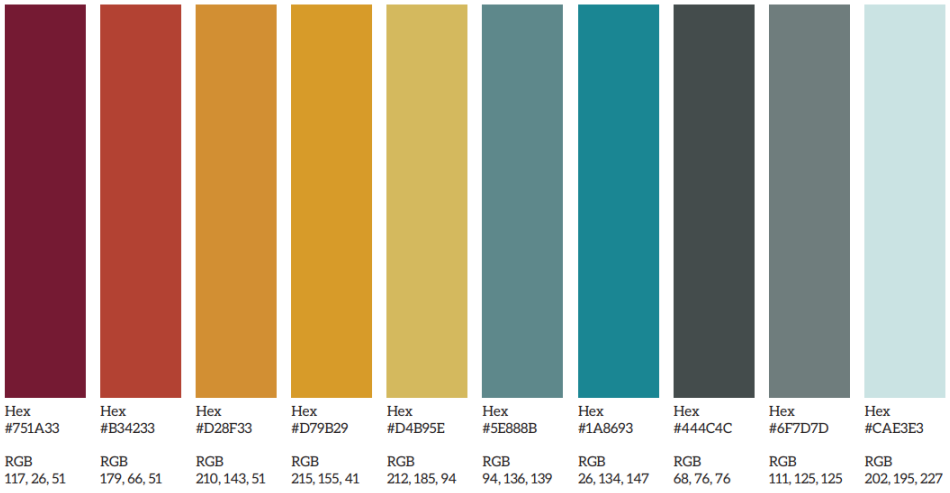
SECONDARY BRAND MARK

PROPOSED COLOR PALETTE

- **Purpose of the Palette**: Establishes a consistent and professional color system that reinforces the City's identity across all communications, branding, and public materials.

- **Primary vs. Secondary Roles**: Differentiates between core colors that define the City's authoritative brand (primary) and complementary colors that add flexibility and visual interest (secondary).

CURRENT COLOR PALETTE



PROPOSED COLOR PALETTE

PROPOSED COLOR PALETTE

- The City will align its color palette with the Celina EDC and Downtown Celina brand schemes to create a unified and consistent visual identity across all City entities.
- While the primary City logo may not directly feature these colors, they are strategically incorporated into the broader brand through supporting materials, graphics, and communications.
- This approach ensures visual cohesion across organizations, while allowing each brand to maintain its distinct purpose and character.
- The shared color palette promotes a stronger, more recognizable City presence in both digital and print communications.

CELINA ECONOMIC DEVELOPMENT

The Texas you were promised.

DOWNTOWN CELINA

Texas Squared.

TYPEFACE

- **Purpose:** Refresh the City's typeface to better reflect our modern, professional, and forward-thinking identity.
- **Goal:** Ensure consistency, readability, and visual alignment across all communication channels — digital and print.

CURRENT TYPEFACE

Fonts for Business Communications

Business fonts are to be used for all general business communications: internal and external.

HEADER: OPEN SANS SEMIBOLD (16 PT)

SUBHEADER: TAHOMA BOLD (14 PT)

BODY: TAHOMA REGULAR (12 PT)

Fonts for Marketing Materials

Marketing fonts are to be used in marketing materials, they are not intended for general business communications.

HEADER: LATO SEMIBOLD (16 PT)

SUBHEADER: RALEWAY MEDIUM (14 PT)

BODY: RALEWAY REGULAR (12 PT)

PROPOSED TYPEFACE

FONTS FOR DIGITAL MARKETING MATERIALS

Digital materials including websites and email marketing should follow this typeface guideline.

Open Sans
Bold
Primary Headline

1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Roboto
Regular
Body Copy
(when Open Sans is not an option)

1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

FONTS FOR PRINT MARKETING MATERIALS

Print materials including publications and brochures should follow this typeface guideline.

Capitoleum2
Bold
Primary Headline

1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Capitoleum2
Regular
Body Copy

1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Open Sans
Semibold
Subheadline

1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

QUESTIONS?

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Discussion on the 150th Anniversary Logo. (Monaco)

Background Information:

During the October 2025 City Council meeting, the Marketing and Communications Department presented the initial branding concepts for the City of Celina's 150th Anniversary celebration, scheduled for 2026. As part of that presentation, a proposed commemorative logo was reviewed, and the City Council provided valuable feedback to refine the design. Requested adjustments included increasing the visibility of the numeral "1" in "150," incorporating a subtle representation of a longhorn, and adding an element to reflect Celina's distinguished football legacy.

Following internal discussions and further design development, the Marketing and Communications Department will present two updated logo options to the Council for consideration. While exploring the football concept, staff determined that featuring only a football would not fully capture the breadth of Celina High School's athletic accomplishments. In response, the revised design incorporates a championship trophy with a football embedded, along with three stars above and four stars below the trophy — symbolizing the 34 state championships earned throughout the school's history. Additionally, two longhorn design variations have been integrated into the artwork. One option prominently features a longhorn on the front of the train, and the other includes a more subtle longhorn detail to enhance the overall design without dominating the primary elements. These revisions aim to honor Celina's rich heritage, community pride, and iconic traditions as the City approaches this significant milestone.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

N/A

City of Celina
150th Anniversary

Joe Monaco
Director of Marketing & Communications

BACKGROUND

- **Historic Milestone**: Celina was founded in 1876 and will celebrate its 150th anniversary in 2026.
- **Growth & Identity**: The City has grown from a small farming community into one of the fastest-growing cities in the country, while maintaining strong values of tradition, family, and community.
- **Yearlong Celebration**: The Sesquicentennial will be marked with a full year of activities, events, and community programs - not just a single event.
- **Purpose**: To honor Celina's history and heritage while fostering unity and pride across the entire community.
- **Community Engagement**: Events and initiatives will highlight Celina's agricultural roots, cultural traditions, and bright future.
- **Generational Impact**: This milestone is a once-in-a-generation opportunity to reflect on 150 years of history while setting the foundation for the next 150 years.

GOALS FOR 150TH CELEBRATION

- **Celebrate Our Heritage**: Honor Celina's history in authentic and engaging ways.
- **Unite the Community**: Create opportunities for residents, businesses, and visitors to come together.
- **Showcase Growth & Vision**: Highlight Celina's progress and future while honoring agricultural and cultural roots.
- **Family-Friendly Experiences**: Offer events and programs that are fun, inclusive, and accessible for all ages.
- **Build Lasting Civic Pride**: Strengthen community spirit and identity for the next 150 years.

PROPOSED CELINA 150TH LOGOS

REVISED CELINA 150TH LOGOS

REVISED CELINA 150TH LOGOS

REVISED CELINA 150TH LOGOS

QUESTIONS?

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Discussion of the development of the 2025 Comprehensive Emergency Management Plan and related agreements for disaster services. (White)

Background Information:
Over the past several months, the City has worked to strengthen and improve its emergency management capabilities. Three (3) specific initiatives as part of this effort will be discussed with Council as part of the November 11, 2024, Work Session.

Emergency Management Plan
As part of the City of Celina's Strategic Goal 4, "Be the City Built on Public Safety," emergency management has developed a City emergency management program. As part of the Celina Emergency Management program, staff is requesting adoption and approval of the 2025 Comprehensive Emergency Management Plan. In accordance with Texas Government Code Ch. 4.18.106, Local and Interjurisdictional Emergency Management Plans, each local and inter-jurisdictional agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery. With the adoption of the 2025 Comprehensive Emergency Management Plan, the City will no longer fall under the general Collin County Emergency Management Plan as part of the Interjurisdictional Program. This action will not impact the City's access to resources or mutual aid from our neighboring jurisdictions, but it will allow the City to maintain an emergency management plan specific to Celina.

American Red Cross Facility Use Agreement
During emergencies and disasters, communities may need to open temporary shelters to provide safe refuge for residents displaced by severe weather, power outages, or other incidents. The American Red Cross is a primary partner in sheltering operations across Texas and the nation, providing trained staff, logistical support, and essential resources such as cots, blankets, and

meals. Establishing a Facility Use Agreement (FUA) between the City and the Red Cross in advance ensures that roles, responsibilities, and expectations are clearly defined before a disaster occurs. Having a pre-signed agreement in place enables faster activation during an emergency, minimizes administrative delays, and strengthens coordination between the City's emergency management team and the Red Cross. Staff is proposing to partner with the Red Cross to provide temporary shelter at the Ralph O'Dell Senior Center. The senior center meets the square footage requirements to support a congregate shelter (multi-day shelter) for 42 individuals and an evacuation shelter (24-hour shelter) for 145 individuals. Disaster services provided by the Red Cross include administering the shelter, storage of supplies, and parking vehicles.

GraceBridge Memorandum of Understanding
After the May 2024 tornado, the City of Celina experienced an overwhelming outpouring of community support through donations and volunteers. As the volume of goods and offers of help grew, the City sought assistance from GraceBridge to coordinate the management of donated items. The collaboration proved highly successful, leading City staff to pursue a formal partnership. The proposed Memorandum of Understanding (MOU) establishes a cooperative framework that clearly defines roles and responsibilities for the efficient collection, management, and distribution of both monetary and in-kind donations, as well as the coordination of spontaneous volunteers, during disaster and emergency events affecting the City of Celina and its extraterritorial jurisdiction.

Legal Review:
Legal approved the GraceBridge MOU.

Supporting Documents:
1. Staff Presentation
2. Proposed Comprehensive Emergency Management Plan
3. Red Cross Facility Use Agreement
4. Pet Addendum to Facility Use Agreement
5. Memo of Understanding

Financial Consideration:

Staff Recommendation:
Staff is seeking feedback from City Council.

DISCUSSION OVER EMERGENCY MANAGEMENT WORK SESSION ITEMS

Fire Department
November 11, 2025

WORK SESSION ITEMS

- Work Session Item - Discussion of the Adoption of the 2025 Comprehensive Emergency Management Plan and Emergency Management Ordinance Amendment

- Work Session Item - Discussion of the Memorandum of Understanding between the City of Celina and GraceBridge for Disaster Services

- Work Session Item - Discussion of the Facility Use Agreement Between the City of Celina and the American Red Cross for Sheltering

WORK SESSION ITEM - DISCUSSION OF THE ADOPTION OF THE 2025 CITY OF CELINA COMPREHENSIVE EMERGENCY MANAGEMENT PLAN AND EMERGENCY MANAGEMENT ORDINANCE REVISION

BACKGROUND

- In accordance with Texas Government Code Ch. 4.18.106, Local and Interjurisdictional Emergency Management Plans
  (a) Each local and interjurisdictional agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery

- The City of Celina currently resides on the Collin County emergency management plan

- Staff has worked to develop the City of Celina 2025 Comprehensive Emergency Management Plan

2025 CITY OF CELINA COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

- The Comprehensive Emergency Management Plan is a foundational document outlining the City's approach to emergency operations, providing general guidance for emergency management activities.

- This is an overview of the City's methods of mitigation, preparedness, response, and recovery. The plan describes the City's emergency response organization and responsibilities for emergency tasks. This plan provides a framework for more specific responsibilities through accompanying Annexes.

IMPACTS AND BENEFITS

- **Preparedness & Response**
  - Structured framework to anticipate hazards and reduce risks
  - Pre-established procedures for faster, effective emergency activation
  - Ensures clear roles for city staff, departments, and partner agencies
- **Coordination & Compliance**
  - Enhances collaboration with local, regional, state agencies, non-profits, and private sector partners
  - Supports federal, state, and regional compliance (FEMA, TDEM)
- **Public Confidence & Oversight**
  - Builds public trust through clear communication and safety measures
  - Provides customized, detailed oversight of city emergency plans
- **Strategic Alignment**
  - Aligns Celina with peer Collin County cities (Allen, Frisco, McKinney, Plano, Prosper)
  - Enables a standalone emergency management program and ordinance update
- **Other Benefits**
  - No financial impact to adopt

ADOPTION OF THE PLAN

- As the presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board, is designated as the emergency management director for the officer's political subdivision, the mayor is responsible for approval and adoption of the basic plan

- All other annexes can be signed off by the emergency management coordinator and the appropriate department head over that plan with the mayor’s approval.

- Each emergency plan will be reviewed on a five-year cycle

EMERGENCY MANAGEMENT ORDINANCE REVISION

- As part of developing the City of Celina's emergency management program, the city will discontinue participation in Collin County's Interjurisdictional Program.
- This ordinance repeals the reference to the "Interjurisdictional Program" in Section 1.06.004 of the city code.
- With the adoption of the City of Celina 2025 Comprehensive Emergency Management Plan, participation in the Collin County program is no longer necessary, as the topics and protocols addressed in the county plan are fully covered in Celina's own plan.

QUESTIONS?

WORK SESSION ITEM - DISCUSSION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CELINA AND GRACE BRIDGE FOR DISASTER SERVICES

BACKGROUND

- After the May 2024 tornado, the City of Celina experienced an overwhelming outpouring of community support through donations and volunteers. As the volume of goods and offers of help grew, the City sought assistance from Grace Bridge to coordinate the management of donated items.

- The collaboration proved highly successful, leading City staff to pursue a formal partnership.

- This Memorandum of Understanding (MOU) establishes a cooperative framework that clearly defines roles and responsibilities for the efficient collection, management, and distribution of both monetary and in-kind donations, as well as the coordination of spontaneous volunteers, during disaster and emergency events affecting the City of Celina and its extraterritorial jurisdiction.

IMPACTS AND BENEFITS TO THE CITY

- **Centralized Coordination:** A nonprofit can serve as a single point of contact for donations, reducing confusion, duplication, and logistical challenges during high-demand periods.

- **Expertise in Disaster Philanthropy:** Nonprofits often have established systems and experience in tracking, sorting, and distributing resources, ensuring that donations reach the people who need them most efficiently.

- **Transparent Financial Management:** Monetary donations can be handled with proper accounting, reporting, and auditing, giving donors confidence that funds are used responsibly and in compliance with regulations.

- **Reduced Administrative Burden on City Staff**: By managing donations, the nonprofit allows city departments to focus on core emergency operations rather than tracking or distributing contributions.

IMPACTS AND BENEFITS TO THE CITY

- **Legal and Liability Protection:** Nonprofits often carry insurance and follow best practices for donation management, reducing the city's exposure to liability from mismanaged contributions.

- **Community Trust and Credibility:** Partnership with a trusted nonprofit increases public confidence that disaster relief efforts are organized, accountable, and effective.

- **Supports Long-Term Recovery:** Nonprofits can continue managing funds and resources even after immediate disaster response ends, aiding in recovery and rebuilding efforts.

HIGH OVERVIEW OF THE MOU

- **Scope:**
  - This MOU applies to disasters and emergencies such as natural disasters (e.g., floods, wildfires, severe weather, earthquakes, chemical explosions or contamination), public health emergencies, or in the event of a disaster or emergency declaration by the City of Celina

- **City Roles & Responsibilities:**
  - Facilitate communication and information about the incident
  - Assist with public outreach

- **Grace Bridge Roles & Responsibilities:**
  - Intake and inventory of goods and monetary donations
  - Coordinate and manage volunteers

QUESTIONS?

WORK SESSION ITEM - DISCUSSION OF THE FACILITY USE AGREEMENT BETWEEN THE CITY OF CELINA AND AMERICAN RED CROSS

BACKGROUND

- During emergencies and disasters, communities may need to open temporary shelters to provide safe refuge for residents displaced by severe weather, power outages, or other incidents.
- The American Red Cross is a primary partner in sheltering operations across Texas and the nation, providing trained staff, logistical support, and essential resources such as cots, blankets, and meals.
- Establishing a Facility Use Agreement (FUA) between the City and the Red Cross in advance ensures that roles, responsibilities, and expectations are clearly defined before a disaster occurs.
- Having a pre-signed agreement in place enables faster activation during an emergency, minimizes administrative delays, and strengthens coordination between the City’s emergency management team and the Red Cross.

IMPACTS AND BENEFITS TO THE CITY

- **Faster Shelter Activation:** A signed agreement allows the Red Cross to quickly open and operate a shelter without administrative delays, helping displaced residents receive timely assistance during disasters.

- **Clear Roles and Responsibilities:** The agreement outlines responsibilities for staffing, supplies, security, and facility care—reducing confusion during emergencies and ensuring efficient coordination between City staff and Red Cross teams.

- **Resource Support:** The Red Cross provides trained shelter staff, equipment (such as cots and blankets), and logistical support, reducing the operational and financial burden on the City.

IMPACTS AND BENEFITS TO THE CITY

- **Cost Recovery and Liability Protection:** Pre-established terms clarify insurance coverage, indemnification, and cost reimbursement for facility use, helping protect the City from unexpected expenses or liability issues.

- **Enhanced Community Preparedness:** Formalizing the partnership demonstrates proactive planning and readiness, increasing public trust in the City's ability to respond to disasters.

- **Fiscal Impact:** There is no significant cost to the City to enter into the agreement. Any costs associated with facility preparation or repairs will be addressed within the agreement terms, and the Red Cross assumes responsibility for shelter operations and associated expenses.

HIGH OVERVIEW OF THE AGREEMENT

- Facility Use Agreement for the Red Cross to provide services during a disaster at the City of Celina Ralph O'Dell Senior Center

- Disaster Services will include the following:
  - Service center
  - Storage of supplies
  - Parking of vehicles
  - Disaster Shelter
  - Care for pets with the pet addendum

- Ralph O'Dell Senior Center Facility Information
  - Based on square footage requirements, the facility can support
    - Congregate Shelter - 42 clients
    - Evacuation Shelter - 145 clients

QUESTIONS?

CITY OF CELINA

BASIC PLAN

Life Connected.

APPROVAL & IMPLEMENTATION

The City of Celina

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Mayor Date

_____ _____

Emergency Management Coordinator Date

RECORD OF CHANGES

BASIC PLAN

CHANGE #	DATE OF CHANGE	ENTERED BY	DATE ENTERED

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I. Authority

a. Federal
   i. Robert T. Stafford Disaster Relief & Emergency Assistance Act (as amended), 42 U.S.C. 5121
   ii. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
   iii. Emergency Management and Assistance, 44 CFR
   iv. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
   v. Homeland Security Act of 2002
   vi. Homeland Security Presidential Directive. *HSPD-5,* Management of Domestic Incidents
   vii. Homeland Security Presidential Directive, *HSPD-3,* Homeland Security Advisory System
   viii. National Incident Management System
   ix. National Response Plan
   x. National Strategy for Homeland Security, July 2002
   xi. Nuclear/Radiological Incident Annex of the National Response Plan

b. State
   i. Government Code, Chapter 418 (Emergency Management)
   ii. Government Code, Chapter 421 (Homeland Security)
   iii. Government Code, Chapter 433 (State of Emergency)
   iv. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
   v. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
   vi. Executive Order of the Governor Relating to Emergency Management
   vii. Executive Order of the Governor Relating to the National Incident Management System
   viii. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management
   ix. *The Texas Homeland Security Strategic Plan,* Parts I and II, December 15, 2003
   x. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

c. Local
   i. Article 1.06: Emergency Management
   ii. Resolution 05-52: NIMS Adoption
   iii. Inter-local Agreements & Contracts. See the summary in Attachment 6.

II. Purpose and Scope

a. This basic plan outlines our approach to emergency operations, provides general guidance for emergency management activities, and provides an overview of our mitigation, preparedness, response, and recovery methods. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe who does what, when, and how in more detail. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads, and their senior staff members, leaders of local volunteer organizations that support

emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

III. Explanation of Terms

a. Acronyms

i.	AAR	After Action Report
ii.	ARC	American Red Cross
iii.	CFR	Code of Federal Regulations
iv.	DDC	Disaster District Committee
v.	DHS	Department of Homeland Security
vi.	EOC	Emergency Operations or Operating Center
vii.	FBI	Federal Bureau of Investigation
viii.	FEMA	Federal Emergency Management Agency
ix.	Hazmat	Hazardous Material
x.	HSPD-5	Homeland Security Presidential Directive 5
xi.	ICP	Incident Command Post
xii.	ICS	Incident Command System
xiii.	IP	Improvement Plan
xiv.	JFO	Joint Field Office
xv.	JIC	Joint Information Center
xvi.	NIMS	National Incident Management System
xvii.	NRF	National Response Framework
xviii.	OSHA	Occupational Safety & Health Administration
xix.	PIO	Public Information Officer
xx.	SOPs	Standard Operating Procedures
xxi.	SOC	State Operations Center
xxii.	TRRN	Texas Regional Response Network
xxiii.	TSA	The Salvation Army

b. Definitions

i. Area Command (Unified Area Command)- An organization established (1) to oversee the management of multiple incidents managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.

ii. Disaster District- Per Texas Government Code § 418.113, the state is divided into 24 disaster districts to engage in homeland security preparedness and response activities. The boundaries of the disaster districts must coincide with the geographic boundaries of the state planning regions established by the governor under Local Government Code § 39.

iii. Disaster District Committee- Per Texas Government Code § 418.113(d), the disaster district chair is appointed by the Texas Emergency Management Council chair when a disaster has been declared, based on

the nature of the declared disaster and phase of disaster response following the National Incident Management System guidelines.

iv. Emergency Operations Center- Specially equipped facilities from which government officials exercise direction, control, and coordinate necessary resources in an emergency.

v. Public Information- Information is disseminated to the public via the news media before, during, or after an emergency or disaster.

vi. Emergency Situations- As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster.

vii. Incident- An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
    1. Involves a limited area or limited population.
    2. Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
    3. Warnings and public instructions are provided in the immediate area, not community-wide.
    4. One or two local response agencies or departments acting under an incident commander usually handle incidents. Requests for resource support are generally handled through agency or departmental channels.
    5. May require limited external assistance from other local response agencies or contractors.
    6. For the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.

viii. Emergency- An emergency is a situation larger in scope and more severe regarding actual or potential effects than an incident. Characteristics include:
    1. Involves a large area, significant population, or essential facilities.
    2. It may require implementing large-scale evacuation or in-place sheltering, temporary shelter, and mass care operations.
    3. May require community-wide warning and public instructions.
    4. Requires a sizable multi-agency response operating under an incident commander.
    5. It may require some external assistance from other local response agencies and contractors, and limited aid from state or federal agencies.
    6. The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
    7. For the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”

ix. Disaster- A disaster, a situation that involves the occurrence or threat of significant casualties or widespread property damage, is a challenge that surpasses the local government's capacity to handle its organic

resources. This underscores the crucial role of the local government in disaster response. Characteristics include:

1. A disaster is not a localized event but involves a large area, a sizable population, or critical facilities, underscoring the need for a swift and coordinated response.
2. It may require implementing large-scale evacuation or in-place sheltering, temporary shelter, and mass care operations.
3. Requires community-wide warning and public instructions.
4. Requires a response by all local response agencies operating under one or more incident commanders.
5. In the face of a disaster, significant external assistance is required from other local response agencies, contractors, and extensive state or federal aid. This reassures the audience that they are part of a more considerable, well-coordinated effort and not alone in the response.
6. The EOC will be activated to provide general guidance and direction, emergency information to the public, state and federal support, and resource support for emergency operations.
7. For the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant significant federal disaster assistance.

x. Catastrophic Incident- For the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, or government functions. This magnitude would result in sustained national impacts over prolonged periods and immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance.*

xi. Hazard Analysis- A document published separately from this plan identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

xii. Hazardous Material (Hazmat)- A substance in a quantity or form poses an unreasonable risk to health, safety, or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, can inflict harm during an accidental occurrence. It is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and threatens health and the environment when improperly managed. Includes toxic substances, specific infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances

xiii. Interlocal agreements- Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergencies where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be

performed to control the situation are commonly referred to as mutual aid agreements.

xiv. Stafford Act- The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake extraordinary measures designed to assist states' efforts in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

xv. Standard Operating Procedures- Approved methods for accomplishing a task or set of functions. SOPs are typically prepared at the department or agency level and may also be called Standard Operating Guidelines (SOGs).

IV. Situation and Assumptions

a. Situation

i. The City of Celina is exposed to many hazards, all of which have the potential to disrupt the community, cause casualties, and damage or destroy public or private property. Figure 1 summarizes our significant hazards. Our Hazard Analysis, published separately, provides more detailed information.

FIGURE 1- HAZARD SUMMARY

	Likelihood of Occurrence*	**Estimated Impact on Public Health & Safety**	**Estimated Impact on Property**
Hazard Type:	(See below)	(See below)	(See below)
Natural			
Tornado	HIGH	HIGH	MODERATE
Non-Tornadic Severe Weather	HIGH	MODERATE	HIGH
Disease Outbreak	HIGH	LIMITED	LIMITED
Wildfire	HIGH	MODERATE	MODERATE
Earthquake	LOW	LIMITED	LIMITED
Drought	HIGH	LOW	VERY LOW
Tropical Weather	LOW	VERY LOW	MODERATE
Flash Flooding	HIGH	LOW	VERY LOW
Flooding	HIGH	VERY LOW	VERY LOW
Winter Storm	HIGH	VERY LOW	VERY LOW
Technological			
Major Structure Fire	HIGH	VERY LOW	HIGH
Hazmat (fixed site)	HIGH	VERY LOW	MODERATE
Water System Failure	HIGH	MODERATE	VERY LOW
Hazmat (pipeline)	HIGH	VERY LOW	LOW
Hazmat (transport)	HIGH	VERY LOW	MODERATE
Dam Failure	LOW	VERY LOW	MODERATE
Energy/Fuel Shortage	LOW	VERY LOW	LOW
Security			
Active Shooter	HIGH	HIGH	MODERATE
Terrorism (overall)	MODERATE	MODERATE	MODERATE
Terrorism (explosive)	MODERATE	MODERATE	LOW
Enemy Military Attack	LOW	MODERATE	MODERATE
Terrorism (biological)	LOW	MODERATE	LOW

Terrorism (chemical)	LOW	MODERATE	LOW
Terrorism (radiological)	LOW	LOW	LOW
Civil Disorder (violent)	LOW	VERY LOW	LOW
* **Likelihood of Occurrence**: High, Moderate. And Low			

Definitions for Rankings in Figure 1:
Likelihood of Occurrence:
High: Occurs at least one time every ten years on average
Moderate: Occurs at least once every 10-100 years on average.
Low: Last occurrence over 100 years ago on average

Impacts (Health & Safety and Estimated Impact on Property)
High: High-risk condition with the highest priority for mitigation and contingency planning. Immediate action is required. Losses could include death or fatal injury, a complete shutdown of facilities and critical services for more than one month, and more than 50 percent of the property located in the affected area is severely damaged.

Moderate: Moderate-to-high-risk condition with risk addressed by mitigation and contingency planning. Prompt action is required. Losses could include permanent disability, severe injury or illness, a complete shutdown of facilities and critical services for more than two weeks, and more than 25 percent of the property in the affected area is severely damaged.

Low: Moderate risk conditions are sufficiently high to consider further mitigation and planning. Planned action is required. Losses could include injury or illness not resulting in disability, a complete shutdown of facilities and critical services for more than one week, and severe damage to more than 10 percent of the property in the affected area.

Very Low: Low-risk condition with additional mitigation contingency planning. Losses could include treatable first aid injury, complete shutdown of facilities and critical services for more than 24 hours, with no more than 1 percent of the property in the affected area severely damaged.

b. Assumptions
   i. The City of Celina will continue to be exposed to and subject to the impact of those hazards described above, as well as lesser hazards and others that may develop in the future.
   ii. A major disaster can occur at any time and in any place. In many cases, warnings to the public and increased readiness measures may be possible. However, some emergencies arise with little or no warning.
   iii. Outside assistance will be available in most emergencies affecting our city. Since summoning external aid takes time, we must be prepared to respond to the initial emergency independently.
   iv. Proper mitigation actions, such as floodplain management and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve the City of Celina's readiness to deal with emergencies.

V. CONCEPT OF OPERATIONS

a. **Objectives**
    i. Our emergency management program protects public health and safety and preserves public and private property.
b. General
    i. It is the responsibility of the City of Celina to protect public health and safety and preserve property from the effects of hazardous events. The City of Celina is primarily responsible for identifying and mitigating hazards, preparing for, responding to, and managing the recovery from emergencies that affect our community.
    ii. The government can only do some things required to protect the lives and property of our population. Our citizens are responsible for preparing themselves and their families to cope with emergencies and managing their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions before and during emergencies
    iii. Local governments organize, train, and equip local emergency responders and management personnel, provide appropriate emergency facilities and suitable warning and communications systems, and contract emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
    iv. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
    v. This plan is built on an all-hazard approach to emergency planning, an adaptable and effective strategy in any emergency. It is not a collection of plans for specific incidents but a comprehensive guide that addresses general functions that may need to be performed during any emergency. For instance, the warning annex provides techniques that can be used to warn the public during any emergency, regardless of the cause.
    vi. The City of Celina Departments and other agencies play a vital role in this plan. They are not just tasked with its implementation but are expected to develop and maintain standard operating procedures that describe how emergency tasks will be performed. They also ensure the training and equipment necessary for an appropriate response are in place, underscoring their importance in our emergency management efforts.
    vii. This plan is based upon the concept that emergency functions that many departments or agencies must perform generally parallel some of their normal day-to-day functions. During emergencies, the same personnel and material resources used for daily activities will be employed. Because personnel and equipment resources are limited, some routine tasks that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies required for those functions will be redirected to accomplish emergency tasks.

viii. The City of Celina has adopted the National Incident Management System (NIMS) by the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to effectively managing situations involving natural or man-made disasters or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, the private sector, and non-governmental organizations.

ix. This plan, by the National Response Framework (NRF), is an integral part of the national effort to prevent and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of national significance, as defined in HSPD-5, we will integrate all operations with all levels of government, the private sector, and non-governmental organizations through NRF coordinating structures, processes, and protocols.

c. Operational Guidance

i. The six components of the NIMS will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response.

a) The City of Celina's first responders are the initial point of contact in an emergency and hold a crucial role. They are the ones who will take the lead and maintain control of the situation until it is resolved or until other authorized entities step in.

b) The initial first responders will actively seek guidance and direction from our local officials. They will also reach out for technical assistance from state and federal agencies and industry, whenever it is deemed necessary, highlighting the collaborative nature of our emergency response.

2. Implementation of ICS

a) The first local emergency responder to arrive at the scene of an emergency will implement the incident command system and serve as the incident commander until relieved by a more senior or qualified individual. The incident commander will establish an incident command post (ICP) and assess the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

b) If multiple departments, jurisdictions, or organizations are directly involved in responding to the incident, it is advisable to establish a Unified Command (UC). A UC allows multiple agencies to be represented in a command structure and coordinate at the command level.

c) For some types of emergencies, a specific incident scene may not exist in the initial response phase. The EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary

warnings to the public. As the potential threat becomes more transparent and a specific impact site or sites are identified, an incident command post may be established, and direction and control of the response transitioned to the IC/UC.

3. Source and Use of Resources.
    a) The City of Celina will use locally owned resources, all of which meet the requirements for resource management following the NIMS, to respond to emergencies, purchase supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. 418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
    b) Summon those resources that are available to us according to interlocal agreements. Attachment 6 to this plan summarizes the inter-local agreements and identifies the authorized officials requesting those resources.
    c) Summon emergency service resources that we have contracted for. See Attachment 6.
    d) Request assistance from volunteer groups active in disasters.
    e) Request assistance from industry or individuals who have the resources needed to deal with the emergency.
    f) When external agencies respond to an emergency within our jurisdiction, they are expected to conform to the guidance and direction provided by the IC/UC, which will be in accordance with the NIMS.
4. Incident Command System (ICS)
    a) The City of Celina intends to employ ICS, an integral part of the NIMS, to manage emergencies. ICS is a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
    b) The IC/UC is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. The incident commander and one or two individuals may perform all these functions for small-scale incidents. Individuals from different departments or agencies may be assigned to separate staff sections charged with those functions for more significant incidents. These additional positions will typically be staffed at the Emergency

Operations Center (EOC) at Celina Police Department Headquarters

c) An IC/UC managing a minor incident can handle most emergencies.
d) Departments or jurisdictions participating in this incident response typically obtain support from their department or agency. Minor incidents may involve multiple small agencies or one or two larger agencies.
e) As mentioned previously, in emergencies where multiple agencies, jurisdictions, the state, or the federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the standard ICS structure to a Unified Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7, ICS and Unified Command Summary, provides additional information on Unified and Area Commands.

5. ICS - EOC Interface
   a) The Emergency Operations Center (EOC) will be activated for significant emergencies and disasters. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. A precise division of responsibilities must be determined for specific emergency operations.
   b) The incident commander is generally responsible for field operations, including:
      i. Isolating the scene.
      ii. Directing and controlling the on-scene response to the emergency and managing the emergency resources committed there.
      iii. Warning the population of the incident and providing emergency instructions to them.
      iv. Determining and implementing protective measures (evacuation or in-place sheltering) for the immediate incident area population and emergency responders at the scene.
      v. Implementing traffic control arrangements in and around the incident scene.
      vi. Requesting additional resources from the EOC.
   c) The EOC is generally responsible for:
      i. Providing resource support for incident command operations.
      ii. Issuing community-wide warning.
      iii. Issuing instructions and providing information to the public.
      iv. Organizing and implementing large-scale evacuation.

v. Organizing and implementing shelter and mass arrangements for evacuees.
vi. Coordinating traffic control for large-scale evacuations.
vii. Requesting assistance from the State and other external sources.

d) In large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and allocating resources to specific field operations will be coordinated through the EOC.

6. State, Federal & Other Assistance
   a) State & Federal Assistance
      i. If local resources are inadequate to deal with an emergency, the City of Celina will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
      ii. Requests for state assistance should be made to the County Emergency Management Coordinator. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level, and the critical person to validate a request for, obtain, and provide state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official, the City of Celina Mayor, and may be made via multiple means. The State of Texas Assistant Requests (STAR) form is preferred and is utilized in WebEOC. If WebEOC is unavailable, a paper copy of the STAR can be found in Annex N-Direction and Control. If requesting the STAR process is impossible, requests can be made via telephone, email, fax, or TLETS. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, except for the National Guard. The use of National Guard resources requires the approval of the Governor.

iii. The DDC staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

b) Other Assistance

i. If resources required to control an emergency are unavailable within the State, the Governor may request assistance from other states under some interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).

ii. Federal agencies may be mobilized to assist states and local governments with major emergencies and disasters for which a presidential declaration has been issued. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions.

iii. FEMA is the primary party responsible for coordinating federal disaster assistance. No direct federal disaster assistance is authorized before a Presidential emergency or disaster declaration. Still, FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures before a declaration. The Department of Defense can commit its resources to save lives before an emergency or disaster declaration. See Annex J, Recovery, for additional information on assistance available during disaster recovery.

iv. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate actual incidents and the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

d. Emergency Authorities

i. Section I of this plan lists critical federal, state, and local legal authorities about emergency management.

ii. Texas statutes and the Governor's Executive Order Relating to Emergency Management provide local government, principally the chief elected official, with several powers to control emergencies. If necessary, we shall use these powers during emergencies. These powers include:

1. Emergency Declaration. In the event of a riot or civil disorder, the City of Celina may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. The use of the emergency declaration is explained in Annex U, Legal.

2. Disaster Declaration- When an emergency has caused severe damage, injury, or loss of life, or it appears likely to do so, the City of Celina Mayor may declare a local state of disaster by executive order or proclamation. The Mayor may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted by the Governor in the Texas Disaster Act *on an appropriate local scale* to cope with the disaster. These powers include:
    a) Suspending procedural laws and rules to facilitate a timely response.
    b) Using all available government resources and commandeering private property, subject to compensation, to cope with the disaster.
    c) Restricting the movement of people and occupancy of premises.
    d) Prohibiting the sale or transportation of certain substances.
    e) Implementing price controls.

iii. A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

iv. Authority for Evacuations- State law allows a mayor to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

v. Penalty for Failure to Comply: Pursuant to the Texas Disaster Act of 1975, Government Code 418.042, 418.043 (13), and 418.173(a), failure to comply with this plan or a rule, order, or ordinance adopted under this plan is an offense punishable, for each transaction, by a fine up to $1,000 or confinement in jail for a term not exceeding 180 days.

e. Actions by Phases of Emergency Management

i. Mitigation

1. The City of Celina will conduct mitigation activities that are integral to our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency to avoid repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation and the Collin County Hazard Mitigation Plan.

ii. Preparedness

1. The City of Celina will conduct preparedness activities to develop the response capabilities needed in an emergency. Among the preparedness activities included in our emergency management program are:
    a) Providing emergency equipment and facilities.
    b) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.

c) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
d) Conducting periodic drills and exercises to test our plans and training.

2. Response
   a) The City of Celina will respond to emergency situations effectively and efficiently. Most of this plan and its annexes focus on emergency response planning. Response operations are intended to resolve an emergency while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, and other associated functions.
3. Recovery
   a) The City of Celina will conduct a short-term and long-term recovery program if a disaster occurs. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. Under the Stafford Act, the federal government provides most disaster recovery assistance. The recovery process includes assisting individuals, businesses, the government, and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, repair of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. Organization and Assignment of Responsibilities

a. Organization
   i. General
      1. Most departments and agencies of local government have emergency functions in addition to their regular day-to-day duties. Our everyday organizational arrangements are modified during emergencies to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.
      2. Executive Group
         a) The Executive Group provides guidance and direction for emergency management programs and emergency response and recovery operations. It includes, but is not limited to, the Mayor, City Manager, and Emergency Management Coordinator.
      3. Emergency Services

a) Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services
    a) This group includes departments and agencies that support and sustain emergency responders and coordinate emergency assistance provided by organized volunteer organizations, businesses and industries, and other sources.
5. Volunteer and Other Services
    a) This group includes organized volunteer groups and businesses that have agreed to provide specific support for emergency operations.

ii. Assignment of Responsibilities

1. General
    a) Successful operations require a coordinated effort from several departments, agencies, and groups for most emergency functions. Elected and appointed officials, departments, and agency heads, and other personnel are primarily responsible for planning and coordinating specific emergency functions to facilitate a coordinated effort. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency with legal responsibility for that function or who possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.
    b) The individual responsible for an emergency function is usually responsible for coordinating the preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.
2. Executive Group Responsibilities
    a) The Mayor will:
        i. Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
        ii. Monitor the emergency response during disaster situations and provide direction where appropriate.

iii. With the assistance of the Public Information Officer, keep the public informed during emergencies.
iv. With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
v. Request assistance from other local governments or the State when necessary.
vi. Direct activation of the EOC.

b) The Emergency Management Coordinator will:
i. Implement the policies and decisions of the governing body relating to emergency management.
ii. Organize the emergency management program and identify personnel, equipment, and facility needs.
iii. Assign emergency management program tasks to departments and agencies.
iv. Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
v. Coordinate the operational response of local emergency services.
vi. Coordinate activation of the EOC and supervise its operation.
vii. Serve as the staff advisor to the Mayor on emergency management matters.
viii. Keep the Mayor, City Council, and City Manager apprised of our preparedness status and emergency management needs.
ix. Coordinate local planning and preparedness activities and maintain this plan.
x. Prepare and maintain a resource inventory.
xi. Arrange appropriate training for local emergency management personnel and emergency responders.
xii. Coordinate periodic emergency exercises to test our plan and training.
xiii. Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
xiv. Activate the EOC when required.
xv. Perform daily liaison with the state emergency management staff and local emergency management personnel.
xvi. Coordinate with organized volunteer groups and businesses regarding emergency operations.

3. Common Responsibilities/ All emergency services and support services will:
    a) Provide personnel, equipment, and supplies to support emergency operations upon request.
    b) Develop and maintain SOPs for emergency tasks.
    c) Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
    d) Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
    e) Report information regarding emergencies and damage to facilities and equipment to the Incident Commander or the EOC.
    f) Establish and maintain a manpower reserve and coordinate the assignment of reserve personnel to departments and agencies that require augmentation.
    g) Maintain records of emergency-related expenditures for all purchases and personnel expenses.
4. Emergency Services Responsibilities
    a) The Incident Commander will:
        i. Manage emergency response resources and operations at the incident site command post to resolve the emergency.
        ii. Determine and implement required protective actions for response personnel and the public at an incident site.
        iii. See Attachment 4, Emergency Management Functional Responsibilities.

iii. Warning.
1. Primary responsibility for this function is assigned to the Marketing and Communications Director, who will prepare and maintain Annex A (Warning) to this plan and support SOPs.
2. Emergency tasks to be performed include:
    a) Receive information on emergencies.
    b) Alert key local officials of emergencies.
    c) Disseminate warning information and instructions to the public through available warning systems.
    d) Disseminate warnings and instructions to special facilities such as schools and hospitals.

iv. Communications.
1. The Emergency Management Coordinator is assigned Primary responsibility for this function. They will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
2. Emergency tasks to be performed include:
        i. Identify the communications systems available in the local area, determine their connectivity, and ensure their interoperability.

ii. Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
iii. Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

v. Radiological Protection.
1. The Celina Fire Chief/ Fire Marshall is assigned Primary responsibility for this function, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
2. Emergency tasks to be performed include:
a) Maintain inventory of radiological equipment.
b) Ensure response forces include personnel trained in radiological monitoring and decontamination.
c) Respond to radiological incidents and terrorist incidents involving radiological materials.
d) Make notifications concerning radiological incidents to state and federal authorities.

vi. Evacuation.
1. The Celina Police Department is assigned Primary responsibility for this function. They will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
2. Emergency tasks to be performed include:
a) Identify areas where evacuation has been or may be in the future and determine the population at risk.
b) Perform evacuation planning for known risk areas, including route selection and determining traffic control requirements.
c) Develop simplified planning procedures for ad hoc evacuations.
d) Determine emergency public information requirements.
e) Assist in evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).

vii. Firefighting.
1. The Celina Fire Department is assigned Primary responsibility for this function. They will prepare and maintain Annex F (Firefighting) for this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Fire prevention activities.
b) Fire detection and control.
c) Hazardous material and oil spill response.
d) Terrorist incident response.
e) Evacuation support.
f) Post-incident reconnaissance and damage assessment.
g) Fire safety inspection of temporary shelters.
h) Prepare and maintain fire resource inventory.

viii. Law Enforcement.
    1. The City of Celina Police Department is assigned Primary responsibility for this function. They will prepare and maintain Annex G (Law Enforcement) to this plan and support SOPs.
    2. Emergency tasks to be performed include:
        a) Maintenance of law and order.
        b) Traffic control.
        c) Terrorist incident response.
        d) Security for vital facilities, evacuated areas, and shelters must be provided.
        e) Access control for damaged or contaminated areas.
        f) Warning support.
        g) Post-incident reconnaissance and damage assessment.
        h) Prepare and maintain law enforcement resource inventory.

ix. Health and Medical Services.
    1. The fire chief and emergency management coordinator are assigned Primary responsibility for this function. They will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
    2. Emergency tasks to be performed include:
        a) Coordinate health and medical care and EMS support during emergencies
        b) Public health information and education.
        c) Inspection of food and water supplies.
        d) Develop emergency public health regulations and orders.
        e) Coordinate collection, identification, and interment of deceased victims.

x. Direction and Control.
    1. Primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
    2. Emergency tasks to be performed include:
        a) Direct and control our local operating forces.
        b) Maintain coordination with neighboring jurisdictions and the Disaster District in Garland, Texas.
        c) Maintain the EOC in an operating mode or rapidly convert the designated facility space into an operable EOC.
        d) Assign representatives, by title, to report to the EOC and develop procedures for crisis training.
        e) Develop and identify the staff's duties, display, and use of message forms and procedures for EOC activation.

f) Coordinates the evacuation of areas at risk.

xi. Hazardous Materials & Oil Spill.
   1. The primary responsibility for this function is assigned to the Celina Fire Department, which will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) for this plan and support SOPs.
   2. Emergency tasks to be performed include:
      a) Following OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
      b) Establish the functional areas of the hazmat incident (e.g., hot zone, cool zone, cold zone, etc.)
      c) Determine and implement requirements for personal protective equipment for emergency responders.
      d) Initiate appropriate actions to control and eliminate hazards by establishing hazmat response guidance and SOPs.
      e) Determine areas at risk and which public protective actions, if any, should be implemented.
      f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
      g) Determines when affected areas may be safely reentered.

xii. Search & Rescue.
   1. The primary responsibility for this function is assigned to the Celina Fire Department, which will prepare and maintain Annex R (Search and Rescue) for this plan and support SOPs.
   2. Emergency tasks to be performed include:
      a) Coordinate and conduct search and rescue activities.
      b) Identify requirements for specialized resources to support rescue operations.
      c) Coordinate external technical assistance and equipment support for search and rescue operations.

xiii. Terrorist Incident Response.
   1. The Celina Police Department is assigned Primary responsibility for this function. They will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
   2. Emergency tasks to be performed include:
      a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
      b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.

i) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
j) Ensure that state and federal authorities are given the required notification of terrorist incidents.

b. Support Services Responsibilities
   i. Shelter and Mass Care.
      1. Primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and support SOPs
      2. Emergency tasks to be performed include:
         a) Perform emergency shelter and mass care planning.
         b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.
   ii. Public Information.
      1. The City of Celina Marketing & Communications Director is primarily responsible for this function. The director will prepare and maintain Annex I (Public Information) to this plan and support SOPs.
      2. Emergency tasks to be performed include:
         a) Establish a Joint Information Center (JIC)
         b) Conduct ongoing hazard awareness and public education programs.
         c) Under the Joint Information System (JIS), compile and release information and instructions for the public during emergencies and respond to emergency operations questions.
         d) Provide information to the media and the public during emergencies.
         e) Arrange for media briefings.
         f) Compiles print and photo documentation of emergencies.
   iii. Recovery.
      1. The City of Celina Finance Director and Emergency Management Coordinator is assigned primary responsibility for this function. The coordinator will prepare and maintain Annex J (Recovery) to this plan and support SOPs.
      2. Emergency tasks to be performed include:
         a) Establish and train a damage assessment team using local personnel. Coordinate that team's efforts with state and federal damage assessment personnel who may be dispatched to assist us.
         b) Assess and compile information on damage to public and private property and the needs of disaster victims and formulate and carry out programs to fill those needs.
         c) If damages are beyond our capability to deal with, compile information for our elected officials to use in requesting state or federal disaster assistance.

d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

iv. Public Works & Engineering.
1. The City of Celina's public works and engineering departments are assigned Primary responsibility for this function. They will prepare and maintain Annex K (Public Works & Engineering) to this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Protect government facilities and vital equipment where possible
b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
c) Direct temporary repair of vital facilities.
d) Restoring damaged roads and bridges.
e) Restore waste treatment and disposal systems.
f) Arrange for debris removal.
g) General damage assessment support.
h) Building inspection support.
i) Provide specialized equipment to support emergency operations.
j) Support traffic control and search and rescue operations.

v. Utilities.
1. The Public Works Department is assigned Primary responsibility for this function. They will prepare and maintain Annex L (Energy and Utilities) to this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Prioritize restoration of utility service to vital facilities and other facilities.
b) Arrange for the provision of emergency power sources where required.
c) Identify emergency drinking water and portable toilets requirements for the department or agency responsible for mass care.
d) Assess damage to, repair, and restore public utilities.
e) Monitor recovery activities of privately owned utilities.

vi. Resource Management.
1. The City of Celina Purchasing Department is assigned primary responsibility for this function. They will prepare and maintain Annex M (Resource Management) for this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Maintain an inventory of emergency resources.
b) During emergency operations, locate supplies, equipment, and personnel to meet specific needs.
c) Maintain a list of suppliers for supplies and equipment needed immediately after an emergency.
d) Establish emergency purchasing procedures and coordinate emergency procurements.

e) Establish and maintain a manpower reserve and coordinate the assignment of reserve personnel to departments and agencies that require augmentation.
f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergencies.
g) Establish staging areas for resources, if required.
h) During emergency operations, identify the needed goods, services, and personnel and report them to the Donations Management Coordinator.
i) Maintain records of emergency-related expenditures for purchases and personnel.

vii. Human Services.
1. Primary responsibility for this function is assigned to them. Prepare and maintain Annex O (Human Services) to this plan and support SOPs
2. Emergency tasks to be performed include:
a) Identify emergency feeding sites.
b) Identify sources of clothing for disaster victims.
c) Secure emergency food supplies.
d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross
e) Coordinate special care requirements for disaster victims, such as older adults and functional and access-needs individuals.
f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and others suffering trauma due to the emergency incident/disaster.

viii. Hazard Mitigation.
1. The primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex P (Hazard Mitigation) for this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Maintain the local Hazard Analysis.
b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects
c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
d) Coordinate and carry out post-disaster hazard mitigation programs.

ix. Transportation.
1. The primary responsibility for this function is assigned to the City of Celina Public Works Director, who will prepare and maintain Annex S (Transportation) to this plan and support SOPs.
2. Emergency tasks to be performed include:

a) Identifies local public and private transportation resources and coordinates their use in emergencies.
b) Coordinates deployment of transportation equipment to support emergency operations.
c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
d) Maintain records of the use of transportation equipment and personnel for possible reimbursement.

x. Donations Management.
1. The primary responsibility for this function is assigned to the City of Celina Finance Director, who will prepare and maintain Annex T (Donations Management) to this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Compile resource requirements identified by the Resource Management staff.
b) Solicit donations to meet known needs.
c) Establish and implement procedures for receiving, accepting, or turning down offers of donated goods and services and instruct donors on needed goods or services.
d) In coordination with the Resource Management staff, we establish a facility to receive, sort, and distribute donated goods.

xi. Legal
1. The primary responsibility for this function is assigned to the City of Celina City Attorney, who will prepare and maintain Annex U (Legal) to this plan and support SOPs.
2. Emergency tasks to be performed include:
a) Advise local officials on the emergency powers of local government and procedures for invoking those measures.
b) Review and advise our officials on possible legal issues from disaster operations.
c) Prepare or recommend legislation to implement the emergency powers required during an emergency.
d) Advise local officials and department heads on record-keeping requirements and other documentation necessary to exercise emergency powers.

xii. Department and agency heads that do not have a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

c. Volunteer & Other Services
i. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:
1. Dallas Chapter, American Red Cross.
a) The Red Cross provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of essential clothing, and limited financial assistance to those

affected by emergencies. The Red Cross also provides feeding for emergency workers.

2. The Salvation Army.
    a) It provides emergency assistance, including mass and mobile feeding, temporary shelter, counseling, missing person services, medical aid, and the warehousing and distribution of donated goods, including food, clothing, and household items. It also provides referrals to government and private agencies for special services.
3. Southern Baptist Convention Disaster Relief.
    a) The agency provides mobile feeding units staffed by volunteers. It is active in providing disaster childcare and has several mobile childcare units. The agency can assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.
4. RACES
    a) The Radio Amateur Civil Emergency Service (RACES) provides amateur radio support for emergency operations, including communications support in the EOC.

VII. Direction and Control

a. General
    i. The Mayor is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, the Mayor may carry out those responsibilities from the EOC.
    ii. The EMC will provide overall direction for the response activities of all our departments. During major emergencies and disasters, they will typically carry out those responsibilities from the EOC.
    iii. The Emergency Management Coordinator, or designee, will manage the EOC.
    iv. The Incident Commander, assisted by a staff sufficient for the tasks, will manage the emergency response at an incident site.
    v. Department heads retain administrative and policy control over their employees and equipment during emergency operations. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for following its operating procedures during response operations. Still, interagency procedures, such as a standard communications protocol, may be adopted to facilitate coordinated effort.
    vi. If the City of Celina's resources are insufficient or inappropriate to deal with an emergency, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies must conform to our senior decision-makers' general guidance and direction.
b. Emergency Facilities

i. Incident Command Post.
    1. Except when an emergency threatens but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted, the incident commander will be responsible for directing the emergency response and managing the resources at the scene.

ii. Emergency Operating Center.
    1. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC located at the Celina Police Department Headquarters.
    2. The following individuals are authorized to activate the EOC:
        a) Mayor
        b) City Manager
        c) Emergency Management Coordinator
        d) Police/ Fire Chief
    3. The general responsibilities of the EOC are to:
        a) Assemble accurate information on the emergency and current resource data to allow local officials to decide on action.
        b) Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
        c) Provide resource support for emergency operations.
        d) Suspend or curtail government services, recommend closing schools and businesses, and cancellation of public events.
        e) Organize and activate large-scale evacuation and mass care operations.
        f) Provide emergency information to the public.
    4. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.

iii. Line of Succession
    1. The line of succession for the Mayor is:
        a) Mayor Pro Tem
        b) Deputy Mayor Pro Tem
    2. The line of succession for the Emergency Management Coordinator is:
        a) Assistant Fire Chief
        b) Fire Chief
    3. The lines of succession for each Celina department and other agency heads shall follow the SOPs established by those departments and agencies.

VIII. Readiness Levels

a. Typically, events will escalate in a linear path of some sort. Most events will provide some warning or preparedness phase; however, other events take us from “sunny” day events to a full-scale disaster. The list below should not be considered all-inclusive. Additionally, there may be times when the city is activated to a specific OPCON Level, but they need to take a couple of steps from higher OPCON Levels. This outline of levels allows for that flexibility. For example, the city may be activated to OPCON Level 3, Monitoring, but it must perform a limited damage assessment from OPCON Level 2.
b. The following Readiness Levels will be used to increase our alert posture.
c. OPCON Level 4: Day-to-Day Operations
    i. Monitor situations for possible impacts
    ii. Review and update plans, procedures, policies, guidelines, task assignments, and other critical
    iii. Coordinate, communicate, and collaborate with local private companies and industries who can assist with mitigation, preparedness, response, and recovery efforts
    iv. Maintain a list of resources available
    v. Ensure all equipment and resources are properly maintained and tested
    vi. Conduct training, drills, and exercises
    vii. Develop task assignments by position or function
    viii. Identify any known resources or other shortfalls
    ix. Establish liaisons with public and private organizations, including but not limited to:
        1. Medical facilities (hospitals, nursing homes, mental health providers)
        2. Hazardous material storage facilities
        3. Utilities
        4. Law enforcement agencies
        5. VOADs
        6. Vendors
        7. LEPC
        8. Local media
        9. Other institutional facilities (jails, schools, etc.)
    x. Maintain a listing of critical infrastructure in the community, such as:
        1. Government facilities
        2. Hazmat storage facilities
        3. Utility infrastructure
        4. Other as identified
    xi. Develop, maintain, and exercise mutual aid and inter-local agreements with other jurisdictions and private industry
    xii. Develop templates for public information and warnings for specific hazards
    xiii. Develop emergency order (disaster declarations, emergency declarations, and other legal documents) templates to assist in obtaining needed governmental powers quickly.
    xiv. Develop emergency purchasing procedures and understand the impacts and activation points to follow emergency purchasing guidance
    xv. Develop RFPs and contracts for critical functions following disaster events, including debris, generators, and others as identified.

xvi. Develop protective actions to protect people, property, and resources, both government-owned and privately owned
xvii. Remain aware of new laws, regulations, policies, and other federal and state guidance and their impacts on emergency management
xviii. Remain aware of current threats, hazards, vulnerabilities, and possible impacts
xix. Event Type Examples:
    1. Not all-inclusive. Additionally, if a hazard does occur, this should not be viewed as a requirement to operate at a specific OPCON. Each situation will be evaluated on a case-by-case basis.
    2. Tropical Weather Threat in the Gulf of Mexico that may impact Texas, but impacts are not imminent
    3. Flashflood Watch/Warning
    4. Severe Thunderstorm Watch/Warning without significant impacts
    5. Winter Weather Threat to the DFW region, but it is not imminent
    6. Wildfire Threat

d. OPCON Level 3- Monitoring/ Increased Readiness
    i. Continuing and expanding, as needed, activities from OPCON Level 4 Increased:
    ii. Initiate monitoring activities, if not already started, for specific hazards, events, or situations
    iii. Consider checking the readiness of specific resources that may be needed for the event (activate as necessary)
        1. Resources may include:
            a) People/staff
            b) Shelter locations
            c) Communications equipment
            d) Food services
    iv. Correct any known issues with resources needed to respond or recover from the event
    v. Check supplies and possible resources and consider filling shortfalls/deficiencies
    vi. Initiate communication with key personnel that may be needed, and update contact information as needed
    vii. Review any plans that may be activated
    viii. Review public information templates and develop additional templates as necessary,
    ix. Consider EOC activation or milestones that may result in EOC activation
    x. Plan for 24/7 operations, if necessary
    xi. Consider initiating coordination calls with internal and external partners
    xii. If specialized teams or resources may be needed, consider briefing them or obtaining them early on
    xiii. Review high-risk areas that may need additional support and resources deployed
    xiv. Ensure, once activated, the EOC is staffed with appropriate personnel to meet the event's needs.
    xv. Consider reviewing documents (SOPs/SOGs/Task Assignments) about specific hazards or events, and update/revise as necessary

xvi. Be prepared for staff ICP and other commands and centers, as the situation warrants
xvii. Be prepared to enact protective actions and develop additional protective actions as needed
xviii. Event Type Examples:
1. Not all-inclusive. Additionally, if a hazard does occur, this should not be viewed as a requirement to operate at a specific OPCON. Each situation will be evaluated on a case-by-case basis.
2. Tropical Weather with threats to Texas or the Louisiana Gulf Coast
3. Flashflood Watch/Warning with potential impacts in Collin County
4. Severe Thunderstorm Watch/Warning
5. Winter Weather Threat to the DFW region with increasing threat
6. Wildfire Threat

e. OPCON Level 2- Limited/ Partial Activation/ High Readiness
i. Continuing and expanding activities from OPCON Level 3. If not initiated, initiate those activities as needed
ii. Alert key personnel of changes in conditions and possible needs
iii. Activate needed resources, if not already activated, including 24/7 operations
iv. Activate EOC or incident command posts if the situation warrants
v. Work to respond and recover from the event
vi. Ensure resource needs are met and filled as much as possible
vii. Ensure off-duty personnel are prepared to be recalled as necessary.
viii. Communicate, coordinate, and collaborate with local, regional, state, and federal resources as needed to meet the incident needs
ix. Prepare to submit DSO and other damage assessment documents to the State to begin the federal declaration process
x. Perform damage assessments and debris estimates as needed
xi. Coordinate restoration of critical infrastructure to support the citizens
xii. Brief EOC stakeholders on potential issues regarding all resource types and prepare to fill
xiii. Event Type Examples:
1. Not all-inclusive. Additionally, if a hazard does occur, this should not be viewed as a requirement to operate at a specific OPCON. Each situation will be evaluated on a case-by-case basis.
2. Tropical Weather Threat is imminent to Texas or the Louisiana Gulf Coast, with potential shelter operations or direct impacts possible in the DFW Region
3. Flashflood Watch/Warning with significant impacts
4. Severe Thunderstorm Watch/Warning with significant impacts
5. Winter Weather impacts on the DFW region

f. OPCON Level 1- Full Activation/ Maximum Readiness
i. Continue, expand, or initiate activities from previous OPCONs
ii. Activate needed resources to support the event
iii. Event Type Examples:
1. Not all-inclusive. Additionally, if a hazard does occur, this should not be viewed as a requirement to operate at a specific OPCON. Each situation will be evaluated on a case-by-case basis.

2. Shelter operations
3. Major impacts from any hazard

IX. Administration and Support

a. Agreements and Contracts
   i. Should our local resources prove inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry following existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. Authorized officials will enter all agreements, and they should be in writing whenever possible. Those documents, agreements, and contracts should identify the local officials authorized to request assistance.
   ii. Attachment 6 summarizes the agreements and contracts pertinent to emergency management to which we are parties.

b. Reports
   i. Hazardous Materials Spill Reporting: If the City is responsible for releasing hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
   ii. Initial Emergency Report: The EOC should prepare and transmit this short report when an ongoing emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control, for the format and instructions for this report.
   iii. Situation Report: A daily situation report (SitRep) should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for this report's format and instructions.
   iv. Incident Action Plan: An Incident Action Plan (IAP) is a document that outlines the expected activities for the next operational period. The document should include staffing expectations, acquired and needed resources, response/recovery objectives, and other key information to guide the operations during that period.
   v. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

c. Records
   i. Record Keeping for Emergency Operations
   ii. The City is responsible for establishing the administrative controls necessary to manage fund expenditures and provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done following the established local fiscal policies and standard cost accounting procedures.
   iii. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
      1. Activation or deactivation of emergency facilities.

2. Emergency notifications to local governments and state and federal agencies.
3. Significant changes in the emergency.
4. Major commitments of resources or requests for additional resources from external sources.
5. Issuance of protective action recommendations to the public.
6. Evacuations.
7. Casualties.
8. Containment or termination of the incident.

iv. Incident Costs. All departments and agencies shall maintain records summarizing personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future department or agency budgets.

v. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed costs for emergency operations, including:
   1. Personnel costs, especially overtime costs
   2. Equipment operations costs
   3. Costs for leased or rented equipment
   4. Costs for contract services to support emergency operations
   5. Costs of specialized supplies expended for emergency operations

vi. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for specific allowable response and recovery costs from the state or federal government.

vii. Preservation of Records
   1. To continue normal government operations following an emergency disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparing annexes to this plan will include the protection of vital records in its SOPs.
   2. If records are damaged during an emergency, we will seek professional assistance to preserve and restore them.

d. Training
   i. Each agency director will be responsible for ensuring that agency personnel, following the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

e. Consumer Protection
   i. Consumer complaints about unfair or illegal business practices often occur after a disaster. The City Attorney will refer such complaints to the Consumer Protection Division of the Office of the Attorney General.

f. Post-Incident and Exercise Review
   i. The Mayor/City Manager/EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After-Action Report (AAR) will entail written and verbal input from all appropriate participants. Based on the

deficiencies identified, an improvement plan will be developed, and an individual, department, or agency will be assigned responsibility for correcting the deficiencies. A due date shall be established for that action.

X. Plan Development and Maintenance

a. Plan Development
   i. The Mayor is responsible for approving and promulgating this plan.
   ii. Distribution of Planning Documents
      1. The EMC shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked with this document. Copies should also be set aside for the EOC and other emergency facilities.
      2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and its various annexes. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan because the Basic Plan describes our emergency management organization and basic operational concepts.
   iii. Review
      1. Local officials shall review the basic plan and its annexes annually. The EMC will establish a schedule for the annual review of planning documents by those tasked with them.

b. Update
   i. This plan will be updated based on deficiencies identified during actual emergencies and exercises and when threat hazards, resources, capabilities, or government structure changes occur.
   ii. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the Emergency Management Coordinator. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, and each annex. For details on updating planning documents and when changes should be made, refer to Chapter 3 of the Division of Emergency Management (DEM) *Local Emergency Management Planning Guide* (DEM-10).
   iii. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked with those documents.
   iv. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. Chapter 6 of the DEM-10 describes the process for submitting new or updated planning documents to DEM.

Attachments
1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts

7. National Incident Management System

ATTACHMENT 1
DISTRIBUTION LIST

City of Celina Departments:	Plans
City Manager's Office	
Fire Department	
Finance	
Human Resources	
Marketing	
Planning	
Police Department	
Procurement	
Public Works	

Outside Agencies:	Plans
All ISDs within Celina	
Hospital In Celina	
TDEM Planning Division	All
Human Resources	
Marketing	
Planning	
Police Department	
Procurement	
Public Works	

ATTACHMENT 2
REFERENCES

1. Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10

2. Texas Division of Emergency Management, *Disaster Recovery Manual*

3. Texas Division of Emergency Management, *Mitigation Handbook*

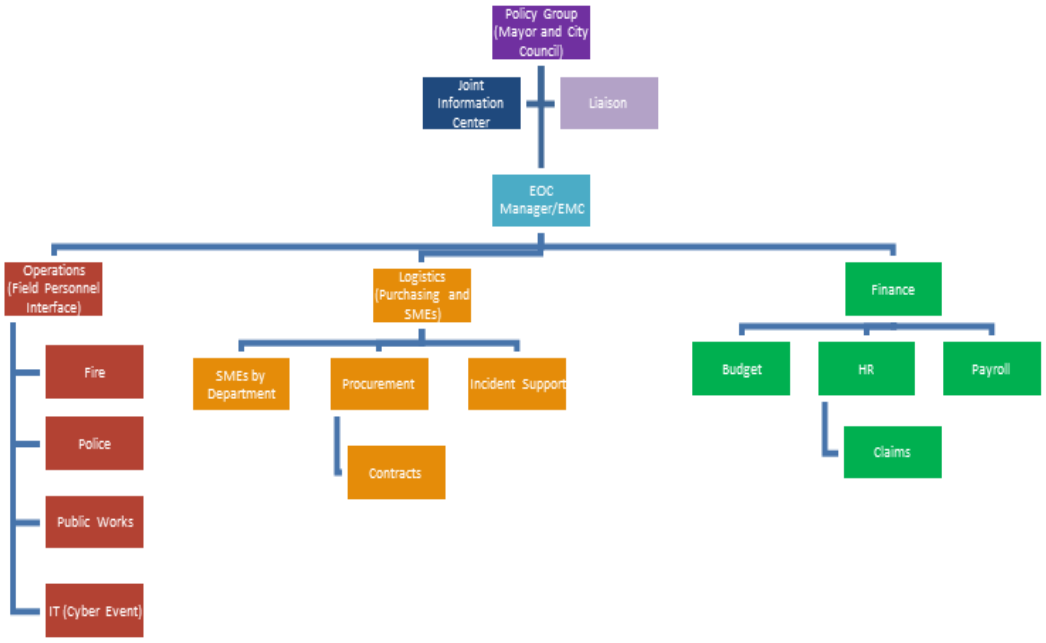
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*

5. FEMA, *Comprehensive Preparedness Guide (CPG-101)*

6. U. S. Department of Homeland Security, *National Response Plan*

7. 79th Texas Legislature*, House Bill 3111*

ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT



ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response
Mayor	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S
City Manager	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
EMC	C	P	P	C	C	C	C	C	C	C	C	C	S	P	C	P	C	C	C	C	C	C
Celina Police Department	S	S	C	S	P	C	P	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
Celina Fire Department	S	S	C	P	C	P	C	P	C	C	C	C	C	C	C	C	P	P	C	C	C	S
Celina Public Works	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	P	S	S	S
Celina Finance	S	S	S	S	S	S	S	S	S	P	S	S	C	S	S	S	S	S	S	P	S	S
City Attorney	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S
Marketing & Communication	P	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S	S	S	S	S	S
Celina Purchasing	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S	S

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

ATTACHMENT 5
ANNEX ASSIGNMENTS

ANNEX	ASSIGNED TO:
Annex A: Warning	Director of Marketing & Communications/ Emergency Management Coordinator
Annex B: Communications	Emergency Management Coordinator
Annex C: Shelter & Mass Care	Emergency Management Coordinator
Annex D: Radiological Protection	Fire Chief/Emergency Management Coordinator
Annex E: Evacuation	Police Chief/ Emergency Management Coordinator
Annex F: Firefighting	Fire Chief/Fire Marshal
Annex G: Law Enforcement	Police Chief/County Sheriff
Annex H: Health and Medical Services	Fire Chief/ Emergency Management Coordinator/ Health District
Annex I: Public Information	Director of Marketing & Communications/ Emergency Management Coordinator
Annex J: Recovery	Finance Director/ Emergency Management Coordinator
Annex K: Public Works & Engineering	Public Works Director/ Director of Engineering/ Emergency Management Coordinator
Annex L: Utilities	Public Works Director/ Emergency Management Coordinator
Annex M: Resource Management	Finance Director/ Emergency Management Coordinator
Annex N: Direction & Control	Emergency Management Coordinator
Annex O: Human Services	Emergency Management Coordinator
Annex P: Hazard Mitigation	Emergency Management Coordinator
Annex Q: Hazardous Materials & Oil Spill Response	Fire Chief
Annex R: Search & Rescue	Fire Chief
Annex S: Transportation	Public Works Director/ Emergency Management Coordinator
Annex T: Donations Management	Finance Director/ Emergency Management Coordinator
Annex U: Legal	City Attorney
Annex V: Terrorist Incident Response	Police Chief

ATTACHMENT 6
SUMMARY OF AGREEMENTS & CONTRACTS

Agreements

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Contracts

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

ATTACHMENT 7
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY

A. BACKGROUND

1. NIMS is a comprehensive, national incident management approach applicable to all jurisdictional levels and functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management and requirements for processes, procedures, and systems designed to improve interoperability.

2. NIMS is a multifaceted system providing a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for minor incidents and large-scale emergencies. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from various agencies and geographic locations can be rapidly incorporated into a standard management structure.

   a. Incident Management System. A system designed to manage both emergency incidents and non-emergency events, such as celebrations.

      1) FEATURES OF ICS

         ICS has several features that work together to make it a natural management system. Among the primary attributes of ICS are:

         a) Common Terminology. ICS requires common terminology, such as standard titles for facilities and positions within an organization, to ensure efficient and transparent communications.

         b) Organizational Resources. All resources, including personnel, facilities, major equipment, and supplies used to support incident management activities, must be “typed” concerning capability. This typing will minimize confusion and enhance interoperability.

         c) Manageable Span of Control. The span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.

         d) Organizational Facilities. Common terminology defines incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

         e) Use of Position Titles. All ICS positions have distinct titles.

f) Reliance on an Incident Action Plan. The incident action plan, whether verbal or written, is intended to provide supervisory personnel with a shared understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, state or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.

g) Integrated Communications. Integrated communications involve effectively interfacing disparate communications, planning the use of all available systems and frequencies, and ensuring clear text in all communications.

h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction responsible for the incident or when personnel and equipment from different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency involves matters for which state or federal agencies have regulatory responsibility or legal requirements.

b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The significant change from a typical ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish goals; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

a) An Area Command is intended for situations where multiple incidents are managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

b) An area Command's organization differs from a Unified Command's in that there is no operations section since all operations are conducted on-scene at the separate ICPs.

b. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents requiring higher-level resources or information management.

The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications, all of which are integrated into a common framework for coordinating and supporting incident management.

c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System* Plan, dated March 2004.

2. Preparedness. Preparedness activities include planning, training, exercises, certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities, such as publication management, would also be preparedness activities.

3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.

4. Communications and Information Management. Adherence to NIMS-specified standards by all agencies ensures interoperability and compatibility in communications and information management.

5. Supporting Technologies. This would include technologies that enhance the capabilities essential to implementing the NIMS, such as voice and data communication systems, resource tracking systems, or data display systems.

6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of the system and its components over the long term.

Facility Use Agreement

The American National Red Cross (“Red Cross”), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross’s disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Celina - Ralph O'Dell Senior Center
Address	410 E Main St. Collin County, Celina, TX
24-Hour Point of Contact Name and Title Work Phone Cell	Elizabeth Thomas EMC 214-310-7136 ethomas@celina-tx.gov
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	North TX Region
Chapter Address	2055 Kendall Dr, Dallas TX, 75235
24-Hour Point of Contact Name and Title Work Phone Cell	Cheyenne Quinones Diaz ARC - Community Disaster Program Manager (CDPM) 682-816-7147
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write “See attached facility list,” and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		CQD
Storage of supplies		CQD
Parking of vehicles		CQD
Disaster Shelter		CQD

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials CQD

   b. The Red Cross will pay $___ per: _____ for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		CQD
Gas		CQD
Electricity		CQD
Waste Disposal		CQD

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

	The American National Red Cross
Owner (Legal Name)	(Legal Name)
By (Signature)	Cheyenne Quinones Diaz By (Signature)
Name (Printed)	Cheyenne Quinones Diaz Name (Printed)
Title	Community Disaster Program Manager Title
Date	08/26/2025 Date

PET ADDENDUM TO FACILITY USE AGREEMENT

This Pet Addendum to Facility Use Agreement ("Addendum") is hereby annexed to and made a part of the Facility Use Agreement ("Agreement") having an effective date of August, 2025, and entered into between City of Celina - Ralph O'Dell Senior Center ("Owner") and The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate under the laws of the United State (36 U.S.C. §§ 300101-300111 (2007) ("Red Cross"). Owner and Red Cross are each sometimes referred to herein as a "Party" and collectively, as "Parties", as the context requires. Capitalized terms used, but not defined herein have the meanings set forth in the "Agreement".

Owner hereby grants permission to the Red Cross to permit its clients while occupying a portion of the Premises ("Client") to keep only those pet(s) described below upon the terms and conditions in this Addendum. All pets are subject to the following general policies:

1. Clients' household pets, including assistance/therapy animals (each as defined by applicable law) are permitted to be kept on and in the area of the Facility designated on Exhibit A of this Addendum ("Pet Area"), or other areas (designated by Owner) in the building.

2. Clients' service and/or guide animals (as defined by applicable law) are permitted to be kept in the same area of the Facility as the Client.

3. At all times when a client's pet is outside the Pet Area, the pet must be secured by either a leash, or in a carrier or other container and restrained in such a way so as not to cause any damage to people or the Facility. Except for service and/or guide animals, no pet is permitted in any part of the Facility, other than the Pet Area, or other areas designated and approved by Owner.

4. Owner's personnel shall avoid physical contact with any pet and shall enter the Pet Area only accompanied by the Red Cross Representative (identified in the Agreement) or Animal Welfare Organization (AWO) providing care and/or support of the pet.

5. Red Cross agrees that it, acting through the AWO, shall be responsible for sheltering, feeding, maintaining, and overseeing the welfare of the pets in compliance with all applicable laws and regulations, including but not limited to all state law and local ordinances regarding pet ownership and liability.

6. The Parties may execute and deliver this Addendum in counterparts.

7. Except as otherwise set forth in this Addendum, the terms of the Agreement remain in effect.

8. The term of this Addendum shall be coterminous with the term of the Agreement.

The Parties have executed and delivered this Addendum as of the Effective Date.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officers, have executed this Contract, which shall come into force as of the latest date of the signatures below.

OWNER	RED CROSS North Texas Region
Name: _____	The American National Red Cross
By: _____ Signature	By: Cheyenne Quinones Diaz _____ Cheyenne Quinones Diaz Signature
Print Name: _____	Print Name: Cheyenne Quinones Diaz
Title: _____	Title: Community Disaster Program Manager

Exhibit A

Diagram of Pet Area (include location of pet waste disposal bins/areas)

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MEMORANDUM OF UNDERSTANDING
Between the City of Celina and GraceBridge
Regarding Donation Management for Disaster Relief

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into as of November 11, 2025, by and between the **City of Celina**, a municipal corporation (hereinafter referred to as the "City"), and **GraceBridge**, a 501(c)(3) nonprofit organization (hereinafter referred to as the "Nonprofit").

I. Purpose

The purpose of this MOU is to establish a cooperative framework, define roles and specify responsibilities for the effective collection, management, and distribution of monetary and in-kind donations received in response to disaster and emergency events impacting the City of Celina and its extraterritorial jurisdiction. This MOU aims to ensure timely, transparent, and coordinated management of donations for relief efforts.

II. Scope

This MOU applies to disaster and emergency situations such as natural disasters (e.g., floods, wildfires, severe weather, earthquakes, chemical explosions or contamination), public health emergencies, or in the event of a disaster or emergency declaration by the City of Celina.

III. Roles and Responsibilities

A. City of Celina shall:

1. Designate the Nonprofit as the official donation management partner for disaster relief.
2. Facilitate communication between the Nonprofit and City departments.
3. Provide emergency access to city facilities for storage or distribution of in-kind donations as needed and as available.
4. Assist with public outreach to promote, and educate the public to make, the donations to the Nonprofit.
5. Share real-time information to the Nonprofit about community needs, affected areas, and priority populations.

B. Gracebridge shall:

1. Establish and maintain disaster-specific donation management systems for both goods and funds.

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2. Activate a disaster response donation plan within 24 hours of notification from the City.
3. Ensure safe, efficient intake, storage, inventory, and distribution of goods, prioritizing items requested by the City.
4. Allocate monetary donations exclusively to disaster relief services, and track all expenditures with full transparency.
5. Provide donors with appropriate receipts and acknowledgments.
6. Submit weekly reports to the City during active disaster response, including financial summaries, goods distributed, and identified gaps.
7. Coordinate and manage volunteers seeking to assist with disaster relief efforts.
8. Communicate donation needs to the public, in coordination with the City.

IV. Financial and Goods Donation Management by Gracebridge

Emergency, disaster relief, or similar funds or aide from a political subdivision, whether state, federal, or otherwise (i.e., FEMA funds), shall be received and managed solely by the City and are not "monetary donations" governed by this MOU.

1. **For monetary donations for disaster relief, Nonprofit shall:**
    - Deposit monetary donations into a segregated disaster relief account.
    - Manage the disaster relief account. A transparent disbursement process with clear guidelines will be established by Nonprofit to ensure accountability and equitable resource allocation.
    - Collaborate with the City to understand community needs.
    - Ensure spending of monetary donations aligns with the scope of the specific disaster and the community's needs.
    - Regularly reconcile and report uses and balances of monetary donations to the City and the public (no less often than monthly during and following a disaster).
    - Allow the City to audit the disaster relief account and donated funds to ensure compliance with the terms of this MOU. In audit, the City agrees not to take possession of confidential information of Nonprofit donors, to the extent practicable, and to the extent permitted by law, take reasonable steps to prevent unintentional disclosure of confidential non-profit information.
    - Excess monetary donations remaining after funding disaster relief shall be invested and used by Nonprofit within the City.
2. **For in-kind donations, or the donation of goods, and volunteers Nonprofit shall:**
    - Only accept donations of pre-approved goods (as communicated to the public) to ensure operational efficiency.
    - Inventory all donated goods and store them securely.
    - Perishable, unsafe or unneeded items will be declined or disposed of per the Nonprofit's policy.
    - Manage and coordinate tasks among individuals seeking to perform volunteer work to assist with the disaster recovery efforts. All volunteers shall be volunteers of

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Nonprofit and not volunteers of the City. Whether to allow any individual to volunteer and the task to be performed by any individual shall be at the sole discretion of Nonprofit.

V. Communications

The parties shall coordinate joint messaging through press releases, public service announcements, and social media to ensure consistent guidance to the public on how and where to donate. The Nonprofit will serve as the public-facing donation manager, with City support.

VI. Duration and Termination

This MOU shall remain in effect for a period of ten years, with automatic one-year renewals, from the date of execution until earlier terminated by either party with thirty (30) days' written notice. In the event of an active disaster response, both parties shall endeavor to maintain collaboration until the response and immediate recovery phases are concluded.

VII. Amendment

This MOU may be modified at any time by mutual written agreement signed by both parties.

VIII. Contacts

City of Celina
Name: Robert Ranc
Title: City Manager
Phone: 972-382-2682
Email: rranc@celina-tx.gov

GraceBridge
Name: Carter Morris
Title: President
Phone: 214-563-2352
Email: carter@gracebridge.u

[signature page follows]

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IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

City of Celina

By: _____
Name: Ryan Tubbs
Title: Mayor

GraceBridge

By: Signed by: Carter Morris 380EB45E5762467... _____
Name: Carter Morris
Title: President/CEO

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 14, 2025
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:20 PM.

Members Present:
Mayor Ryan Tubbs
Mayor Pro Tem Eddie Cawlfield
Deputy Mayor Pro Tem Brandon Grumbles
Council Member Philip Ferguson
Council Member Andy Hopkins
Council Member Wendie Wigginton

Members Absent:
Council Member Mindy Koehne

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Pastor Mark Riggins led the Invocation.

III. EXECUTIVE SESSION:

Closed to public as provided in the Texas Government Code.

The City Council convened into Executive Session at 5:22 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Entitlement Community - HUD.
B. Discussion regarding an amendment to the Preston 450 Development Agreement.
C. Discussion regarding Ting An; Haoran An v. City of Celina - Cause No. 04-SC-25.

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

D. Discussion regarding Project Buckeye.
E. Discussion regarding Project Jasper.
F. Discussion regarding Downtown economic development projects.

G. Discussion regarding an amendment to an Economic Development and Performance Agreement with BARM Group, Inc. (Stella's Ice Cream).

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

H. Discussion regarding 312 E Ash Street.

Upon a motion by Mayor Tubbs and a second by Mayor Pro Tem Cawlfield, the Council voted six (6) for and none (0) opposed to approve purchasing 312 E Ash Street and authorize the City Manager to execute the purchase contract and all documents required to close on the property. The motion carried 6-0.

I. Discussion regarding a 7th Amendment for the Uptown Development Agreement.

J. Discussion regarding compensation of material within Public ROW.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.0761 Critical Infrastructure Facility:

K. Discussion regarding cybersecurity.

Upon a motion by Mayor Tubbs and a second by Council Member Andy Hopkins, the Council voted six (6) for and none (0) opposed to approve the contract with Free IT Data Solutions Inc. for Cybersecurity Services for an amount not to exceed $107,599.67. The motion carried 6-0.

The City Council closed Executive Session and reconvened into Open Session at 6:30 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).

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

A. Fire Prevention Month Proclamation. (White)

B. National Planning Month Proclamation. (Kleineck)

C. Arbor Day Proclamation. (Kleineck)

D. Recognition of Youth Council Members. (Kearney)

E. Recognition of Jesse Sachs. (Kearney)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding Celina's 150th Celebration. (Monaco)

B. Discussion regarding Master Fee Chart. (Owens)

C. Discussion regarding the results of the Celina Economic Development Corporation's marketing and branding study. (Satarino)

D. Discussion regarding the master planning of Celina Economic Development Corporation's owned property. (Satarino)

E. Discussion regarding the construction progress of Sunset Boulevard Asphalt Improvements. (Glasgow)

F. Discussion regarding future debt issuance. (Stovall)

VI. OPEN FORUM:

Mayor Tubbs called on those who signed up to speak:

1) Cherry Stanwick spoke regarding the 150th Celebration and the logos that were presented to Council.

VII. CONSENT AGENDA:

Mayor Tubbs removed Item R from the Consent Agenda.

Upon a motion by Council Member Andy Hopkins and a second by Deputy Mayor Pro Tem Grumbles, the Council voted seven (6) for and none (0) opposed to approve the Consent Agenda. The motion carried 6-0.

A. Minutes Approval:
   1) City Council - Regular Meeting - September 9, 2025, 5:00 p.m.

B. Consider and act to purchase fiber optic cable for Phase 4 of the fiber project from Anixter Inc. through a cooperative contract with Omnia Partners for an amount not to exceed $250,700.00. (Alexander)

C. Consider and act to purchase Construction Services for the Public Works Remodel from Nouveau Construction through a cooperative contract for $244,510.75 with a 10% contingency of $24,451.08 for a not to exceed amount of $268,961.83. (Brawner)

D. 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. 2025-98

E. Consider and act upon an Ordinance amending Ordinance No. 2025-94 which adopted and approved the budget for fiscal year beginning October 1, 2025, and ending September 30, 2026, and make appropriations for each department, project, and account, by adopting an amended 2025-2026 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Ordinance No. 2025-99

F. Consider and act to purchase two (2) outfitted patrol vehicles, one (1) detective vehicle, and one (1) administrative services vehicle for the Police Department from multiple vendors through several cooperative contracts for an amount not to exceed $331,634.54. (Cullison)

G. Consider and act to authorize a Change Order with GRod Construction LLC, for additional road repairs in the 2025 Annual Street Maintenance project, in an amount not to exceed $235,302.32. (Figueroa)

H. Consider and act to authorize the purchase of Bandit Intimidator 21XP Model 21XP wood chipper MBudget ID #1098 for the Public Works Department from Brabandt Equipment, Corp, through a cooperative contract with Sourcewell Contract #010925-BAN in an amount not to exceed $269,851.60. (Figueroa)

I. Consider and act to authorize the purchase of 13 new vehicles for the Public Works, Development Services, and Engineering Departments from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $905,165.00. (Figueroa)

J. Consider and act to authorize the purchase of Caterpillar Model CW16 Pneumatic Tire Roller MBudget ID #1097 for the Public Works Department from Holt Cat through a cooperative contract with Sourcewell Contract #011723 in an amount not to exceed $124,010.00. (Figueroa)

K. Consider and act to authorize the purchase of two (2) new pieces of equipment MBudget ID's #1107 and #1108 for the Parks and Recreation Department from Professional Turf Products L.P., through a cooperative contract with BuyBoard Contract #706-23 for an amount not to exceed $54,256.44. (Figueroa)

L. Consider and act to award RFP 2025-055 to Alturex for Generator Preventive Maintenance and Service in an initial term amount of $93,718.80 for a contract term of one (1) year, with two (2) renewal options in an amount not to exceed $238,528.40 at the unit prices listed and generator repairs or service not specifically mentioned in the bid will be performed at $125 an hour for regular hours, $187.50 for overtime, with a 15% markup on parts and not to exceed the annual budgeted amount. (Figueroa)

M. Consider and act to authorize the purchase of Elgin Regen-X Regenerative Air Street Sweeper MBudget ID #978 for the Public Works Department from Kinloch Equipment & Supply, Inc., through a cooperative contract with Sourcewell Contract #093021-ELG in an amount not to exceed $386,660.00. (Figueroa)

N. Consider and act to authorize the purchase of 2027 Western Star 47X GapVax MBudget ID #976 for the Public Works Department from Lonestar Freightliner Group LLC; DBA Lonestar Truck Group through a cooperative contract with The Interlocal Purchasing System (TIPS) Contract #221001 in an amount not to exceed $734,426.00. (Figueroa)

O. Consider and act to authorize the purchase of three (3) new pieces of equipment MBudget ID's #1105, #1106, and #1109 for the Parks and Recreation Department from Zimmerer Kubota & Equipment Inc., through a cooperative contract with BuyBoard and Sourcewell for an amount not to exceed $169,336.65. (Figueroa)

P. Consider and act upon an Ordinance authorizing the partial release of the Drainage Easement dedicated to the City of Celina for a drainage channel by Ownsby 1180 Farm Ltd. (Glasgow)

Ordinance No. 2025-100

Q. Consider and act to authorize an amendment to a work authorization for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $140,000.00. (Glasgow)

R. Consider and act upon a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of County Road 53 across the BNSF right-of-way. (Glasgow)

Upon a motion by Mayor Tubbs and a second by Council Member Hopkins, the Council voted six (6) for and none (0) opposed to table until the November 11, 2025, meeting. The motion carried 6-0.

S. Consider and act upon a Resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied. (Kearney)

Resolution No. 2025-68R

T. Consider and act upon a Resolution consenting to the annexation of approximately 41 acres of land into the Uptown Municipal Utility District No. 1 of Collin County; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive. (Glen at Uptown – MUD Annexation) (Mohan)

Resolution No. 2025-69R

U. Consider and act upon a Resolution consenting to the annexation of approximately 54 acres of land into the Serenade Municipal Utility District, generally located at the northeast corner of future Custer Road and future Stallcup Boulevard. (Huffines (Serenade) Expansion – MUD Annexation) (Mohan)

Resolution No. 2025-70R

V. Consider and act to accept the resignation of Aaron Zapata and declare a vacancy on the Library Board. (Owens)

W. Consider and act upon a Resolution establishing, selecting, and appointing a 2025 General Obligation (GO) Bond Committee. (Stovall)

Resolution No. 2025-71R

X. Consider and act to authorize the purchase of annual Integrated Pest Management services from TruGreen Commercial through a cooperative contract with BuyBoard for an amount not to exceed $90,755.00. (Walsh)

Y. Consider and act to authorize the purchase of youth athletic league program uniforms from Sport, Inc. (Team Sport and Performance), through a cooperative contract with Omnia Partners for an amount not to exceed $130,275.00. (Walsh)

Z. Consider and act to renew the Interlocal Agreement for Fire and EMS dispatch services by and between the City of Celina and Collin County. (White)

AA. Consider and act upon an Amendment to an Economic Development and Performance Agreement with BARM Group, Inc. (Stella's Ice Cream) (Satarino)

BB. Consider and act to authorize a second amended and restated employment agreement with the city manager.

CC. Consider and act to authorize a severance agreement with the city manager.

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 417 acres; generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Wildhorse (Hubbard Tract) – C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the Public Hearing at 8:33 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:34 PM.

Upon a motion by Council Member Hopkins and a second by Mayor Pro Tem Cawlfield, the Council voted four (4) for and two (2) opposed to approve Ordinance No. 2025-101. The motion carried 4-2. Council Member Ferguson, and Council Member Wigginton opposed.

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 417 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Horizontal Multi-Family District (MF-0), Multi-Family Urban Edge District (MF-2), Multi-Family Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), Commercial, Office, & Retail District (C), and Preston Road Overlay District (PRO) base zoning, and modified development standards; generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive. (Wildhorse (Hubbard Tract) – PD Zoning) (Mohan)

Mayor Tubbs opened the Public Hearing at 8:38 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:38 PM.

Upon a motion by Council Member Hopkins and a second by Mayor Pro Tem Cawlfield, the Council voted four (4) for and two (2) opposed to approve Ordinance No. 2025-102. The motion carried 4-2. Council Member Ferguson, and Council Member Wigginton opposed.

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.04: Site Development Standards, Part One: Architectural Design Standards. (Text Amendment) (McAfee)

Mayor Tubbs opened the Public Hearing at 8:48 PM.
1) Mackenzie Ledet, with James Hardie, spoke in support.
2) Obed Contreras, spoke in opposition.
3) David Lehde, the Dallas Builders Association, spoke in opposition.
4) Ghentry Pace addressed the Council.
Mayor Tubbs closed the Public Hearing at 8:58 PM.

Upon a motion by Mayor Tubbs and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-

103, with the modification of keeping the design standards of Category Type A at 80% and Category Type B at 20%. The motion carried 6-0.

D. Conduct a Public Hearing to consider public comment regarding the creation of the Creekbend Public Improvement District and act upon a Resolution creating the Creekbend Public Improvement District. (Bromiley)

Mayor Tubbs opened the Public Hearing at 9:07 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 9:08 PM.

Upon a motion by Deputy Mayor Pro Tem Grumbles and a second by Council Member Hopkins, the Council voted seven (6) for and none (0) opposed to approve Resolution No. 2025-72R. The motion carried 6-0.

E. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a final Legacy Celina Public Improvement District of Celina, Texas, Service and Assessment Plan, including the assessment roll; making a finding of special benefit to property within the Legacy Celina Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property within the District, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

Mayor Tubbs opened the Public Hearing at 9:11 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 9:11 PM.

Upon a motion by Council Member Wigginton and a second by Council Member Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-104. The motion carried 6-0.

F. Conduct a Public Hearing, discuss and take action on an Ordinance expanding the boundary of Tax Increment Reinvestment Zone No. 15 and amending the Project and Finance Plans to add additional projects and estimated costs for the expanded territory. (Stovall)

Mayor Tubbs opened the Public Hearing at 9:18 PM.
Council asked questions of the developer.

1) Ghentry Pace addressed the Council.
Mayor Tubbs closed the Public Hearing at 9:21 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Hopkins, the Council voted four (4) for and two (2) opposed to approve Ordinance No. 2025-97. The motion carried 4-2. Council Member Ferguson, and Council Member Wigginton opposed.

G. Consider, discuss and take action on a First Amendment to the Tax Increment Reinvestment Zone Agreement with HC Celina 414, LLC, and Serenade East, LLC, to allow for reimbursements for certain project costs as set forth in the Project and Finance Plans. (Stovall)

Mayor Ryan Tubbs made a motion to table the item to the November 11, 2025, meeting, and then withdrew his motion.

The item was pulled from the agenda and no action was taken.

IX. ACTION ITEM:

A. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

Upon a motion by Deputy Mayor Pro Tem Grumbles and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-105. The motion carried 6-0.

B. Consider and act to approve a guaranteed maximum price for the construction of Fire Station #4 to Crossland Construction for an amount not to exceed $11,416,300. (Brawner)

Upon a motion by Deputy Mayor Pro Tem Brandon Grumbles and a second by Council Member Hopkins, the Council voted six (6) for and none (0) opposed to approve the agenda item. The motion carried 6-0.

C. Consider and act to authorize the purchase of Sensus water meters, accessories and fees from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,652,983.65. (Figueroa)

Upon a motion by Council Member Wigginton and a second by Deputy Mayor Pro Tem Grumbles, the Council voted six (6) for and none (0) opposed to approve the purchase of Sensus water meters. The motion carried 6-0.

X. EXECUTIVE SESSION:

Closed to public as provided in the Texas Government Code.

The City Council convened into Executive Session at 9:33 PM.

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

F. Discussion regarding Downtown economic development projects.

The City Council closed Executive Session and reconvened into Open Session at 6:30 PM.

XI. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 10:28 PM.

City of Celina, TX
Taxpayer Impact Statement

(Required under Texas Government Code 551.043 as amended by HB 1522, effective September 1, 2025)

This notice informs taxpayers of the impact of the adopted budget and tax rate for Fiscal Year 2025-2026, comparing what would be paid under the no-new-revenue tax rate versus the adopted tax rate.

Median Taxable Homestead Value

Prior Year (FY2024-2025)	$530,903
Current Year (FY2025-2026)	$572,562

FY2025-2026 Tax Rates

No-New-Revenue Tax Rate (FY2025-2026)	$0.559151 per $100 valuation
Adopted Tax Rate (FY2025-2026)	$0.576401 per $100 valuation

Estimated Annual Tax Bill Comparison

	TAX RATE	ESTIMATED TAX BILL
Prior Year (FY2024-2025)	$0.598168	$3,175.69
No-New-Revenue Tax Rate (FY2025-2026)	$0.559151	$3,201.49
Adopted Tax Rate (FY2025-2026)	$0.576401	$3,300.25

Calculations

➢ Prior Year Tax Bill	($530,903 ÷ 100) x $0.598168 = **$3,175.69**
➢ No-New-Revenue Tax Rate	($572,562 ÷ 100) x $0.559151 = **$3,201.49**
➢ Adopted Tax Rate Bill	($572,562 ÷ 100) x $0.576401 = **$3,300.25**

Summary

The City of Celina's adopted tax rate is $0.576401 per $100 valuation, the average homestead owner pays approximately $124.56 more annually compared to the previous year.

Approved on the 11th day of November 2025.

_____

Ryan Tubbs, Mayor

_____

Ashley Owens, City Secretary

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Karla Stovall, Assistant City Manager
Date: November 11, 2025

Agenda Item:
Consider and act upon a Resolution adopting Procurement Policy updates, repealing all conflicting policies, and providing an effective date. (Berry)

Background Information:
The City is requesting an update to the current Purchasing Policy to incorporate recent state legislative changes. During the 89th Legislative session, Senate Bill 1173 was passed, increasing the competitive bid threshold from $50,000 to $100,000, effective September 1, 2025.

This legislative change requires corresponding modifications across the following sections of the City's policy:

- Section 2: Policy Thresholds
- Section 3: Delegated Authority
- Section 4: Statute
- Section 14: Emergency Procurement
- Section 15: Disaster Procurement
- Section 16: Sole Source Procurement

Additionally, the required Historically Underutilized Business (HUB) search range has been updated from the current range of purchases totaling between $3,000 and $50,000 and updated to purchases totaling between $3,000 and $100,000.

Note: The policy change does not affect the change order threshold, which remains at $50,000. The policy has been updated for minor grammatical edits. Apart from the changes listed above, no other major modifications were made.

Legal Review:
Legal has completed their review.

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Procurement Policy 2025
4. Procurement Policy 2025 redline

Financial Consideration:
There are no financial considerations.

Staff Recommendation:
Staff recommends authorizing the changes as presented.

PROCUREMENT POLICY UPDATE

Dawn Berry, CPPB, CPP
Purchasing Director
November 11, 2025

Background – Purchasing Threshold

- Senate Bill 1173 was submitted for consideration to update the State's Bid threshold
- The current threshold was last updated in 2007 from $25,000 to $50,000
- SB 1173 increases the bid threshold from $50,000 to $100,000
- The policy has been updated for minor grammatical edits. Apart from the changes listed above, no other major modifications were made

Policy Changes

- The SB 1173 modifies the following sections of the current Procurement Policy:
  - Section 2: Policy Thresholds
  - Section 3: Delegated Authority
  - Section 4: Statute
  - Section 14: Emergency Procurement
  - Section 15: Disaster Procurement
  - Section 16: Sole Source Procurement
- HUB requirement increases from between $3,000 and $50,000 to between $3,000 and $100,000
- Does not affect the change order threshold - it remains at $50,000.00

SB 1173 Legislative Timeline

- 01/14/25 89th Legislative Session opened
- 02/07/25 SB 1173 was filed
- 05/15/25 Passed by the House
- 05/20/25 Passed by the Senate
- 05/21/25 Sent to the Governor
- 05/29/25 Approved
- 09/01/25 Effective Date

QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ADOPTING PROCUREMENT POLICY UPDATES; REPEALING ALL CONFLICTING POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality created in accordance with the Texas Local Government Code.

WHEREAS, the current Procurement Policy was adopted on August 13, 2019, and the last revision was adopted on September 13, 2022.

WHEREAS, the 89th Legislature passed, and the Governor signed Senate Bill 1173, approving an increase in the bid threshold from $50,000 to $100,000, with an effective date of September 1, 2025.

WHEREAS, the City Council of the City of Celina elects to adopt the legislative change within the City's Procurement policy.

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

1. That the City Council of the City of Celina, Texas, hereby approves the Procurement Policy as attached in Exhibit A.

2. This Resolution shall become effective immediately upon its passage and approval.

3. That the City Council of the City of Celina, Texas, may review and revise this policy as needed.

PASSED, APPROVED, AND RESOLVED this 11th day of November 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.

CITY OF CELINA

PROCUREMENT POLICY

DESCRIPTION	COUNCIL AUTHORIZED DATE	RESOLUTION #
Adopted by Resolution on:	August 13, 2019	2019-42R
Revision 1	September 13, 2022	2022-43R
Revision 2	November 11, 2025	

PROCUREMENT POLICY

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SECTION 1: POLICY

1.1 PURPOSE AND POLICY

The purpose of the Procurement Policy is to provide guidance to all employees regarding procurement related activities. Purchasing is a function of all Departments. Directors or their designees are responsible for coordinating with the Purchasing Department on any departmental purchases made on behalf of the City of Celina. Purchasing procedures are subject to the following.

A. All purchasing shall be in accordance with the laws of the State of Texas, including Chapters 252 and 271 of the Texas local Government Code, Chapter 2269 of the Texas Government Code, and the City of Celina Charter.

B. All purchasing shall adhere to sound purchasing policies to ensure that Celina taxpayers receive the best value for city purchases. Purchasing activities will be managed with proper controls and all requisitions will be processed in a timely manner to ensure efficient practices.

C. When required, or preferred, a competitive bidding or proposal process, in the form of a Bid, Request for Proposal, Request for Qualifications, or approved alternate delivery method will be utilized to make purchases that provide the best value to the City, and to provide for an open and fair process for all interested vendors.

1.2 AUTHORITY

The City Council's authority to contract for all goods and services is delegated to the City Manager as outlined in this policy and to those employees to whom the City Manager delegates that responsibility.

The Purchasing Director interprets this Policy. Any questions regarding the Purchasing Director's interpretation and/or application of the policy may be taken to the City Manager for review and consideration. The City Manager shall resolve any questions about the interpretation and/or application of the policy when a conflict arises.

1.3 CENTRALIZED PROCUREMENT

The Purchasing Department serves as the central procurement office for the City. It determines which method of Procurement will be used for the purchase. The Purchasing Department communicates operational procedures consistent with sound business practices, for the procurement and management of all goods and services, including disposal of City-owned property.

1.4 ENFORCEMENT

It shall be the responsibility of the City Manager and Purchasing Director to enforce all procurement procedures.

A violation is defined as an employee's action or omission that indicates a disregard for purchasing laws, policies, or procedures. A violation may also be noted if the employee's action was unintentional but violates federal law, state law, city charter, policies, or procedures.

Personnel who attempt to contract in the name of the City, or make authorized or unauthorized purchases outside the scope of this policy may be subject to disciplinary action up to and including termination, legal action, and personal financial liability.

If an officer or employee fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be convicted of a Class B misdemeanor. This includes a situation where the officer or employee knowingly or intentionally authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements.

Texas Local Government Code §§ 252.062, 252.063, and 271.029 provide criminal penalties for officers and employees who knowingly violate state statutes.

1.5 PERSONAL USE PROHIBITIONS AND PERMISSIONS

The nature of purchasing functions requires that all parties involved in the process remain independent, free from obligation or suspicion, and completely fair and impartial. Maintaining the integrity and credibility of a purchasing program requires a clear set of guidelines, rules, and responsibilities to govern the behavior of purchasing employees. The following guidelines must be adhered to by all employees.

If an employee acquires merchandise or services for the employee's personal use from a vendor doing business with the City, the purchase must be paid directly to the vendor by the employee.

Employees may purchase merchandise or services from a vendor doing business with the City, provided that the price at which the item is purchased is the same price charged to all City officers and employees.

Employees cannot use the City's business accounts for personal purchases.

Employees shall **NOT** use the City of Celina tax exemption forms for personal use.

1.6 LEGISLATIVE UPDATES

Any amendments to State or Federal law will automatically take effect on the date stated in the legislative update.

SECTION 2: POLICY THRESHOLDS

2.1 PURCHASING THRESHOLDS

Purchasing thresholds are established to ensure fair competition among available, responsible vendors. To effectively expedite and control purchases of goods and services that are subject to Local Government Code, Chapter 252, the City of Celina has adopted the following purchasing thresholds. Employees should be aware that Chapter 252 of the Texas Local Government Code prohibits the use of "separate, sequential, or component purchases" to avoid competitive bidding requirements:

Component Purchase is a purchase of the component parts of an item that, in normal purchasing practices, would be purchased in one purchase.

Separate Purchases are purchases made separately of items that, in normal purchasing practices, would be purchased in one purchase.

Sequential Purchases are purchases made over a period of items that, in normal purchasing practices, would be purchased in one purchase.

PURCHASES TOTALING LESS THAN $3,000

A. An approved department representative may source these items directly.

B. Multiple quotes are recommended, but not required for this threshold. One written quote is required.

C. Purchase must be made with the purchasing card at the time of purchase or by obtaining a purchase order prior to placing the order.

PURCHASES TOTALING BETWEEN $3,000 AND $100,000

A. Requires three written quotes. Quotes must be uploaded to the requisition system for Purchasing review.

B. Requires a documented attempt to contact two Historically Underutilized Businesses (HUBs) from HUB vendors within Collin or Denton Counties.

C. A purchase order is required prior to placing the order.

D. The Purchasing Director may grant exceptions for use of a PCard or other payment method.

PURCHASES EXCEEDING $100,000

Purchases in excess of $100,000 are subject to requirements of the competitive bid process unless specifically exempted by State Law.

Exceptions to the $100,000 Bid Threshold:

A. Professional Services (Section 13 of the City of Celina Procurement Policy)

B. Emergency Purchases (Section 14 of the City of Celina Procurement Policy)

C. Disaster Purchases (Section 15 of the City of Celina Procurement Policy)

D. Sole Source Purchases (Section 16 of the City of Celina Procurement Policy)

E. Cooperative Purchases (Section 17 of the City of Celina Procurement Policy)

F. Other Exemptions as outlined in the Texas Local Government Code Chapter 252

2.2 APPROVAL AUTHORITY FOR PURCHASES

The following approval levels shall be utilized in all procurement-related matters. The respective Director or designee must approve all procurement card (PCard) transactions. Purchase Orders will also follow this approval process. The Purchasing Department is responsible for the review and issuance of all Purchase Orders and final PCard submittals. The approval requirement levels are established on a monetary scale identified in the chart below.

Amount	Approval Requirements				
	Level 1	**Level 2**	**Level 3**	**Level 4**	**Review and Issuance**
$2,999.99 or less	Authorized Staff				Purchasing
$3,000 - $24,999.99	Authorized Staff	Director			Purchasing
$25,000 - $100,000	Authorized Staff	Director	City Manager		Purchasing
$100,000 +	Authorized Staff	Director	City Manager	City Council	Purchasing

PURCHASES $2,999.99 or less (Level 1)

Directors may delegate authority to staff within their Department to approve and authorize requisitions or PCard purchases.

PURCHASES $3,000.00 to $24,999.99 (Level 1, 2)

If a Director delegates the approval authority to staff within their Department for a requisition or PCard purchase, two authorization approvals are required. A Director approval is required at this level.

PURCHASES $25,000 to $100,000 (Level 1, 2, 3)

Requires signature from the City Manager or his/her designee. Additionally, if a Director delegates the approval authority to staff within their Department for a requisition or PCard purchase, two authorization approvals are required. A Director's approval is required at this level.

PURCHASES exceeding $100,000 (Level 1, 2, 3, 4)

Requires City Council approval and signature from the City Manager or his/her designee plus other levels.

SECTION 3: DELEGATED AUTHORITY

This section outlines the delegated authority for all procurement-related matters.

3.1 CITY COUNCIL

City Council, as required by Local Government Code, Chapter 252, must authorize:

A. All expenditures exceeding $100,000.

B. All change orders greater than $50,000.

3.2 CITY MANAGER

The City Manager shall establish the rules and regulations for the purchase of all goods and services through this manual.

Delegated Authority – City Manager:

The City Manager, as authorized by City Council, may:

A. Authorize the purchase of all items up to $100,000.

B. Authorize non-budgeted items up to $100,000.

C. Execute all purchase orders up to $100,000 and those exceeding $100,000 that City Council has approved.

D. Execute all contracts up to $100,000 and those exceeding $100,000 that City Council has approved.

E. Execute all change orders up to $50,000 and those exceeding $50,000 that City Council has approved.

F. Execute change orders that have increased the contract by no more than 25%.

G. Execute change orders that have decreased the original contract.

3.3 ASSISTANT CITY MANAGER – INTERNAL SERVICES

The City Manager delegates to the Assistant City Manager for Internal Services (ACM-IS) the authority to procure all goods and services, dispose of all salvage, surplus, and seized property, execute contracts and agreements for all departments and administer the rules and regulations as established by all federal, state and local procurement laws.

Delegated Authority – Assistant City Manager for Internal Services

The ACM-IS, as authorized by the City Manager, may:

A. Authorize the purchase of items up to $100,000.

B. Execute all purchase orders up to $100,000 and those exceeding $100,000 that City Council has approved.

C. Execute all Interlocal or Cooperative Purchasing agreements.

D. Purchase goods or services through an Interlocal Agreement or Cooperative Contract.

E. Execute all contracts up to $100,000 and those exceeding $100,000 that the City Council has approved.

F. Execute all change orders up to $50,000 and those exceeding $50,000 that City Council has approved.

G. Execute change orders that have increased the contract by no more than 25%.

H. Execute change orders that have decreased the original contract.

I. In concurrence with the requesting department, reject all bids when in the City's best interest, and make a recommendation to the City Manager or City Council, as appropriate. Rejections over $100,000 require authorization by the City Council.

J. Determine which method of Procurement provides the best value for the City.

K. Determine and implement the most appropriate method of disposal of salvage, surplus, and seized property in accordance with applicable laws.

L. Consult with the City Attorney for a review of all procurement-related issues.

M. Conduct procurement in a fair, open, inclusive, and transparent environment.

3.4 PURCHASING DIRECTOR

The Purchasing Director oversees all procurement requirements for goods and services and ensures all are in accordance with all federal, state, and local procurement laws. The Purchasing Director ensures all procurement activities are conducted with the highest ethical standards, open and fair competition, and that public funds are protected.

Delegated Authority – Purchasing Director:

The City Manager delegates to the Purchasing Director the authority to procure all goods and services, dispose of all salvage, surplus, and seized property, execute contracts and agreements for all departments and administer the rules and regulations as established by all federal, state, and local procurement laws.

The Purchasing Director, as authorized by the City Manager, may:

A. Authorize the purchase of items up to $100,000.

B. Execute all purchase orders up to $100,000 and those exceeding $100,000 that the City Council has approved.

C. Execute all Interlocal or Cooperative Purchasing agreements.

D. Purchase goods or services through an Interlocal Agreement or Cooperative Contract.

E. Execute all contracts up to $100,000 and those exceeding $100,000 that the City Council has approved.

F. Execute all change orders up to $50,000 and those exceeding $50,000 that City Council has approved.

G. Execute change orders that have increased the contract by no more than 25%.

H. Execute change orders that have decreased the original contract.

I. Reject any and all bids, in concurrence with the requesting department, when in the City's best interest, and make recommendations to the City Manager or City Council, as appropriate. Rejections over $100,000 require authorization by the City Council.

J. Determine which method of Procurement provides the best value for the City.

K. Determine and implement the most appropriate disposal method of salvage, surplus, and seized property in accordance with applicable laws.

L. Consult with the City Attorney for a review of all procurement-related issues.

M. Conduct procurement in a fair, open, inclusive, and transparent environment.

SECTION 4: STATUTE

4.1 POLICY BACKGROUND

The procurement policy is based on Texas statutory provisions as found in the Texas Government Code, Texas Local Government Code, Texas Insurance Code, and Texas Labor Code, as amended. Although all such requirements apply to the policies and procedures outlined in this policy, selected statutes are provided herein for guidance, as follows:

4.2. DEFINITIONS, Texas Local Government Code, § 252.001

Component Purchase is a purchase of component parts of an item, that in normal purchasing practices would, be purchased in one purchase.

High Technology procurement is the Procurement of equipment, goods, or services of a highly technical nature, including:

A. Data processing equipment and software, and firmware used in conjunction with data processing equipment;

B. Telecommunications equipment and radio and microwave systems;

C. Electronic distributed control systems, including building energy management systems; and

D. Technical services related to those items.

Separate Purchases are purchases made separately of items that, in normal purchasing practices, would be purchased in one purchase.

Sequential Purchases are purchases made over a period of items that, in normal purchasing practices, would be purchased in one purchase.

4.3 BIDS THRESHOLD, Texas Local Government Code, §§ 252.021 and 252.0215

Expenditures of more than $3,000, but less than $100,000, require the buyer to obtain a minimum of two quotes from Historically Underutilized Businesses (HUB) in Collin and Denton Counties.

A total of three quotes are required for all purchases between $3,000 and $100,000.

The City must competitively bid or request sealed proposals for any goods/services over $100,000.

4.4 PAYMENTS, Texas Government Code, §§ 2251.021 through 2251.030

A payment is overdue on the **31st day after the latter of**:

A. The date the governmental entity receives the goods under the contract; or

B. The date the performance of the service under the contract is completed; or

C. The date the governmental entity receives an invoice for the goods or service.

If goods or services are incomplete, staff must document any issues/shortages and notify the vendor in writing. **Payment is not made until the good or service is accepted.**

A. Interest on overdue payments accrues at the interest rate established by law.

B. Departments are encouraged to take advantage of prompt or early payment discounts.

Vendors / Contractors must pay subcontractors or suppliers who supply goods/services for which payment is made within ten (10) days after receipt of payment from the City.

4.5 **CRIMINAL PENALTIES, Texas Local Government Code, § 252.062**

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by subsection (a). An offense under this subsection is a Class B misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described in subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

4.6 **REMOVAL/INELIGIBILITY, Texas Local Government Code, § 252.063**

The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.

For four years after that date of the final conviction, the removed officer or employee is ineligible:

A. To be a candidate for or to be appointed or elected to a public office in this state;

B. To be employed by the municipality with which the person served when the offense occurred; and

C. To receive any compensation through a contract with that municipality.

4.7 **PUBLIC RECORDS**

Texas Government Code, Chapter 552, regarding bid documents and contracts will be followed.

The City will not release copies of submitted bids or bid evaluations until after the contract has been awarded in accordance with § 552.104 of the Texas Government Code. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act, including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

SECTION 5: ETHICS

It is the policy of the City of Celina that the following ethical principles govern the conduct of all employees involved, directly or indirectly, in the City's procurement process.

5.1 DEFINITIONS

Vendor is defined as person or business who enters or seeks to enter into a contract with the City.

Family Member means a person related to another person within the first degree.

Family relationship refers to the relationship between a person and another person within the third degree of kinship.

Gift means a benefit offered by a person, including food, lodging, transportation, and entertainment, accepted as a guest.

5.2 PROCUREMENT CODE OF ETHICS

A special responsibility is imposed on all City of Celina employees entrusted with allocating City funds. Employees are held to the highest degree of integrity in government procurement to secure the best financial results and comply with the procurement process.

Employees involved in procurement and procurement-related functions must remain independent, free of obligation or suspicion, and entirely fair and impartial. Credibility and public confidence are vital throughout the purchasing process. Any erosion of honesty, integrity, or openness tends to be more injurious to purchasing than most other public programs. The shadow of doubt can be as harmful as the conduct itself. It is with this in mind that the following procedures are set forth. Every person employed by the City of Celina and performing public purchasing and purchasing-related functions shall abide by this code of ethics.

A. Strive to continually increase competition in supplier selection and endeavor to prevent any collusive activities among suppliers. Avoid soliciting or accepting money, loans, credits, and acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.

B. Handle confidential or proprietary information with due care and proper consideration. Receive consent from the originator of confidential information or proprietary ideas and designs before using them for competitive purchasing purposes.

C. Treat supplies equitably, without preference or discrimination, and without imposing unnecessary constraints on the competitive market.

D. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications with vendors.

E. Discourage business relationships with personal friends and relatives. Request a reassignment of responsibility if the situation occurs.

F. Refrain from holding business meetings with suppliers outside the office. If such a meeting is necessary, carefully choose the location to avoid any perception of impropriety among others in the business community or your peers.

G. Adhere to lawful instructions, using reasonable care, and only granted authority.

H. Refrain from conducting any private business or professional activity that would result in

a conflict of interest between the employee and employer.

5.3 **NO EMPLOYEE INTEREST IN EXISTING CONTRACT:**

Employees may not have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase (materials & supplies), work, sale, or service to, for, with, or by the City.

A. An employee may request an exception by submitting a conflict of interest form to the City Manager. After consulting with Human Resources and the City Attorney, the City Manager may waive this requirement and grant an exception.

B. Use of City employment, authority, or influence for personal betterment, financial or otherwise, is prohibited.

5.4 **CONFLICT OF INTEREST**

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

If a conflict exists, the employee shall notify the Procurement Director in writing and remove himself or herself from the City procurement process.

5.5 **GRATUITIES (GIFTS AND ENTERTAINMENT)**

Employees shall not solicit or accept money, loans, gifts, favors or anything of value from current or potential vendors/contractors that might influence or appear to influence a purchasing decision or the City procurement process. If anyone is in doubt about whether a specific transaction complies with the policy, the person should disclose the transaction to the Procurement Director for a determination of compliance.

A. The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.

B. No officer or employee of the City shall accept, directly or indirectly any gifts, privilege or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a 'thank you' for service during holiday time and on other occasions. Such offerings, including gift donations, are permissible and should be made for the enjoyment of everyone as available in that particular department, division, or worksite.

C. Items that are not consumable on the premises shall be returned, donated to a City program, or community organization or used as a door prize at a City event.

D. This policy is not intended to prohibit the employee or department from accepting discounted values when carrying out departmental (non-personal) business or accepting courtesy is generally extended to business or governmental organizations within reason.

E. Employees can attend events and sponsored events from citizens and vendors at the discretion of the employee's supervisor.

F. The City, as a whole, may accept consumable products as stated in item C above, if the items are provided by a vendor that is not currently under evaluation through a procurement process.

G. Questions regarding acceptance of gifts should be channeled through the Purchasing Director.

5.6 SUPPLIER/VENDOR RELATIONS

Employees of the City must:

A. Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process;

B. Handle confidential or proprietary information belonging to the City, fellow employees, or vendors with care and proper consideration of ethical and legal ramifications and governmental regulations;

C. Never use information gained confidentially in the performance of duties for profit;

D. Exhibit a friendly, cooperative, and yet objective relationship with all suppliers; this will help avoid the appearance of partiality in business dealings; and

E. Actively strive to comply with City policies and federal and state laws regarding purchases from small businesses and those owned by minorities and other disadvantaged groups.

City employees must discharge their duties impartially to ensure suppliers have fair and competitive access to government procurement. City employees must conduct themselves in such a manner as to foster public confidence in the integrity of the City of Celina procurement opportunities. Each employee must report any potential violations to the proper authorities.

SECTION 6: ENVIRONMENTAL

6.1 PURPOSE

The purpose of this policy is to establish a guide and encourage the purchase and use of materials, products, and services that support the purchase of recycled and environmentally preferred products to minimize the City's environmental impact.

6.2 DEFINITIONS

Environmental Purchasing is defined as the Procurement of goods and services that have ecological and social impacts than competing products and services. The Purchasing Manager shall encourage the use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant, releases, waste generation, energy consumption, depletion of natural resources, and potential impact on human health and the environment.

Recycled Products are manufactured with waste material recovered or diverted from the waste stream. Recycled materials may be derived from post-consumer waste, industrial scrap, manufacturing waste, or other waste that would not have been utilized.

Cooperative Purchasing allows organizations to combine their purchasing power to negotiate better prices and reduce purchasing costs of a formal bid process.

Environmentally Preferable Products or Services are products and services with a reduced effect on human health, resources, and the environment compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product or service.

Life Cycle Assessment is the comprehensive examination of a product's environmental impacts throughout its lifetime.

Post-Consumer Recycled Content is the percentage of a product made from materials and by-products recovered or diverted from the solid waste stream after having completed their usefulness as consumer items and used in place of raw or virgin material. Post-consumer content includes materials such as paper, glass or plastic bottles, and cans collected for recycling.

Pre-Consumer Recycled Content is the percentage of products made from materials by-products diverted from the solid waste stream during the manufacturing process. Pre-consumer materials exclude reutilization of the material such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that developed it, such as wood chips, trimmed printed materials, and overruns and obsolete inventories.

A. Practicable means sufficient in performance and available at a reasonable cost.

B. Performance means the ability of a product or service to accomplish or contribute to achieving a job or task.

C. Solid Waste is defined in federal statute USEPA 40 CFR 261.2 at www.ecrf.gov.

6.3 POLICY

The City shall attempt to purchase and use materials, products, and economically responsible services that support economic, environmental, and social goals or reduce resource consumption and waste.

Nothing in this policy shall be construed as requiring the purchase of a product that does not perform adequately or are not available at a reasonable cost.

This policy identifies the following economic, environmental, and social factors that may be incorporated into the specifications and used as part of the best value criteria.

Environmental Factors:

Pollutant Releases
Energy Consumption
Waste Generation
General Impact on the Environment
Greenhouse Gas Emissions
Depletion of Natural Resources
Recycled, Recyclable Content

Economic Factors:

Best Value
Staff Time and Labor
Leveraging Our Buying Power
Technological Advances

Social Factors:

Health and Safety
Use of Locally Produced Products
End of Life Disposal
Minimization of Transportation

6.4 RESPONSIBILITIES

Purchasing is responsible for:

A. Designating products, processes, and procedures to be evaluated by departments. Maintain a list of acceptable options.
B. Provide technical assistance in policy implementation.
C. Monitor and revise procedures as necessary.
D. Research and communicate environmentally preferable products to departments for evaluation.
E. Collect data on recycled and other environmentally preferable products.

Departments are responsible for:

A. Identify key personnel to evaluate products when feasible.
B. Monitor and report to Procurement the success or failure of all designated products.
C. Evaluate and assess current policies and practices for opportunities to incorporate environmentally preferred products.
D. Be familiar with third-party certification organizations such as Energy Star and Green Seal.

Contractors/Suppliers are responsible for understanding all environmental specifications while working on City projects and all Federal, State, and local laws.

Contractors and Suppliers shall:

AIR EMISSIONS

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

DRAINAGE

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

DUST CONTROL

- Keep public roadways clean and free of mud unless closed to through traffic per authorized traffic control plans.
- Install a mud mat at the construction access site.

ENERGY CONSUMPTION

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

EROSION & SEDIMENTATION CONTROL

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

SPILL PREVENTION

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

WASTE MANAGEMENT

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

MANAGEMENT OF CHEMICALS

- Hazardous materials brought to and removed from a worksite shall be managed in accordance with all Federal, State, and local laws & regulations.
- All containers must be appropriately labeled.
- All paint is low-odor and low volatile organic compounds (VOC).
- Material Safety Data Sheets (MSDS) must be maintained onsite.

NOISE

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

SECTION 7: GRANTS

7.1 POLICY

This policy establishes the responsibility for ensuring compliance and provides a review process that shall be completed before signing any grant or award document and accepting said grant or award.

7.2 IDENTIFICATION AND APPLICATION

Departments seeking grants must provide written advance notice to Finance. This ensures that those affected can review and understand grant requirements, including Budget, Procurement, and auditors.

A. Submit grant requirements to Finance before application submittal.

B. Submit copies of all award documents, applications, and funding agreements to Procurement and Finance before bidding.

C. If a federal grant, comply with all federal procurement standards in 2 CFR § 200.318 including to those listed below.

1. The City (Non-Federal entity) must use its own documented procurement procedures, which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
2. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Conflict of Interest: No employee, officer, or agent may participate in selecting, awarding, or administering a contract supported by a Federal award if they have an actual, apparent conflict of interest. A conflict of interest arises when the employee, officer, agent, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated, has a financial or other interest or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

SECTION 8: MISCELLANEOUS GUIDELINES

8.1 BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Director within five (5) working days following the opening of bids. This includes all protests related to advertising, deadlines, bid opening, and other related procedures under the Texas Local Government Code, as well as protests =regarding to alleged improprieties or ambiguities in the specifications.

8.2 DEBRIEFING

Debriefings and requests for information shall be in accordance with Texas Government Code, § 552 Texas Public Information Act.

Discussion of competing proposals is prohibited.

8.3 CHECK REQUEST AND PURCHASE ORDER EXCEPTIONS

Check requests may be used for the following purchase types and do not require a purchase order:

A. Refunds: Include the reason for the request and attach documentation indicating the person or organization's name; date of original purchase, contract date, class date; and reason for refund.

B. Contract Labor: Include the reason for the request and attach documentation, including a copy of the employment contract for a one-time payment or instructors. Submit proper documentation, such as a copy of the instructor contract.

C. Land/Development: Include agreement and reason for the request.

D. Reimbursements: Include a copy of the detailed invoice or receipt. This does not include travel reimbursements.

E. Other exceptions must be approved by the Finance Director and Purchasing Director.

8.4 INFORMATION TECHNOLOGY PURCHASES

All technology purchases, including software, hardware, copiers, and printers, must be approved by the Information Technology Department to ensure security controls are met.

8.5 NEW VENDORS

All new vendors are required to submit a completed vendor packet.

8.6 DISCRIMINATION

It is the policy of the City of Celina to afford all suppliers an equal opportunity to bid on any contract.

This policy prohibits discrimination against any person based on race, color, sex, religious affiliation, age, disability, or national origin in the award or performance of any contract.

The policy requires its officers, employees, agents, and sub-contractors to adhere to this policy.

8.7 PLACING ORDERS

Funds must be available and in the proper account before submission of a requisition and before use of a purchasing card.

8.8 QUOTES - FREIGHT CHARGES AND FEES

Include freight costs and fees in the total price when obtaining quotes. Freight and fees must be considered in determining the award.

All freight should be requested as FOB Destination (delivery address) freight pre-paid and allowed.

8.9 PURCHASING ORDERS

Purchase orders are required before placing the order and sent to the vendor when the order is placed.

A purchase order is required for any purchase not made on a City-issued credit card.

In extenuating circumstances, a purchase order may not be required. All exceptions will be reviewed and approved by both the Finance Director and the Purchasing Director.

8.10 INVOICES

All invoices must be submitted to Accounts Payable within five days of receipt and include the following information included.

A. Receiving information (received in full / received partial)

B. Signature of department representative

C. PO Number

The authorized purchaser is responsible for verifying that all materials/services are received in working order and meet specifications. Once materials/services are received and verified as correct, indicate receipt of materials on the invoice by noting “received in full” or “received partial” for each line item on the Purchase Order**.**

A. Notify the vendor immediately if the quantity received does not agree with the vendor's packing slip or the material does not conform to specification.

8.11 REVOLVING CREDIT ACCOUNTS

Credit accounts are available for the end user's use; however, they may only be opened or closed by Finance or Procurement.

8.12 SALES TAX EXEMPTION

The City is exempt from sales, excise, and use taxes under Texas Tax Code, § 151.309. End users are responsible for ensuring tax is not paid.

The City is not exempt from sales tax on food, lodging, or transportation-related purchases made during travel.

8.13 TIE BIDS

If all factors and conditions relating to the bids are equal, the tie bid will be awarded to the local vendor. If the vendors are not local, then a coin toss will be conducted by Purchasing with at least one witness.

The Local Preference Policy will be used for tie bids involving the selection of a local vendor.

8.14 VENDOR PERFORMANCE

The City does not have centralized receiving. Departments are responsible for the receipt of goods and services. Departments must document in writing items such as shortages, late delivery,

or damaged merchandise. Vendor performance should be submitted to Procurement.

8.15 **NON-PERFORMING VENDORS**

When a vendor fails to perform according to the Agreement (Purchase Order, Annual Agreement, Contract, and/or Specification), the Department Director or designee will:

A. Document the issues in writing to the vendor and to Purchasing.

B. Schedule a meeting to discuss the issues.

C. Document the resolution to the issue, as agreed upon by the department and the vendor. Documentation shall be in writing, signed by both the department and the vendor, and a copy shall be forwarded to Purchasing.

If a vendor's performance remains non-compliant or otherwise unsatisfactory, the department will notify Procurement, which will attempt to facilitate a resolution. If Procurement cannot resolve the issue, the Purchasing Director and the Department Director will make a joint determination to cancel the contract in accordance with the terms and conditions of the agreement.

SECTION 9: BONDS AND INDEMNIFICATION

9.1 DEFINITIONS

Public Work means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

Bid Bond is a deposit required of bidders to protect the City if a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City.

Payment Bond ensures the protection of those performing work, such as subcontractors or suppliers to the prime or general contractor.

Performance Bond ensures the prime or general contractor will perform the work contracted.

Maintenance Bond protects the City from financial liability due to defects found during a warranty period.

9.2 GENERAL REQUIREMENTS

Bonds will be required for all Public Works Contracts

A. The City will only accept corporate sureties duly qualified and authorized.
B. Payment, Performance, and Maintenance bonds must be written as the "penal sum."
C. Personal sureties will not be accepted.
D. All required bonds must be received and approved before work begins.
E. The City may require bonding on other projects to mitigate risk.
F. The City of Celina requires payment, performance, and maintenance bonds to be provided on City-approved forms.

9.3 BID BONDS

A. Bid Bond minimum limit is five percent (5%) of the bid total.
B. Bid Bonds are optional for non-construction.
C. Personal, certified, or cashier's checks will NOT be accepted in place of a Bid Bond.
D. Bid Bonds must be provided on approved surety forms.
E. Bid Bonds will be retained for ten days from the award and may be returned to the issuing vendor upon request.

9.4 BOND AMOUNTS *Texas Government Code § 2253.021*

Payment Bonds are required for Public Works Contracts over fifty thousand dollars ($50,000) and must be written for one hundred percent (100%) of the total bid price.

Performance Bonds are required for Public Works Contracts over one hundred thousand dollars ($100,000), and they must be written for one hundred percent (100%) of the total bid price.

Maintenance Bonds can be written for a term and amount relevant to the project. The coverage, provided by a Maintenance Bond, guarantees against defective workmanship and materials.

9.5 INDEMNIFICATION POLICY

Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance or a copy of their insurance policy(s), including a copy of the endorsements. The required language is inserted in solicitation documents by the Purchasing Division or owner of the specifications.

Contractual agreements must contain a provision that transfers the risk of the project from the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Workers' Compensation Insurance – Contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost, unless exempt by Statute. Texas Labor Code, § 406.096.

SECTION 10: CONTRACTS

10.1 DEFINITIONS

Contract is a written, legally binding document or obligation.

Purchase Order is an official written document issued by a buyer, which is a commitment to pay the seller (vendor) for the products ordered. The process ensures purchases are approved and within budget. A Purchase Order or Contract is required when insurance and indemnification are needed.

Annual contract is a contract for goods or services in which pricing is locked for a specific period of time.

10.2 CONTRACTS

Purchasing items from a vendor other than the vendor awarded is a violation of the purchasing policy. An exception may be granted due to extenuating circumstances and must be approved in writing by the Purchasing Director.

All purchases exceeding $50,000 must include a standard contract, insurance, bonds (if required), and a purchase order.

Non-standard contracts require City Attorney Review.

10.3 CONTRACT MANAGEMENT

All departments shall use contract management to manage all City-related contracts. Failure to manage and control changes can result in unintentional attempted modifications to the scope of work, schedule extensions, increased contract costs, circumvention of management controls, and diminished contractor accountability.

Purchasing Responsibility

Purchasing will be responsible for setting up all contracts issued through informal or formal solicitations. The following documents will be added to the electronic file.

Insurance	Notice to Proceed	Bid Related Documents
Contract	Correspondence	General Terms & Conditions
Change Orders		

Staff Responsibility

Staff will be responsible for maintaining post-award construction documents in Procore. This includes but is not limited to:

Monitoring	Meetings Minutes/Notes	Correspondence
Reporting	Request for Payments	Inspection /Testing
Acceptance	Site Visit Schedules	Change Orders
Lien Releases	Bond changes	Correspondence

SECTION 11: SURPLUS PROPERTY

11.1 PURPOSE

The purpose of the policy is to ensure disposal of City-owned property is completed in a consistent manner throughout the organization.

11.2 DEFINITIONS

Disposal means the sale, trade, donation, or destruction of surplus property or equipment.

Item means surplus or obsolete movable assets such as vehicles and equipment, materials, and unclaimed property.

Surplus means all supplies, assets, materials, and unclaimed property that are either obsolete at the end of their life cycle or no longer required by operations.

Obsolete – lack of functional use or out of date.

11.3 GENERAL

There are multiple formats for the disposal process. These include auction, transfer, trade-in, recycling, and destruction. All methods require written approval.

A. All fixed assets and capital equipment must be disposed of through Procurement. Departments should complete the required disposition form prior to submitting it to Procurement. The current capital / fixed asset amount as identified in the City's internal financial policy, which follows the Government Finance Officers of America (GFOA) recommend practices.

B. Any item that is still operable and has a potential value shall be auctioned or traded during the replacement processor as they become obsolete.

C. Scrap Metal – Staff, shall obtain, from Procurement, a letter of authorization to recycle specific items. Funds received for the recycling must be submitted to Finance and deposited. Written receipts from the recycling center must be provided with the payment.

D. Disposition and transfer forms are available from Finance or on the City website.

11.4 PERSONAL USE PROHIBITIONS AND PERMISSIONS

City employees may purchase items from City issued (electronic) third-party auctions.

11.5 PURCHASE OF CITY EQUIPMENT NOT SOLD THROUGH AUCTION.

Used "disposable" equipment such as cell phones and other electronic equipment may be sold to an employee when available and approved by the IT Director at a cost equal to the current fair market value. Equipment must be close to or eligible for replacement.

SECTION 12: PUBLIC WORKS/CIP PROJECTS

12.1 DEFINITION

Public Work are those projects that require the construction, repair, or renovation of a structure, building, street, highway, bridge, park, water, and wastewater distribution facility, airport runway or taxiway, drainage project, or other improvement or addition to real property.

12.2 LEGAL NOTICE

All construction projects will be advertised and posted in accordance with Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 2269.

12.3 PREVAILING WAGE RATES

Texas Government Code Chapter 2258 mandates that any Public Work contract awarded by the City include the requirement to pay prevailing wage rates. The statute requires the payment of a prevailing wage rate for laborers and mechanics, applying to both contractors and subcontractors. Wages for workers on construction projects shall not be paid less than the schedule of general prevailing rates of per diem wages as mandated.

The City has adopted the U.S. Department of Labor's Wage Determinations for Collin County and Denton Counties for use in all Public Works projects. Current determinations will be used at the time of bid issuance and may be accessed at: http://www.wdol.gov/dba.aspx.

The prevailing wage rate or a link to the wage rates with the date shall be included in public works projects.

12.4 BONDING REQUIREMENTS

Bonds shall be in accordance with Texas Government Code Chapter 2253. Contracts for a public work contract must include the provisions for a payment bond if the contract is over $50,000 and a performance bond if the contract exceeds $100,000.

12.5 INSURANCE AND INDEMNIFICATION REQUIREMENTS

Minimum insurance requirements for construction projects must be included in the specification.

For construction-related projects, all contractors and subcontractors, including those delivering equipment or materials or performing a service, shall provide workers' compensation for all employees.

General contractors are responsible for ensuring that subcontractors carry the same or higher insurance amounts as those required.

All contractors shall provide proof of coverage satisfactory to the City. Texas Labor Code § 406.096

Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage.

12.6 AWARD OF CONTRACT/AGENDA ITEM

The Purchasing Department will conduct an initial review of the submittals to ensure they meet the minimum requirements stated in the specifications. Submittals are then forwarded to the requesting department(s) for their review and evaluation.

Using department(s) will provide a written recommendation to Purchasing. Purchasing will prepare the agenda.

12.7 **CHANGE ORDERS**

A change order is the written documentation and approval process that must be performed when changes in the scope of a project are proposed after the performance of a contract has begun. Such changes may include a significant difference in the quantity of work to be performed, the cost of work to be performed, or the materials, equipment, or supplies to be furnished.

12.8 **APPROVAL FOR CHANGE ORDERS**

All change orders must be presented to Purchasing and approved in writing prior to work beginning.

12.9 **CONTINGENCY FUNDS**

The City Council may establish a contingency fund for a construction project at the time of award to be used during the course of a project. A contingency fund may be established at any dollar amount above the bid award, provided that it is reasonable and prudent.

A. All projects may include a 10% contingency when budgeting.

B. Contingency funds are used to fund change orders that occur during construction.

12.9 **BID TIME**

Bid time shall be standard for all construction at twenty-one (21) days.

Exceptions may be granted when needed. Exceptions will follow statute requirements of fourteen (14) days.

SECTION 13: PROFESSIONAL SERVICES

13.1 PURPOSE OF POLICY

The following policies are designed to assist the City's staff in selecting individuals or firms to perform professional services. The desire is to establish fairness and consistency in the selection process while obtaining the best value (quality services at a reasonable price) for the City in accordance with applicable legal requirements.

Departments must seek proposals or qualifications for professional services at least every five years to help ensure the greatest and fairest competition in the selection of professional services by the City of Celina.

13.2 PROFESSIONAL SERVICES

Professional services generally refer to those services performed by an individual or group of individuals where education, degrees, certification, license, and/or registration are required for qualification to perform the service. The term "professional services" includes labor and skill that is predominantly mental or intellectual, rather than physical or manual, in nature. (See Texas Attorney General Opinion No. JM-940, at p. 3 (1988)).

Certain professions are specifically named in the Professional Services Procurement Act (ACT), Texas Government Code Chapter 2254, Subchapter A. This includes services within the scope of the practice, as defined by state law, of:

Accounting	Architecture	Landscape Architecture
Land Surveying	Medicine	Professional Engineering
Optometry	Real Estate Appraisal	Professional Nursing
Interior Design		

If a department is not sure if a service is a "professional service," the department should contact the Purchasing Director before securing such services.

13.3 PERSONAL SERVICES

Personal service is defined as a service that is performed by an individual. The service must be performed by the individual named in the contract. (Attorney general JM-890 and JM 486)

13.4 PLANNING SERVICES

Planning services are defined as services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the municipality 252.001 (5)

13.5 PROCUREMENT OF ARCHITECTURAL, ENGINEERING, OR LAND SURVEYING SERVICES

When procuring architectural, engineering, or land surveying services, the City shall use a two-step selection process (see Texas Government Code § 2254.004):

A. First, the City shall select, through the RFQ process, the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

B. Second, attempt to negotiate with that provider a contract at a fair and reasonable price. Negotiations will be facilitated by Purchasing as the lead for a team of stakeholders.

C. If the City is unable to negotiate a satisfactory contract with the most highly qualified provider of architectural, engineering, or land surveying services:

1. First, the City shall formally end negotiations with the selected provider.
2. Second, select the next most highly qualified provider.
3. Third, attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process until a contract is entered into.
4. A purchase order must be issued upon award of the contract.

13.6 **FEES ESTIMATED BETWEEN $3,000 and $100,000**

Departments may utilize the vendors authorized under the current master service agreements (MSA) or an informal RFQ process. Staff shall submit a memo identifying the following:

A. Scope of work;

B. Qualifications and experience requirements;

C. Project description and deliverables;

D. Timeline for performance;

E. Budget information; and

F. Suggested professional and rationale for determining qualifications based on selection.

Items exceeding $100,000 will be presented to City Council for approval.

A Purchase Order is required.

13.7 **FEES ESTIMATED TO BE GREATER THAN $100,000**

Departments may utilize a current MSA when available. If an MSA is not available, a solicitation process will be issued and will conform to Government Code Chapter 2254.

The solicitation process will be managed by the Purchasing Department.

The process shall contain sufficient information to inform potential professional service vendors about the type of project, scope of services to be performed, the selection criteria to be used, and weighting assigned to each of the criteria.

After the evaluation of submitted requests for proposal, it may be necessary (as determined by the Purchasing Director) to interview several of the firms and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations. Negotiations will be facilitated by the Purchasing Department.

When negotiations are concluded, a recommendation will be made to City Council and a Purchase Order is required.

SECTION 14: EMERGENCY PROCUREMENT

14.1 EMERGENCY PURCHASES

An emergency condition creates an immediate and serious need for materials, services, or construction that cannot be met through normal procurement methods and that seriously threatens the functioning of the City or the protection of property, or the health or safety of any person.

Emergency purchases are for critical, unforeseen government needs. Because the City's ability to serve the public would be impaired if purchases are not made immediately, emergency purchases are exempt from standard procurement procedures.

True emergencies almost always occur as a result of parts and labor needed for unforeseen repairs to equipment that must be kept operational. When an emergency occurs, the need for quotes will be eliminated; however, a written explanation must be indicated on the Statement of Compliance for Irregular Purchases.

A. If the product or service is between $3,000 and$100,000, obtain the City Manager's authorization. Once authorization has been received, submit a requisition to obtain a purchase order, then call the vendor to initiate repair services or order the needed materials. Immediately, or as soon as feasible, submit a copy of the invoice, delivery ticket, and the irregular purchase form to Purchasing.

B. In the event, the emergency expenditure exceeds$100,000, follow the same procedures outlined in item A above, and prepare an agenda item and/or resolution for City Council approval prior to payment for the products or services purchased.

C. In extreme cases involving a disaster, an emergency declaration will be made. All purchases must be documented through proper state and federal forms and authorized by the Emergency Operations Center-designated employee(s). Refer to the Disaster Procurement Policy in the next section.

D. An emergency created through neglect will not be processed as an emergency.

Typical examples of such neglect are:

1. Depletion of stock due to lack of planning.
2. Building or equipment needing repairs for some time suddenly becomes an emergency overnight.
3. Orders of materials for projects, most of which must be planned weeks or months ahead of time and requested just before desired use.

SECTION 15: DISASTER PROCUREMENT

15.1 PURPOSE

This policy modifies the City of Celina's normal procurement practices to assure that, in both emergency and exigency circumstances caused by a proclaimed disaster or emergency, the City of Celina is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City purchases comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

15.2 DEFINITIONS:

For the purposes of this policy, a proclaimed disaster or emergency exists if:

A. The Governor has declared a state of emergency for an area that includes the geographic territory of the City of Celina, or

B. The Chief Executive Officer (Mayor, City Manager) of the City of Celina has declared an emergency in the City.

Exigent circumstances are situations in which:

A. A disaster or emergency has been proclaimed, and

B. The public exigency for goods and services required to address an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

Emergency Operations Center (EOC) is the centralized location of emergency response and recovery support operations during incidents.

Emergency Management Coordinator (EMC) is the employee delegated by the Mayor.

15.3 DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES

Delegation - If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraphs 15.3 B and 15.3 C, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

Limits of Single Purchase Authority - The City Manager or designee shall have the authority to make individual purchases up to $10,000 on his or her signature alone. The City Manager shall have the authority to make purchases above $10,000 up to a maximum of $250,000 when countersigned by the Mayor or, in the Mayor's absence, countersigned by another council member.

Limits of Aggregate Purchase Authority - The City Manager or designee shall have the authority to make aggregate purchases up to $10,000 on their signature alone. The City Manager shall have the authority to make purchases in excess of $10,000 up to a maximum of $250,000 when

countersigned by the Mayor, or in the Mayor's absence, countersigned by another council member.

15.4 **DELEGATION OF AUTHORITY**

Sub-Delegation to the Emergency Management Coordinator: The Emergency Management Coordinator shall be a designee of the City Manager at any time that the City Manager is not available to approve purchases as allowed in this section.

Sub-Delegation of Purchasing Authority: If neither the City Manager nor the Emergency Management Coordinator is available, the following department heads have the authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of $10,000.

Department Heads include:

- Assistant City Manager
- Purchasing Director
- Police Chief
- Fire Chief
- Assistant Fire Chief
- Public Works Director

Administrative Procedures:

A. As soon as possible, after purchases are made under this section 3, the City Manager, Emergency Management Coordinator, or department head shall submit to the Purchasing Director a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.

B. The Purchasing Director will inform the City Manager and City Council of any individual purchase under this section with a contract amount greater than $10,000 and also whenever the aggregate of purchases under this section is greater than $250,000.

C. Purchasing staff will obtain the City Manager's (or Emergency Management Coordinator as the City Manager's designee) approval prior to any purchase by a department head if the amount is $10,000 or more.

D. If the City Manager/Emergency Management Coordinator is unavailable, and the delay in getting his/her signature would imperil life, safety, or improved property, the department heads as listed in 15.4 B above may approve the emergency purchase of $10,000 or more.

E. The Purchasing Director shall have the authority to approve all disaster-related purchases under $250,000.

F. The Purchasing Director will expedite the verification of funds available and complete the preparation of the purchase order.

15.5 **PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES**

Upon receipt of requisitions under Section 3, the Purchasing Director shall prepare purchase orders for the emergency equipment, supplies, services, or other items in accordance with the requirements of this section.

A. Exempt Purchases are those less than $250,000 and do not require a formal bid.

B. Purchases greater than $250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Purchasing Director, and/or Department Head are required.

Justification of Sole Source or No-bid Contracts, where exigent circumstances require immediate Procurement from the nearest available source,

A. The Purchasing Director shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."

B. Procurement should be limited to that portion of the work that must be performed immediately, allowing subsequent Procurement by competitive proposals of the remainder of the work.

C. "Sole source" or "no-bid" acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, Procurement of a scarce commodity, goods, or services or purchase or rental of emergency equipment, emergency consulting services, emergency road clearance, or other emergency requirements.

Provision for Alternate Bid Solicitation Procedures: The City's normal requirements for sealed bids shall not apply to acquisitions under this section. However, the Purchasing Director shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers in lieu of written and/or sealed bids in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

Locations of Postings for Request for Proposals or Invitation to Bids: The Purchasing Director may waive standard requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City's designated Emergency Operations Center.

Length of Time for Posting Requests: The Purchasing Director may shorten the normal bid period from fourteen days to expedite the award of contracts for emergency equipment, goods, or services. The Procurement Officer should seek to ensure that the shortened bid period allows multiple suppliers to submit bids.

Number of Bids Required: Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to time, date, and person/company contacted, with a reason for the no-bid, if possible.

15.5 NOTIFICATION AND RATIFICATION

Posting of Contracts and Awards – Under this section, all contracts awarded that exceed $100,000shall be presented to City Council for ratification and publicly posted within sixty (60) days.

Authority to Cancel Emergency Procurements: The City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

A. Notification Requirement for Emergency Purchases: For any purchase in excess of$100,000, the Purchasing Manager shall report all such purchases to City Council within thirty (30) days of the onset of the disaster.

B. Requirement for Separate Invoicing: All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services, or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

C. Auditing of Invoices for Debris Clearance Prior to Payment: All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement before the award of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

D. Limitations of Disaster Purchasing Policy: For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.

E. Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

SECTION 16: SOLE SOURCE PROCUREMENT

16.1 SOLE SOURCE PURCHASES

Sole source purchases are goods and services available from only one supplier due to patents, copyrights, or territorial distribution. Examples include:

Patented products	Monopolized items
Rare books	Captive replacement parts

Components for equipment and software with exclusive distribution rights.

A. Items that are only available from one manufacturer are not a sole source if the items can be purchased from distributors. Similarly, books available from multiple sources are not sole source.

B. Regulated or natural monopolies such as utilities, gravel from the only pit in the area.

C. Replacement components

B. Staff is responsible for obtaining and retaining documentation from the vendor that clearly states why the purchase must be made on a "sole source" basis.

16.2 WRITTEN JUSTIFICATION

All sole source purchases require written justification in the form of an affidavit, which must be completed by the vendor and notarized. This form must be submitted to and approved by Purchasing prior to the purchase being made.

16.3 NOTICE OF INTENT TO AWARD A SOLE SOURCE PROCUREMENT

All purchases in excess of $100,000 shall be made in conjunction with the Purchasing Director. These items may be posted as a notice of intent to purchase a sole-source item in the eProcurement system for public review.

If responses received indicate that the item is not a sole source purchase and competition exists, a solicitation will be issued.

SECTION 17: COOPERATIVE PURCHASES

17.1 COOPERATIVE PURCHASES

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of cooperative purchasing programs. These chapters authorize the City to use another entity's bid and likewise allow another entity to use the City's contracts. Additionally, the statutes allow the City to use a cooperative contract issued by an established cooperative agency.

The following must be included and established to utilize a cooperative contract.

A. The bid specifications/contract must have cooperative language.

B. The awarded vendor must have agreed to the language (term).

C. An Interlocal agreement must be in place between the City and the issuing entity.

The City has established memberships and entered into interlocal agreements, which promote participation in cooperative purchasing programs. Current Interlocal Agreements and Contracts are available on the e-procurement website at www.celina-tx.gov/bids.

18.1 PURPOSE

The Procurement Card (PCard) Program is designed to manage small-dollar purchases for procuring goods and services that do not exceed $3,000. It provides the City with an efficient and controllable method for monitoring small-dollar purchases, reducing paperwork, and paying vendors in a timely manner.

The card is intended to replace petty cash, small-dollar purchases, purchase orders, and emergency purchases.

18.2 ISSUANCE

Cards must be requested by Directors.

Cardholders must agree and adhere to the guidelines listed below and those set forth in the City's Procurement Policy.

18.3 USAGE

Cardholders may use their card upon completion of the following:

A. Complete card activation and sign the back of the card,

B. Register for fraud alerts,

C. Activate the cardholder in the account through the issuing bank,

D. Attend required training, and

E. Sign cardholder agreement.

Cardholders may use their PCard for City related purchases only.

The card may be used for most transactions not exceeding the cardholder's transaction limit, including, but not limited to:

A. "Brick and mortar" retail purchases;

B. Telephone or online orders;

C. Travel (including lodging, conference fees, and training); and

D. Services.

Quotes are not required for amounts under $3,000. Care should be taken to ensure the taxpayers' dollars are used efficiently and the best value is obtained.

Any usage outside of this policy is a violation and subject to revocation of PCard, purchasing privileges, and discipline up to and including termination.

18.4 CARD vs. PURCHASE ORDER

Cards may be used when:

A. The purchase price is within the cardholder's limits.

B. Purchases made with a card must be paid for when the order is placed.

A purchase order must be obtained if:

A. The purchase amount exceeds the cardholder's limit.

B. The exact amount is not known.

C. The vendor does not accept cards.

18.5 **RECEIPTS**

An original, itemized receipt for every purchase must be obtained from the vendor when the card is used.

A. Restaurant purchases must include the credit card receipt with the total, including tip, in addition to the itemized receipt.

B. A detailed receipt must also document online and telephone.

1. Vendors should not send invoices for card transactions to Accounts Payable, as this may result in duplicate payments.

C. Receipts must be scanned and maintained for the fiscal year plus six months.

18.6 **CARD SECURITY**

Each cardholder is responsible for all charges to their assigned card and must maintain the card in a safe and secure manner that prevents unauthorized or improper use. The card is not to be loaned or made available to another employee, friend, or family member under any circumstance.

18.7 **RESTRICTIONS**

Cards may not be used for personal purchases of any kind. Other restrictions include, but are not limited to:

A. Alcohol or liquor;

B. Spouse or family member expenses;

C. Splitting transactions to avoid quote or bid requirements;

D. Splitting transactions to avoid cardholder limits;

E. Entertainment, such as theatre, movies, golf;

F. Services such as contracts and agreements;

G. Cash refunds or advances;

H. Fuel purchases; and

I. Computer hardware, communications hardware, software, and services without prior written approval from the IT Director.

18.8 **SECURITY RESTRICTIONS**

Each procurement card has an individual transaction limit, a monthly spending limit, and restrictive merchant codes (MCC). Each card is limited to the number of swipes that can be made within a given period and by specific vendors. Cards may also be restricted in terms of daily, monthly, or transaction amounts for card purchases. A card transaction will be denied when swiped if it exceeds any of the transaction limits.

Cards swiped three times and denied will lock the card.

18.9 SALES TAX

As a tax-exempt government agency, the City of Celina is exempt from paying sales tax. Cardholders are responsible for ensuring that the City is not charged sales tax by alerting the merchant in advance that the transaction is tax-exempt. If tax is included, the cardholder is responsible for correcting the charge.

18.10 TRAVEL EXPENSE REPORTS

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred when an employee travels for City-related business. Direct payment of travel expenses with a Card is encouraged, as permitted. This section supplements the Travel Policy in the City's employee policy manual.

Travel expense reports allow for the itemization of PCard purchases as "prepaid expenses."

As outlined in the travel policy, meals are paid for via per diem, and meal charges are not permitted.

18.11 CARDHOLDER DUTIES AND RESPONSIBILITIES

Cardholders, or an assigned liaison, are responsible for reconciling the statement on a monthly basis.

The cardholder must ensure transactions are completed within the assigned limits and guidelines, sales tax was not applied, and the original "detailed" receipt is included.

The cardholder is responsible for processing returns, verifying credits are received, tracking card balances, and disputing charges directly with the vendor.

A. The transaction in dispute must be noted in the item's description.
B. Cash refunds for returns are not allowed.
C. The cardholder must verify the credit is received and attach documentation such as a return receipt or email from the vendor to the expense report.

If a cardholder finds a discrepancy, they should contact the vendor and attempt to resolve the problem directly.

If a cardholder cannot resolve a disputed item directly with a vendor, the cardholder should contact the Program Administrator for assistance.

The cardholder is responsible for immediately notifying JP Morgan Chase, their supervisor, and the Program Administrator if the card is lost or stolen. The contact number at **JP Morgan Chase is 800-316-6056**.

18.12 DIRECTOR DUTIES AND RESPONSIBILITIES

The Director is responsible for auditing and approving all transactions after cardholder reconciliation for his/her department.

Cards must be returned to the Program Administrator immediately upon notice of resignation, transfer, or termination of the cardholder.

In the event a cardholder has used the card fraudulently, the Director shall immediately retrieve the card and report the misuse to the Program Administrator. Fraudulent activity of any kind is cause for immediate termination.

18.13 PROGRAM ADMINISTRATOR DUTIES AND RESPONSIBILITIES

The Card program is administered and maintained by a Program Administrator and is the City's point of contact for the program. Upon approval, monthly expense reports and receipts are submitted to the Program Administrator for review, general ledger updating, and filing for audit purposes. The Program Administrator orders and terminates the PCards provides training to cardholders, maintains card limits and documentation, reconciles the expense reports, and audits the expense reports and receipts for compliance.

The Program Administrator will report to the Department Director any cardholder infractions. Misuse and/or abuse of card privileges will be dealt with as follows:

A. 1st Occurrence: The Program Administrator, Finance Director, and Department Director will determine if the cardholder continues in the card program. The Department Director will take the necessary, documented steps to prevent further issues. Documentation will be submitted on the Statement of Non-Compliance form.

B. 2nd Occurrence: The Program Administrator will terminate the cardholder's privileges with deferral to the Human Resources Department for disciplinary action.

C. In the event of unauthorized or inappropriate purchases, the City reserves the right to withhold final paychecks until the issue is resolved.

18.14 REVOCATION OF THE PURCHASING CARD

The purchasing card is subject to revocation at any time at the discretion of the Department Director and/or the Program Administrator. Each cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the Cardholder Agreement Form.

Failure to abide by this policy will result in revocation of their card and disciplinary action up to termination of employment. The cardholder will be required to reimburse any unauthorized transactions, and the City reserves the right to withhold final paychecks until all purchases are satisfactorily reconciled.

The Program Administrator will recommend to the Department Director that the card be revoked following any violation of the Procurement Card policy. The Program Administrator is authorized to temporarily suspend use of the card if unauthorized use is discovered and poses a threat to internal financial controls.

SECTION 19: INSURANCE

19.1 **INSURANCE REQUIREMENTS, Texas Labor Code, § 406.096 (Workers' Compensation)**

All contractors and subcontractors shall have insurance coverage, including worker's compensation. Proof of coverage must be provided before any work begins. Certificates must be issued to the City of Celina.

Minimum Required Insurance: Workers' Compensation, General Liability, and Auto Liability. Other types of insurance may be required depending on the type of work or service requested.

Any exception to all requirements except worker's compensation insurance will be reviewed and approved by Human Resources/Risk Management and/or Purchasing.

Building or construction includes:

A. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance; or

B. Remodeling, extending, repairing, or demolishing a structure; or

C. Otherwise, improving real property or appurtenance to real property through similar activities.

Purchasing and Human Resources/Risk Management must verify and approve all insurance documents prior to the contract, purchase order, or commencement of work.

APPENDIX A: REFERENCES

State of Texas Statutes

1. Texas Local Government Code, Chapter 252, 253, 271
2. Texas Government Code, Chapter 552, 791, 2251, 2252, 2253, 2254, 2258, 2269
3. Texas Labor Code, Chapter 406
4. Texas Insurance Code, Chapter 1811

APPENDIX B: STANDARD INDUSTRY DEFINITIONS

The following definitions are included as a reference and are used in the federal, state, and local purchasing statutes and policies.

Addendum: An addition, change, or supplement to a solicitation document issued prior to the opening date.

Advertise: To make a public announcement of the intention to purchase goods or services.

Agency: The City of Celina or another governmental office/entity.

Amended: A status change to an RFP, IFB, RFO, RFI, RFQ, or contract that indicates a modification to that document.

Amendment: Written addition or change to a contract.

Assignment: Transfer of contractual rights from one party to another party.

Best Value: Factors to be considered in determining the lowest overall cost and value in making certain purchases.

Bid: An offer to contract with the City, submitted in response to a bid invitation.

Bid Bond: A deposit required of bidders to protect the City in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City. Acceptable forms of bid deposits are limited to a cashier's check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on the United States Department of the Treasury's listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.

Bid Opening: The public opening of bids, in which the names of the bidders responding to a bid solicitation and prices of the bidders are publicly read and recorded.

Bid Tabulation: The recording of bids and bid data submitted in response to a solicitation. The bid tabulation is used for comparison, analysis, and record keeping.

Bidder: An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or other entity that submits a bid, such as agents, employees, and representatives.

Bidders List: A list of potential vendors who have expressed an interest in doing business with the City.

Bond: A document providing evidence of obligation issued in temporary or definitive form

Change Order: A document that is used when it becomes necessary that amends, clarifies, changes, or cancels contract issues and/or provisions.

Centralized Master Bidders List (CMBL): The CMBL is a list maintained by the Texas Comptroller of Public Accounts (CPA) containing the names and addresses of prospective bidders.

Competitive Sealed Bidding: Process of advertising an invitation for bids (ITB), conducting a public bid opening, and awarding a purchase order/contract to the lowest responsive, responsible bidder in accordance with state law.

Competitive Sealed Proposals: Process of advertising a request for proposal (RFP), the evaluation of submitted proposals, and awarding of the contract.

Consultant: A person that provides or proposes to provide a consulting service.

Consulting Services: The practice of studying and advising the City.

Contract: A written agreement where a contractor provides goods or services, and the agency pays for such goods and services in accordance with the established price, terms, and conditions.

Contract Administration: This generally refers to the processes that occur after a contract is signed.

Contract Management: This refers to the entire contracting process from planning through contract administration.

Contract Manager: A person who is: 1) employed by the City, 2) has significant contract management duties.

Contractor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "vendor."

Deliverable: A unit or increment of work required by the contract, including such items as goods, services, reports, or documents.

Emergency: A purchase made when unforeseen and/or a sudden unexpected occurrence creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Goods: A transportable article of trade or commerce that can be bartered or sold. Goods do not include services or real property.

Historically Underutilized Business (HUB): A minority or women-owned business that holds 51% ownership in the business.

Independent Contractor: A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or worker's compensation insurance or withholding taxes from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

Invitation to Bids (ITB): The procurement process is used when the requirements are clearly defined, negotiations are not necessary, and price is the major determining factor for selection. The ITB uses the competitive sealed bid method.

Liquidated Damages: A specified contract provision that entitles the City to demand a set monetary amount determined to be a fair and equitable repayment to the City for loss of service due to the vendor's failure to meet contract requirements.

Negotiations: A consensual bargaining process in which the parties attempt to reach an agreement on a disputed or potentially disputed matter. In a contractual sense, negotiation means the "dealings conducted between two or more parties for the purpose of reaching an understanding."

Opening Date: The day and time, after submission of proposals, when sealed bid responses are opened.

Owner: The City of Celina.

Payment Bond: A bond executed in connection with a contract that secures the payment requirements of the contractor.

Performance Bond: A surety bond that provides assurance of a bidder's performance of a certain contract.

Professional Services: Services directly related to professional practices as defined by the Professional Services Procurement Act. These include services within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, and professional engineering. Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by accounting firms, are not considered professional services.

Proposal: An executed offer submitted by a respondent in response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a contract award.

Proposal Opening: The public opening of proposals, in which the names of the respondents to a solicitation are publicly read and recorded. No prices are divulged at a proposal opening as these types of solicitations are subject to negotiation.

Proprietary Purchase: A purchase request of a product that is proprietary to one vendor and does not permit an equivalent product to be supplied.

Renewal: When an existing contract is renewed for an additional time period in accordance with the terms and conditions of the original contract.

Request for Information (RFI): A general invitation to contractors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for the preparation of a solicitation.

Request for Proposal (RFP): A solicitation requesting submittal of a proposal in response to the required scope of services and usually includes some form of a cost proposal. The RFP process allows for negotiations between a proposer and the issuing agency.

Request for Qualifications (RFQ): A solicitation document requesting submittal of qualifications or specialized expertise in response to the scope of services required. No pricing is solicited with an RFQ.

Request for Quote (RFQ): An informal solicitation document requesting pricing on small-dollar purchases.

Responsive: The respondent has complied with all material aspects of the solicitation document, including the submission of all required documents.

Respondent: An entity submitting a proposal in response to a solicitation. (See Bidder)

Responsible: The respondent has the capability to fully perform and deliver in accordance with the contract requirements. The City may include past performance, financial capabilities, and business management as criteria for determining if a bidder or proposer is capable of satisfying the contract requirements.

Service: The furnishing of labor by a contractor which may not include the delivery of a tangible end product.

Solicitation: A document requesting the submittal of bids or proposals for goods or services in accordance with the advertised specifications.

Solicitation Conference: A meeting chaired by state agency personnel which is designed to help potential bidders/respondents understand the requirements of a solicitation. Also known as a pre-bid or proposal conference.

Specification: Any description of the physical or functional characteristics or of the nature of supplies or services to be purchased. It may include a description of any requirements for inspecting, testing, or preparing supplies or services for delivery.

Statute: A law enacted by a legislature.

Strategic Sourcing: A concept of purchasing with the objective to purchase goods or services that will minimize costs, increase managerial effectiveness and improve operational efficiency.

Surety: A person or entity providing a bond to a contractor to indemnify the City against all direct and consequential damages suffered by a failure of the contractor to perform the contract and to pay all lawful claims of subcontractors, materials and suppliers, and laborers as applicable.

Term Contract: A Contract that addresses the estimated requirements for a number of agencies for supplies or services that are used repeatedly or in significant quantities over a period of time. Also known as an annual contract.

Vendor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "contractor."

APPENDIX C: ACRONYMS

The following is a list of acronyms frequently used in the Procurement industry.

CM: Contract Management

COOP: Cooperative Purchasing Program

CSB: Competitive Sealed Bid

CSP: Competitive Sealed Proposal

DBE Disadvantage Business Enterprise

GSA: General Services Administration (Federal)

HUB: Historically Underutilized Business

ITB: Invitation to Bid

ITQ: Invitation to Quote

M/WBE: Minority/Women Business Enterprise

REQ: Requisition

RFI: Request for Information

RFP: Request for Proposal

RFQ: Request for Qualifications

SOW: Statement of Work

SOQ: Statement of Qualifications

APPENDIX D: CHOOSING A PROCUREMENT METHOD

Procurement Method	Use When	Advantages	Disadvantages
Invitation to Bid	Lots of competition exists. The product or service is available from more than one source.	Award process is simpler. Award is made to the lowest responsive, responsible bidder providing the best value to the state.	Defined specifications may be difficult to develop. Does not encourage innovative solutions
Request for Proposal	When factors other than price are evaluated. When negotiations are desired. Vendor is expected to provide innovative ideas.	Allows factors other than price to be considered. Allows for customized proposals suggesting different approaches to the same business need. Allows for negotiations in order to obtain the best value for the state.	Lead times for Procurement are much greater. Evaluations are more complex and subjective.
Request for Information	There is insufficient information to write specifications for any procurement method.	Provides information to prepare a complete bid or proposal document. Allows the business community to have input into the agency's solicitation document based on current industry practices and market factors. Informs the agency of any potential problems early in the Procurement.	
Request for Qualifications	Selection is made solely on the skills and qualifications of the contractor. Price is not a factor until after a vendor is selected.	Emphasizes the competency of the proposed contractors.	Contractor is selected before the price is negotiated.

Table courtesy of the State of Texas Contract Management Guide version 1.10.

APPENDIX E: SAMPLE LEAD TIMES

SAMPLE LEAD TIME FOR A COMPLEX PROJECT

Task	Suggested Lead Time from Start of Contract Date	Example
Begin Preparation of Specification and contract.	180 days	March 1
Final approval of Specifications	150 days	April 1
Advertise and Issue Solicitation (Bid/RFP/RFQ)	120 days	May 1
Receipt of Responses	90 days	June 1
Evaluation of Responses	5 – 30 days	July 1
Contract Negotiation	30 days	August 1
Council Award	10 days	August 10
Contract Execution - City	3-10 days	August 20
Contract Execution / Bonding	Minimum 10 days	August 30
Contract Begins		September 1

APPENDIX F: AUCTION PROCEDURES

AUCTION PROCEDURES

	Steps	Responsibility
1	Identify surplus property	Department Director or designated employee
2	Notify all departments of the availability of the surplus property. • Email to all departments/users • Allow a minimum of seven days	Designated Department employee
3	If a department is interested, complete the City's Surplus Property Form and submit it to Procurement. • Requesting department must pick up the equipment within seven days.	Designated Department employee
4.	If there is no interest, notify Procurement. • Complete Disposition form and send it to Procurement	Designated Department employee
5	Procurement will determine the best method of disposal through: • Auction • Trade-In • Recycling • Donation • Destruction	Procurement

AUCTION

	Steps	Responsibility
6	Prior to Sale: Department must remove all City of Celina identification, markings, or equipment (logo, department numbering, equipment that will be used on other equipment, etc.)	Designated Department Employee
7	Move item to a secure location	Designated Department Employee
8	Take pictures and submit them to Procurement • For vehicles & equipment, take a minimum of four pictures (one on each side). • Additional pictures of the inside, damage to exterior or interior, etc. • The more information/pictures provided will help with the sell and fewer questions will be generated by the public.	Designated Department Employee
9	Create a log with the identification, location, value, and date.	Procurement
10	Proceed with auction. Auctions will be completed quarterly or sooner, IF needed.	Procurement
11	Receive funds and closeout auction.	Procurement

DESTRUCTION/RECYCLING (IT Equipment)

	Steps	**Responsibility**
1	Confirm items are eligible for destruction.	Information Technology
2.	Complete the destruction form	Information Technology
3.	Send the form to vendor and Procurement.	Information Technology
4	Copy procurement on all correspondence.	Information Technology
5	Bring proceeds to Procurement for deposit.	Information Technology

UNCLAIMED, SEIZED OR LOST PROPERTY

	Steps	**Responsibility**
1	Confirm items are eligible for sale	Designated Department Employee
2	For Lost and Unclaimed Property, provide documentation that all internal policies have been followed.	Designated Department Employee
3.	For Seized property, provide a copy of the Court Order which indicates the property has been awarded to the City of Celina.	Police Department
4.	Follow auction procedures	

APPENDIX G: INSURANCE

The table below depicts the minimum standards.

	City of Celina Minimum Insurance Requirements Summary							
Agreement Type	**General Liability**	**Auto**	**Work. Comp.**	**Employers Liability**	**Prof. Liability**	**Installation Floater**	**Builder's Risk**	**Garage Liability**
General Contract-Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Garage Operations	X	X	X					X
Special Events	X	X	X					
Min Coverage Amounts								
Minimum Standard Limit	$1M Per Occurrence $2M Aggregate	$1M Combined Single Limit	Texas Statutory	$500K Accident $500K Employee $500K Limit	$1M Per Occurrence $2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers Liability Limit: $1M/$1M/$1M; CGL Limit: $2M per occurrence and $4M aggregate							
Garbage Collection Service	CGL Limit: $5M per occurrence and $10M aggregate; Auto Limit: $5M Combined Single Limit							
Pollution Exposure	$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Crime Exposure	$1M Employee Dishonesty (or equivalent) - Required for handling City money and/or securities, credit card processing, etc.							
Railway Exposure	$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
Footnotes:	(1) Waiver of subrogation shall be provided with the Workers' Compensation coverage. (2) The City shall be covered as additional insureds on the GL and Auto policies. (3) Policies of insurance shall not be canceled without a 30-day notice to the City. (4) Insurance carriers must meet A.M. Best financial rating of A-VI or better. (5) Combination of primary or excess policies that meet the required limits is acceptable. (6) Agreements may require additional coverage and/or higher limits at the City's discretion.							

CITY OF CELINA

PROCUREMENT POLICY

DESCRIPTION	COUNCIL AUTHORIZED DATE	RESOLUTION #
Adopted by Resolution on:	August 13, 2019	2019-42R
Revision 1	September 13, 2022	2022-43R
Revision 2	November 11, 2025	

PROCUREMENT POLICY

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SECTION 1: POLICY

1.1 PURPOSE AND POLICY

The purpose of the Procurement Policy is to provide guidance to all employees regarding procurement related activities. Purchasing is a function of all Departments. Directors or their designees are responsible for coordinating with the Purchasing Department on any departmental purchases made on behalf of the City of Celina. Purchasing procedures are subject to the following.

A. All purchasing shall be in accordance with the laws of the State of Texas, including Chapters 252 and 271 of the Texas local Government Code, Chapter 2269 of the Texas Government Code, and the City of Celina Charter.

B. All purchasing shall adhere to sound purchasing policies to ensure that Celina taxpayers receive the best value for city purchases. Purchasing activities will be managed with proper controls and all requisitions will be processed in a timely manner to ensure efficient practices.

C. When required, or preferred, a competitive bidding or proposal process, in the form of a Bid, Request for Proposal, Request for Qualifications, or approved alternate delivery method will be utilized to make purchases that provide the best value to the City, and to provide for an open and fair process for all interested vendors.

1.2 AUTHORITY

The City Council's authority to contract for all goods and services is delegated to the City Manager as outlined in this policy and to those employees to whom the City Manager delegates that responsibility.

The Purchasing Director interprets this Policy. Any questions regarding the Purchasing Director's interpretation and/or application of the policy may be taken to the City Manager ~~for the review~~for review and consideration. The City Manager shall resolve any questions about ~~any~~the interpretation and/or application of the policy ~~when there is a conflict~~ when a conflict arises. ~~.~~

1.3 CENTRALIZED PROCUREMENT

The Purchasing Department serves as the central procurement office for the City. It determines which method of Procurement will be used for the purchase. The Purchasing Department communicates operational procedures consistent with sound business practices, for the procurement and management of all goods and services, including disposal of City-owned property.

1.4 ENFORCEMENT

It shall be the responsibility of the City Manager and Purchasing Director to enforce all procurement procedures.

A violation is defined as an employee's action or omission that indicates a disregard for purchasing laws, policies, or procedures. A violation may also ~~also may~~ be noted if the employee's action was unintentional but violates federal law, state law, city charter, policies, or procedures.

Personnel who attempt to contract in the name of the City, or make authorized or unauthorized purchases outside the scope of this policy~~,~~ may be subject to disciplinary action up to and including termination, legal action, and personal financial liability.

If an officer or employee fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be convicted of a Class B misdemeanor. This includes a situation where the officer or employee knowingly or intentionally authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements.

Texas Local Government Code §§ 252.062, 252.063, and 271.029 provide criminal penalties for officers and employees who knowingly violate state statutes.

1.5 PERSONAL USE PROHIBITIONS AND PERMISSIONS

The nature of purchasing functions requires that all parties involved ~~makes it critical that all players~~ in the process remain independent, free from ~~of~~ obligation or suspicion, and completely fair and impartial. Maintaining the integrity and credibility of a purchasing program requires a clear set of guidelines, rules, and responsibilities to govern the behavior of purchasing employees. The following guidelines must be adhered to by all employees.

If an employee acquires merchandise or services for the employee's personal use from a vendor doing business with the City, the purchase must be paid directly to the vendor by the employee.

Employees may purchase merchandise or services from a vendor doing business with the City, provided that the price at which the item is purchased is the same price charged to all ~~officers~~City officers and employees~~. of the City.~~

Employees cannot use the City's business accounts for personal purchases.

Employees shall **NOT** use the City of Celina tax exemption forms for personal use.

1.6 LEGISLATIVE UPDATES

Any amendments to State or Federal law will automatically take effect on the date stated in the legislative update.

SECTION 2: POLICY THRESHOLDS

2.1 PURCHASING THRESHOLDS

Purchasing thresholds are established to ensure fair competition among available, responsible vendors. To effectively expedite and control purchases of goods and services that are subject to Local Government Code, Chapter 252, the City of Celina has adopted the following purchasing thresholds. Employees should be aware ~~of~~ that Chapter 252 of the Texas Local Government Code prohibits the use of "separate, sequential, or component purchases" to avoid competitive bidding requirements:

> Component Purchase is a purchase of the component parts of an item that, in normal purchasing practices, would be purchased in one purchase.
>
> Separate Purchases are purchases made separately of items that, in normal purchasing practices, would be purchased in one purchase.
>
> Sequential Purchases are purchases made over a period of items that, in normal purchasing practices, would be purchased in one purchase.

PURCHASES ~~$2,999.99 OR LESS~~ TOTALING LESS THAN $3,000

A. An approved department representative may source these items directly.

B. Multiple quotes are recommended, but not required for this threshold. One written quote is required.

C. Purchase must be made with the purchasing card at the time of purchase or by obtaining a purchase order prior to placing the order.

PURCHASES TOTALING BETWEEN $3,000 ~~TO $49,999.99~~ AND $100,000

A. Requires three written quotes. Quotes must be uploaded ~~online~~ to the requisition system for Purchasing review. ~~by Purchasing.~~

B. Requires a documented attempt to contact two Historically Underutilized Businesses (HUBs) from HUB vendors within Collin or Denton Counties.

C. A purchase order is required ~~must be made by obtaining a purchase order~~ prior to placing the order.

D. ~~Exceptions may be granted by t~~The Purchasing Director may grant exceptions for use of a PCard or other payment method.

PURCHASES EXCEEDING ~~$50,000+~~ $100,000

Purchases ~~in amounts of $50,000~~ in excess of $100,000 ~~or greater~~ are ~~generally~~ subject to requirements of the competitive bid process unless specifically exempted by State Law.

Exceptions to the ~~$50,000~~$100,000 Bid Threshold:

A. Professional Services (Section 13 of the City of Celina Procurement Policy)

B. Emergency Purchases (Section 14 of the City of Celina Procurement Policy)

C. Disaster Purchases (Section 15 of the City of Celina Procurement Policy)

D. Sole Source Purchases (Section 16 of the City of Celina Procurement Policy)

E. Cooperative Purchases (Section 17 of the City of Celina Procurement Policy)

F. Other Exemptions as outlined in the Texas Local Government Code Chapter 252

2.2 **APPROVAL AUTHORITY FOR PURCHASES**

The following approval levels shall be utilized in all procurement-related matters. The respective Director or designee must approve all procurement card (PCard) transactions. Purchase Orders will also follow this approval process. The Purchasing Department is responsible for the review and issuance of all Purchases Orders and final PCard submittals. The approval requirement levels are established on a monetary scale identified in the chart below.

Amount	Approval Requirements				
	Level 1	Level 2	Level 3	Level 4	Review and Issuance
$2,999.99 or less	Authorized Staff				Purchasing
$3,000 - $24,999.99	Authorized Staff	Director			Purchasing
$25,000 - $100,000 ~~$49,999.99~~	Authorized Staff	Director	City Manager		Purchasing
~~$50,000 +~~ $100,000 +	Authorized Staff	Director	City Manager	City Council	Purchasing

PURCHASES $2,999.99 or less (Level 1)

Directors may delegate authority to staff within their Department to approve and authorize ~~a~~ requisitions~~,~~ or PCard purchases.

PURCHASES $3,000.00 to $24,999.99 (Level 1, 2)

If a Director delegates the approval authority to staff within their Department for a requisition or PCard purchase, two authorization approvals are required. A Director approval is required at this level.

PURCHASES $25,000~~.00~~ to ~~$49,999.99~~$100,000 (Level 1, 2, 3)

Requires signature from the City Manager or his/her designee. Additionally, if a Director delegates the approval authority to staff within their Department for a requisition or PCard purchase, two authorization approvals are required. A Director's approval is required at this level.

~~**PURCHASING $50,000.00 or more**~~ **PURCHASES exceeding $100,000 (Level 1, 2, 3, 4)**

Requires City Council approval and signature from the City Manager or his/her designee plus other levels.

SECTION 3: DELEGATED AUTHORITY

This section ~~covers~~outlines the delegated authority for all ~~P~~procurement~~-~~related ~~issues~~ matters.

3.1 CITY COUNCIL

City Council, as required by Local Government Code, ~~§~~Chapter 252, must authorize:

A. All ~~anticipated~~ expenditures exceeding ~~$50,000.~~$100,000.

B. All change orders greater than $50,000.

3.2 CITY MANAGER

The City Manager shall establish the rules and regulations for the purchase of all goods and services through this manual.

Delegated Authority – City Manager:

The City Manager, as authorized by City Council, may:

A. Authorize the purchase of all items ~~less than $50,000~~up to $100,000.

B. Authorize non-budgeted items ~~less than $50,000~~up to $100,000.

C. Execute all purchase orders ~~under $50,000~~ up to $100,000 and those ~~over $50,000~~exceeding $100,000 that City Council has approved.

D. Execute all contracts~~and change orders under $50,000.~~ up to $100,000 and those exceeding $100,000 that City Council has approved.

E. Execute all ~~contracts and change orders over $50,000~~ change orders up to $50,000 and those exceeding $50,000 that City Council has approved.

F. Execute change orders that have increased the contract by no more than 25%.

G. Execute change orders that have decreased the original contract.

3.3 ASSISTANT CITY MANAGER – INTERNAL SERVICES

The City Manager delegates to the Assistant City Manager for Internal Services (ACM-IS) the authority to procure all goods and services, dispose of all salvage, surplus, and seized property, execute contracts and agreements for all departments and administer the rules and regulations as established by all federal, state and local procurement laws.

Delegated Authority – Assistant City Manager for Internal Services

The ACM-IS, as authorized by the City Manager, may:

A. Authorize the purchase of items ~~less than $50,000~~up to $100,000.

B. Execute all purchase orders ~~under $50,000~~ up to $100,000 and those ~~over $50,000~~ exceeding $100,000 that City Council has approved.

C. Execute all Interlocal or Cooperative Purchasing agreements.

D. Purchase goods or services through an Interlocal Agreement or Cooperative Contract.

E. Execute all contracts ~~and change orders under $50,000.~~up to $100,000 and those exceeding $100,000 that the City Council has approved.

F. Execute all ~~contracts and~~ change orders ~~over~~up to $50,000 and those exceeding $50,000 that City Council has approved.

G. Execute change orders that have increased the contract by no more than 25%.

H. Execute change orders that have decreased the original contract.

I. In concurrence with the requesting department, reject all bids when in the City's best interest, and make a recommendation to the City Manager or City Council, as appropriate. Rejections over $100,000~~$50,000~~ require authorization by the City Council.

J. Determine which method of Procurement provides the best value for the City.

K. Determine and implement the most appropriate method of disposal of salvage, surplus, and seized property in accordance with applicable laws.

L. Consult with the City Attorney for a review of all procurement-related issues.

M. Conduct procurement in a fair, open, inclusive, and transparent environment.

3.4 **PURCHASING DIRECTOR**

The Purchasing Director oversees all procurement requirements for goods and services and ensures all are in accordance with all federal, state, and local procurement laws. The Purchasing Director ensures all procurement activities are conducted with the highest ethical standards, open and fair competition, and that public funds are protected.~~protect public funds.~~

Delegated Authority – Purchasing Director:

The City Manager delegates to the Purchasing Director the authority to procure all goods and services, dispose of all salvage, surplus, and seized property, execute contracts and agreements for all departments and administer the rules and regulations as established by all federal, state, and local procurement laws.

The Purchasing Director, as authorized by the City Manager, may:

A. Authorize the purchase of items ~~less than $50,000~~up to $100,000.

B. Execute all purchase orders ~~under $50,000~~ up to $100,000 and those ~~over $50,000~~ exceeding $100,000 that the City Council has approved.

C. Execute all Interlocal or Cooperative Purchasing agreements.

D. Purchase goods or services through an Interlocal Agreement or Cooperative Contract.

E. Execute all contracts ~~and change orders under $50,000.~~up to $100,000 and those exceeding $100,000 that the City Council has approved.

F. Execute all ~~contracts and~~ change orders ~~over~~up to $50,000 and those exceeding $50,000 that City Council has approved.

G. Execute change orders that have increased the contract by no more than 25%.

H. Execute change orders that have decreased the original contract.

I. Reject any and all bids, in concurrence with the requesting department, when in the City's best interest, and make recommendations to the City Manager or City Council, as appropriate. Rejections over ~~$50,000~~ $100,000 require authorization by the City Council.

J. Determine which method of Procurement provides the best value for the City.

K. Determine and implement the most appropriate disposal method of salvage, surplus, and seized property in accordance with applicable laws.

L. Consult with the City Attorney for a review of all procurement-related issues.

M. Conduct procurement in a fair, open, inclusive, and transparent environment.

SECTION 4: STATUTE

4.1 **POLICY BACKGROUND**

The procurement policy is based on Texas statutory provisions as found in the Texas Government Code, Texas Local Government Code, Texas Insurance Code, and Texas Labor Code, as amended. Although all such requirements apply to the policies and procedures outlined in this policy, selected statutes are provided herein for guidance, as follows:

4.2. **DEFINITIONS, Texas Local Government Code, § 252.001**

Component Purchase is a purchase of ~~the~~ component parts of an item, that in normal purchasing practices would, be purchased in one purchase.

High Technology procurement is the Procurement of equipment, goods, or services of a highly technical nature, including:

A. Data processing equipment and software, and firmware used in conjunction with data processing equipment;

B. Telecommunications equipment and radio and microwave systems;

C. Electronic distributed control systems, including building energy management systems; and

D. Technical services related to those items.

Separate Purchases are purchases made separately of items that, in normal purchasing practices, would be purchased in one purchase.

Sequential Purchases are purchases made over a period of items that, in normal purchasing practices, would be purchased in one purchase.

4.3 **BIDS THRESHOLD, Texas Local Government Code, §§ 252.021 and 252.0215**

Expenditures of more than $3,000, but less than ~~$50,000~~$100,000, require the buyer to obtain a minimum of two quotes from Historically Underutilized Businesses (HUB) in Collin and Denton Counties.

A total of three quotes are required for all purchases between~~over~~ $3,000 and ~~less than $50,000.~~$100,000.

The City must competitively bid or request sealed proposals for any goods/services over ~~$50,000~~$100,000.

4.4 **PAYMENTS, Texas Government Code, §§ 2251.021 through 2251.030**

A payment is overdue on the **31st day after the latter of**:

A. The date the governmental entity receives the goods under the contract; or

B. The date the performance of the service under the contract is completed; or

C. The date the governmental entity receives an invoice for the goods or service.

If goods or services are incomplete, staff must document any issues/shortages and notify the vendor in writing. **Payment is not made until the good or service is accepted.**

A. Interest on overdue payments accrues at the interest rate established by law.

B. Departments are encouraged to take advantage of prompt or early payment discounts.

Vendors / Contractors must pay subcontractors or suppliers who ~~supplies~~ supply goods/services for which payment is made within ten (10) days after receipt of payment from the City.

4.5 **CRIMINAL PENALTIES, Texas Local Government Code, § 252.062**

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by subsection (a). An offense under this subsection is a Class B misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described in subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

4.6 **REMOVAL/INELIGIBILITY, Texas Local Government Code, § 252.063**

The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.

For four years after that date of the final conviction, the removed officer or employee is ineligible:

A. To be a candidate for or to be appointed or elected to a public office in this state;

B. To be employed by the municipality with which the person served when the offense occurred; and

C. To receive any compensation through a contract with that municipality.

4.7 **PUBLIC RECORDS**

Texas Government Code, Chapter 552, regarding bid documents and contracts will be followed.

The City will not release copies of submitted bids or bid evaluations until after the contract has been awarded in accordance with § 552.104 of the Texas Government Code. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act, including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

SECTION 5: ETHICS

It is the policy of the City of Celina that the following ethical principles govern the conduct of all employees involved, directly or indirectly, in the City's procurement process.

5.1 DEFINITIONS

Vendor is defined as person or business who enters or seeks to enter into a contract with the City.

Family Member means a person related to another person within the first degree.

Family r~~R~~elationship ~~is a relationship~~ refers to the relationship between a person and another person within the third degree ~~.~~ of kinship.

Gift means a benefit offered by a person, including food, lodging, transportation, and entertainment, accepted as a guest.

5.2 PROCUREMENT CODE OF ETHICS

A special responsibility is imposed on all City of Celina employees entrusted with allocating City funds. Employees are held to the highest degree of integrity in government procurement to secure the best financial results and comply with the procurement process.

Employees involved in procurement and procurement-related functions must remain independent, free of obligation or suspicion, and entirely fair and impartial. Credibility and public confidence are vital throughout the purchasing process. Any erosion of honesty, integrity, or openness tends to be more injurious to purchasing than most other public programs. The shadow of doubt can be as harmful as the conduct itself. It is with this in mind that the following procedures are set forth. Every person employed by the City of Celina and performing public purchasing and purchasing-related functions shall abide by this code of ethics.

A. Strive to continually increase competition in supplier selection and endeavor to prevent any collusive activities among suppliers. Avoid soliciting or accepting money, loans, credits, and acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.

B. Handle confidential or proprietary information with due care and proper consideration. Receive consent ~~of originator~~from the originator of confidential information or proprietary ideas and designs before using them for competitive purchasing purposes.

C. Treat supplies equitably, without preference or discrimination, and without imposing unnecessary constraints on the competitive market.

D. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications with vendors.

E. Discourage business relationships with personal friends and relatives. Request a reassignment of responsibility if the situation occurs.

F. Refrain from holding business meetings with suppliers outside the office. If such a meeting is necessary, carefully choose the location to avoid any ~~so there will be no~~ perception of impropriety among ~~by~~ others in the business community or your peers ~~of impropriety~~.

G. Adhere to lawful instructions, using reasonable care, and only granted authority.

H. Refrain from conducting any private business or professional activity that would result in a conflict of interest between the employee and employer.

5.3 **NO EMPLOYEE INTEREST IN EXISTING CONTRACT:**

Employees may not have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase (materials & supplies), work, sale, or service to, for, with, or by the City.

A. An employee may request an exception by submitting a conflict of interest form to the City Manager. After consulting with Human Resources and the City Attorney, the City Manager may waive this requirement and grant an exception.

B. Use of City employment, authority, or influence for personal betterment, financial or otherwise, is prohibited.

5.4 **CONFLICT OF INTEREST**

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

If a conflict exists, the employee shall notify the Procurement Director in writing and remove himself or herself from the City procurement process.

5.5 **GRATUITIES (GIFTS AND ENTERTAINMENT)**

Employees shall not solicit or accept money, loans, gifts, favors or anything of value from current or potential vendors/contractors that might influence or appear to influence a purchasing decision or the City procurement process. If anyone is in doubt about whether a specific transaction complies with the policy, the person should disclose the transaction to the Procurement Director for a determination of compliance.

A. The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.

B. No officer or employee of the City shall accept, directly or indirectly any gifts, privilege or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a 'thank you' for service during holiday time and on other occasions. Such offerings, including gift donations, are permissible and should be made for the enjoyment of everyone as available in that particular department, division, or worksite.

C. Items that are not consumable on the premises shall be returned, donated to a City program, or community organization or used as a door prize at a City event.

D. This policy is not intended to prohibit the employee or department from accepting discounted values when carrying out departmental (non-personal) business or accepting courtesy is generally extended to business or governmental organizations within reason.

E. Employees can attend events and sponsored events from citizens and vendors at the discretion of the employee's supervisor.

F. The City, as a whole, may accept consumable products as stated in item C above, if the items are provided by a vendor that is not currently under evaluation through a procurement process.

G. Questions regarding acceptance of gifts should be channeled through the Purchasing Director.

5.6 **SUPPLIER/VENDOR RELATIONS**

Employees of the City must:

A. Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process;

B. Handle confidential or proprietary information belonging to the City, fellow employees, or vendors with care and proper consideration of ethical and legal ramifications and governmental regulations;

C. Never use information gained confidentially in the performance of duties for profit;

D. Exhibit a friendly, cooperative, and yet objective relationship with all suppliers; this will help avoid the appearance of partiality in business dealings; and

E. Actively strive to comply with City policies and federal and state laws regarding purchases from small businesses and those owned by minorities and other disadvantaged groups.

City employees must discharge their duties impartially to ensure suppliers have fair and competitive access to government procurement. City employees must conduct themselves in such a manner as to foster public confidence in the integrity of the City of Celina procurement opportunities. Each employee must report any potential violations to the proper authorities.

SECTION 6: ENVIRONMENTAL

6.1 PURPOSE

The purpose of this policy is to establish a guide and encourage the purchase and use of materials, products, and services that support the purchase of recycled and environmentally preferred products to minimize the City's environmental impact.

6.2 DEFINITIONS

Environmental Purchasing is defined as the Procurement of goods and services that have ecological and social impacts than competing products and services. The Purchasing Manager shall encourage the use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant, releases, waste generation, energy consumption, depletion of natural resources, and potential impact on human health and the environment.

Recycled Products are manufactured with waste material recovered or diverted from the waste stream. Recycled materials may be derived from post-consumer waste, industrial scrap, manufacturing waste, or other waste that would not have been utilized.

Cooperative Purchasing allows organizations to combine their purchasing power to negotiate better prices and reduce purchasing costs of a formal bid process.

Environmentally Preferable Products or Services are products and services with a reduced effect on human health, resources, and the environment compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product or service.

Life Cycle Assessment is the comprehensive examination of a product's environmental impacts throughout its lifetime.

Post-Consumer Recycled Content is the percentage of a product made from materials and by-products recovered or diverted from the solid waste stream after having completed their usefulness as consumer items and used in place of raw or virgin material. Post-consumer content includes materials such as paper, glass or plastic bottles, and cans collected for recycling.

Pre-Consumer Recycled Content is the percentage of products made from materials by-products diverted from the solid waste stream during the manufacturing process. Pre-consumer materials exclude reutilization of the material such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that developed it, such as wood chips, trimmed printed materials, and overruns and obsolete inventories.

A. Practicable means sufficient in performance and available at a reasonable cost.

B. Performance means the ability of a product or service to accomplish or contribute to achieving a job or task.

C. Solid Waste is defined in federal statute USEPA 40 CFR 261.2 at www.ecrf.gov.

6.3 POLICY

The City shall attempt to purchase and use materials, products, and economically responsible services that support economic, environmental, and social goals or reduce resource consumption and waste.

Nothing in this policy shall be construed as requiring the purchase of a product that does not perform adequately or are not available at a reasonable cost.

This policy identifies the following economic, environmental, and social factors that may be incorporated into the specifications and used as part of the best value criteria.

Environmental Factors:

Pollutant Releases
Energy Consumption
Waste Generation
General Impact on the Environment
Greenhouse Gas Emissions
Depletion of Natural Resources
Recycled, Recyclable Content

Economic Factors:

Best Value
Staff Time and Labor
Leveraging Our Buying Power
Technological Advances

Social Factors:

Health and Safety
Use of Locally Produced Products
End of Life Disposal
Minimization of Transportation

6.4 RESPONSIBILITIES

Purchasing is responsible for:

A. Designating products, processes, and procedures to be evaluated by departments. Maintain a list of acceptable options.
B. Provide technical assistance in policy implementation.
C. Monitor and revise procedures as necessary.
D. Research and communicate environmentally preferable products to departments for evaluation.
E. Collect data on recycled and other environmentally preferable products.

Departments are responsible for:

A. Identify key personnel to evaluate products when feasible.
B. Monitor and report to Procurement the success or failure of all designated products.
C. Evaluate and assess current policies and practices for opportunities to incorporate environmentally preferred products.
D. Be familiar with third-party certification organizations such as Energy Star and Green Seal.

Contractors/Suppliers are responsible for understanding all environmental specifications while working on City projects and all Federal, State, and local laws.

Contractors and Suppliers shall:

AIR EMISSIONS

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

DRAINAGE

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

DUST CONTROL

- Keep public roadways clean and free of mud unless closed to through traffic per authorized traffic control plans.
- Install a mud mat at the construction access site.

ENERGY CONSUMPTION

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

EROSION & SEDIMENTATION CONTROL

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

SPILL PREVENTION

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

WASTE MANAGEMENT

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

MANAGEMENT OF CHEMICALS

- Hazardous materials brought to and removed from a worksite shall be managed in accordance with all Federal, State, and local laws & regulations.
- All containers must be appropriately labeled.
- All paint is low-odor and low volatile organic compounds (VOC).
- Material Safety Data Sheets (MSDS) must be maintained onsite.

NOISE

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

SECTION 7: GRANTS

7.1 POLICY

This policy establishes the responsibility for ensuring compliance and provides a review process that shall be completed before signing any grant or award document and accepting said grant or award.

7.2 IDENTIFICATION AND APPLICATION

Departments seeking grants must provide written advance notice ~~in writing~~ to Finance. This ensures that those affected can review and understand grant requirements, including Budget, Procurement, and auditors.

A. Submit grant requirements to Finance before application submittal.

B. Submit copies of all award documents, applications, and funding agreements to Procurement and Finance before bidding.

C. If a federal grant, comply with all federal procurement standards in 2 CFR § 200.318 including to those listed below.

1. The City (Non-Federal entity) must use its own documented procurement procedures, which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
2. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Conflict of Interest: No employee, officer, or agent may participate in selecting, awarding, or administering a contract supported by a Federal award if they have an actual, apparent conflict of interest. A conflict of interest arises when the employee, officer, agent, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated, has a financial or other interest or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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SECTION 8: MISCELLANEOUS GUIDELINES

8.1 BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Director within five (5) working days following the opening of bids. This includes all protests related~~ing~~ to advertising, deadlines, bid opening, and other related procedures under the Texas Local Government Code, as well as ~~and~~ protests ~~relating~~ =regarding to alleged improprieties or ambiguities in the specifications.

8.2 DEBRIEFING

Debriefings and requests for information shall be in accordance with Texas Government Code, § 552 Texas Public Information Act.

Discussion of competing proposals is prohibited.

8.3 CHECK REQUEST AND PURCHASE ORDER EXCEPTIONS

Check requests may be used for the following purchase types and do not require a purchase order:

A. Refunds: Include the reason for the request and attach documentation indicating the person or organization's name; date of original purchase, contract date, class date; and reason for refund.

B. Contract Labor: Include the reason for the request and attach documentation, including a copy of the employment contract for a one-time payment or instructors. Submit proper documentation, such as a copy of the instructor contract.

C. Land/Development: Include agreement and reason for the request.

D. Reimbursements: Include a copy of the detailed invoice or receipt. This does not include travel reimbursements.

E. Other exceptions must be approved by the Finance Director and Purchasing Director.

8.4 INFORMATION TECHNOLOGY PURCHASES

All technology purchases, including software, hardware, copiers, and printers, must be approved by the Information Technology Department to ensure security controls are met.

8.5 NEW VENDORS

All new vendors are required to submit a completed vendor packet.

8.6 DISCRIMINATION

It is the policy of the City of Celina to afford all suppliers an equal opportunity to bid on any contract.

This policy prohibits discrimination against any person ~~because of~~ based on race, color, sex, religious affiliation, age, disability, or national origin~~,~~ in the award or performance of any contract.

The policy requires its officers, employees, agents, and sub-contractors to adhere to this policy.

8.7 PLACING ORDERS

Funds must be available and in the proper account before submission of a requisition and before use of a purchasing card.

8.8 **QUOTES - FREIGHT CHARGES AND FEES**

Include freight costs and fees in the total price when obtaining quotes. Freight and fees must be considered in determining the award.

All freight should be requested as FOB Destination (delivery address) freight pre-paid and allowed.

8.9 **PURCHASING ORDERS**

Purchase orders are required before placing the order and sent to the vendor when the order is placed.

A purchase order is required for any purchase not made on a City-issued credit card.

In extenuating circumstances, a purchase order may not be required. All exceptions will be reviewed and approved by both the Finance Director and the Purchasing Director.

8.10 **INVOICES**

All invoices must be submitted to Accounts Payable within five days of receipt and include the following information included.

A. Receiving information (received in full / received partial)

B. Signature of department representative

C. PO Number

The authorized purchaser is responsible for verifying that all materials/services are received in working order and meet specifications. Once materials/services are received and verified as correct, indicate receipt of materials on the invoice by noting "received in full" or "received partial" for each line item on the Purchase Order**.**

A. Notify the vendor immediately if the quantity received does not agree with the vendor's packing slip or the material does not conform to specification.

8.11 **REVOLVING CREDIT ACCOUNTS**

Credit accounts are available for the end user's use; however, they may only be opened or closed by Finance or Procurement.

8.12 **SALES TAX EXEMPTION**

The City is exempt from sales, excise, and use taxes under Texas Tax Code, § 151.309. End users are responsible for ensuring tax is not paid.

The City is not ~~NOT~~ exempt from sales tax on~~for~~ food, lodging, or transportation-related purchases made during travel.

8.13 **TIE BIDS**

If all factors and conditions relating to the bids are equal, the tie bid will be awarded to the local vendor. If the vendors are not local, then a coin toss will be conducted by Purchasing with at least one witness.

The Local Preference Policy will be used for tie bids involving the selection of a local vendor.

8.14 **VENDOR PERFORMANCE**

The City does not have centralized receiving. Departments are responsible for the receipt ~~receiving~~ of goods and services. Departments must document in writing items such as shortages,

late delivery, or damaged merchandise. Vendor performance should be submitted to Procurement.

8.15 **NON-PERFORMING VENDORS**

When a vendor fails to perform according to the Agreement (Purchase Order, Annual Agreement, Contract, and/or Specification), the Department Director or designee will:

A. Document the issues in writing to the vendor and to Purchasing.

B. Schedule a meeting to discuss the issues.

C. Document the resolution to the issue, as agreed upon by the department and the vendor. Documentation shall be in writing, signed by both the department and the vendor, and a copy shall be forwarded to Purchasing.

If a vendor's performance remains non-compliant or otherwise unsatisfactory, the ~~using~~ department will notify Procurement, which will attempt to facilitate a resolution. If Procurement cannot resolve the issue, the Purchasing Director and the Department Director will make a joint determination to cancel the contract in accordance with the terms and conditions of the agreement.

SECTION 9: BONDS AND INDEMNIFICATION

9.1 **DEFINITIONS**

Public Work means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

Bid Bond is a deposit required of bidders to protect the City if a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City.

Payment Bond ensures the protection of those performing work, such as subcontractors or suppliers to the prime or general contractor.

Performance Bond ensures the prime or general contractor will perform the work contracted.

Maintenance Bond protects the City from financial liability due to defects found during a warranty period.

9.2 **GENERAL REQUIREMENTS**

Bonds will be required for all Public Works Contracts

A. The City will only accept corporate sureties duly qualified and authorized.
B. Payment, Performance, and Maintenance bonds must be written as the "penal sum."
C. Personal sureties will not be accepted.
D. All required bonds must be received and approved before work begins.
E. The City may require bonding on other projects to mitigate risk.
F. The City of Celina requires payment, performance, and maintenance bonds to be provided on City-approved forms.

9.3 **BID BONDS**

A. Bid Bond minimum limit is five percent (5%) of the bid total.
B. Bid Bonds are optional for non-construction.
C. Personal, certified, or cashier's checks will NOT be accepted in place of a Bid Bond.
D. Bid Bonds must be provided on approved surety forms.
E. Bid Bonds will be retained for ten days from the award and may be returned to the issuing vendor upon request.

9.4 **BOND AMOUNTS** *Texas Government Code § 2253.021*

Payment Bonds are required for Public Works Contracts over fifty thousand dollars ($50,000) and must be written for one hundred percent (100%) of the total bid price.

Performance Bonds are required for Public Works Contracts over one hundred thousand dollars ($100,000), and they must be written for one hundred percent (100%) of the total bid price.

Maintenance Bonds can be written for a term and amount relevant to the project. The coverage, provided by a Maintenance Bond, guarantees against defective workmanship and materials.

9.5 **INDEMNIFICATION POLICY**

Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance or a copy of their insurance policy(s), including a copy of the endorsements. The required language is inserted in solicitation documents by the Purchasing Division or owner of the specifications.

Contractual agreements must contain a provision that transfers the risk of the project from the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Workers' Compensation Insurance – Contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost, unless exempt by Statute. Texas Labor Code, § 406.096.

SECTION 10: CONTRACTS

10.1 DEFINITIONS

Contract is a written, legally binding document or obligation.

Purchase Order is an official written document issued by a buyer, which is a commitment to pay the seller (vendor) for the products ordered. The process ensures purchases are approved and within budget. A Purchase Order or Contract is required when insurance and indemnification are needed.

Annual contract is a contract for goods or services in which pricing is locked for a specific period of time.

10.2 CONTRACTS

Purchasing items from a vendor other than the vendor awarded ~~vendor~~ is a violation of the purchasing policy. An exception may be granted due to extenuating circumstances and must be approved in writing by the Purchasing Director.

All purchases ~~greater than $~~exceeding $50,000 must include a standard contract, insurance, bonds (if ~~needed~~ required), and a purchase order.

Non-~~s~~Standard c~~C~~ontracts require City Attorney Review.

10.3 CONTRACT MANAGEMENT

All departments shall use ~~C~~contract management ~~shall be used by all departments~~ to manage all City-related contracts. Failure to manage and control changes can result in ~~an~~ unintentional attempted modifications to the scope of ~~work, the extension of the schedule~~work, schedule extensions, ~~an increase in the~~ increased contract costs, circumvention of management controls, and diminished contractor accountability.

Purchasing Responsibility

Purchasing will be responsible for setting up all contracts ~~that are~~ issued through ~~an~~ informal or formal solicitations. The following documents will be added to the electronic file.

Insurance	Notice to Proceed	Bid Related Documents
Contract	Correspondence	General Terms & Conditions
Change Orders		

Staff Responsibility

Staff will be responsible for ~~uploading and~~ maintaining post-award construction documents in Procore. This includes but is not limited to:

Monitoring	Meetings Minutes/Notes	Correspondence
Reporting	Request for Payments	Inspection /Testing
Acceptance	Site Visit Schedules	Change Orders
Lien Releases	Bond changes	Correspondence

SECTION 11: SURPLUS PROPERTY

11.1 PURPOSE

The purpose of the policy is to ensure disposal of City-owned property is completed in a consistent manner throughout the organization.

11.2 DEFINITIONS

Disposal means the sale, trade, donation, or destruction of surplus property or equipment.

Item means surplus or obsolete movable assets such as vehicles and equipment, materials, and unclaimed property.

Surplus means all supplies, assets, materials, and unclaimed property that are either obsolete at the end of their life cycle or no longer required by operations.

Obsolete – lack of functional use or out of date.

11.3 GENERAL

There are multiple formats for the disposal process. These include auction, transfer, trade-in, recycling, and destruction. All methods require written approval.

A. All fixed assets and capital equipment must be disposed of through Procurement. Departments should complete the required disposition form prior to submitting it to Procurement. The current capital / fixed asset amount ~~is $5,000.00.~~ as identified in the City's internal financial policy, which follows the Government Finance Officers of America (GFOA) recommend practices.

B. Any item that is still operable and has a potential value shall be auctioned or traded during the replacement processor as they become obsolete.

C. Scrap Metal – Staff, shall obtain, from Procurement, a letter of authorization to recycle specific items. Funds received for the recycling must be submitted to Finance and deposited. Written receipts from the recycling center must be provided with the payment.

D. Disposition and transfer forms are available from Finance or on the City website.

11.4 PERSONAL USE PROHIBITIONS AND PERMISSIONS

City employees may purchase items from City issued (electronic) third-party auctions.

11.5 PURCHASE OF CITY EQUIPMENT NOT SOLD THROUGH AUCTION.

Used "disposable" equipment such as cell phones and other electronic equipment may be sold to an employee when available and approved by the IT Director at a cost equal to the current fair market value. Equipment must be close to or eligible for replacement.

SECTION 12: PUBLIC WORKS/CIP PROJECTS

12.1 DEFINITION

Public Work are those projects that require the construction, repair, or renovation of a structure, building, street, highway, bridge, park, water, and wastewater distribution facility, airport runway or taxiway, drainage project, or other improvement or addition to real property.

12.2 LEGAL NOTICE

All construction projects will be advertised and posted in accordance with Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 2269.

12.3 PREVAILING WAGE RATES

Texas Government Code Chapter 2258 mandates that any Public Work contract awarded by the City include the requirement to pay prevailing wage rates. The statute requires the payment of a prevailing wage rate for laborers and mechanics, applying ~~and applies~~ to both contractors and subcontractors. Wages for workers on construction projects shall not be paid less than the schedule of general prevailing rates of per diem wages as mandated.

The City has adopted the U.S. Department of Labor's Wage Determinations for Collin County and Denton Counties for use in all Public Works projects. Current determinations will be used at the time of bid issuance and may be accessed at: http://www.wdol.gov/dba.aspx.

The prevailing wage rate or a link to the wage rates with the date shall be included in public works projects.

12.4 BONDING REQUIREMENTS

Bonds shall be in accordance with Texas Government Code Chapter 2253. Contracts for a public work contract must include the provisions for a payment bond if the contract is over $50,000 and a performance bond if the contract exceeds $100,000.

12.5 INSURANCE AND INDEMNIFICATION REQUIREMENTS

Minimum insurance requirements for construction projects must be included in the specification.

For construction-related projects, all contractors and sub-contractors, including those delivering equipment or materials or performing a service, shall provide workers' compensation for all employees.

General contractors are responsible for ensuring that sub-contractors carry the same or higher insurance amounts as those required.

All contractors shall provide proof of coverage satisfactory to the City. Texas Labor Code § 406.096

Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage.

12.6 AWARD OF CONTRACT/AGENDA ITEM

The Purchasing Department will conduct an initial review of the submittals to ensure they meet the minimum requirements stated in the specifications. Submittals are then forwarded to the requesting department(s) for their review and evaluation.

Using department(s) will provide a written recommendation to Purchasing. Purchasing will prepare the agenda.

12.7 **CHANGE ORDERS**

A change order is the written documentation and approval process that must be performed when changes in the scope of a project are proposed after the performance of a contract has begun. Such changes may include a significant difference in the quantity of work to be performed, the cost of work to be performed, or the materials, equipment, or supplies to be furnished.

12.8 **APPROVAL FOR CHANGE ORDERS**

All change orders must be presented to Purchasing and approved in writing prior to work beginning.

12.9 **CONTINGENCY FUNDS**

The City Council may establish a contingency fund for a construction project at the time of award to be used during the course of a project. A contingency fund may be established at any dollar amount above the bid award, provided that it is reasonable and prudent.

A. All projects may include a 10% contingency when budgeting.

B. Contingency funds are used to fund change orders that occur during construction.

12.9 **BID TIME**

Bid time shall be standard for all construction at twenty-one (21) days.

Exceptions may be granted when needed. Exceptions will follow statute requirements of fourteen (14) days.

SECTION 13: PROFESSIONAL SERVICES

13.1 PURPOSE OF POLICY

The following policies are designed to assist the City's staff in selecting individuals or firms to perform professional services. The desire is to establish fairness and consistency in the selection process while obtaining the best value (quality services at a reasonable price) for the City in accordance with applicable legal requirements.

Departments must seek proposals or qualifications for professional services at least every five years to help ensure the greatest and fairest competition in the selection of professional services by the City of Celina.

13.2 PROFESSIONAL SERVICES

Professional services generally refer to those services performed by an individual or group of individuals where education, degrees, certification, license, and/or registration are required for qualification to perform the service. The term "professional services" includes labor and skill that is predominantly mental or intellectual, rather than physical or manual, in nature. (See Texas Attorney General Opinion No. JM-940, at p. 3 (1988)).

Certain professions are specifically named in the Professional Services Procurement Act (ACT), Texas Government Code Chapter 2254, Subchapter A. This includes services within the scope of the practice, as defined by state law, of:

Accounting	Architecture	Landscape Architecture
Land Surveying	Medicine	Professional Engineering
Optometry	Real Estate Appraisal	Professional Nursing
Interior Design		

If a department is not sure if a service is a "professional service," the department should contact the Purchasing Director before securing such services.

13.3 PERSONAL SERVICES

Personal service is defined as a service that is performed by an individual. The service must be performed by the individual named in the contract. (Attorney general JM-890 and JM 486)

13.4 PLANNING SERVICES

Planning services are defined as services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the municipality 252.001 (5)

13.5 PROCUREMENT OF ARCHITECTURAL, ENGINEERING, OR LAND SURVEYING SERVICES

When procuring architectural, engineering, or land surveying services, the City shall use a two-step selection process (see Texas Government Code § 2254.004):

A. First, the City shall select, through the RFQ process, the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

B. Second, attempt to negotiate with that provider a contract at a fair and reasonable price. Negotiations will be facilitated by Purchasing as the lead for a team of stakeholders.

C. If the City is unable to negotiate a satisfactory contract with the most highly qualified provider of architectural, engineering, or land surveying services:

1. First, the City shall formally end negotiations with the selected provider.
2. Second, select the next most highly qualified provider.
3. Third, attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process until a contract is entered into.
4. A purchase order must be issued upon award of the contract.

13.6 **FEES ESTIMATED ~~TO BE UNDER $100,000 PER YEAR~~BETWEEN $3,000 and $100,000**

Departments may utilize the vendors authorized under the current master service agreements (MSA) or an informal RFQ process. Staff shall submit a memo identifying the following:

A. Scope of work;

B. Qualifications and experience requirements;

C. Project description and deliverables;

D. Time-line for performance;

E. Budget information; and

F. Suggested professional and rationale for determining qualifications based on selection.

Items ~~over $50,000~~ exceeding $100,000 will be presented to City Council for approval.

A Purchase Order is required.

13.7 **FEES ESTIMATED TO BE ~~$100,000 OR GREATER PER YEAR~~GREATER THAN $100,000**

Departments may utilize a current MSA when available. If an MSA is not available, a solicitation process will be issued and will conform to Government Code Chapter 2254.

The solicitation process will be managed by the Purchasing Department.

The process shall contain sufficient information to inform potential professional service vendors about the type of project, scope of services to be performed, the selection criteria to be used, and weighting assigned to each of the criteria.

After the evaluation of submitted requests for proposal, it may be necessary (as determined by the Purchasing Director) to interview several of the firms and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations. Negotiations will be facilitated by the Purchasing Department.

When negotiations are concluded, a recommendation will be made to City Council and a Purchase Order is required.

SECTION 14: EMERGENCY PROCUREMENT

14.1 EMERGENCY PURCHASES

An emergency condition creates an immediate and serious need for materials, services, or construction that cannot be met through normal procurement methods and that seriously threatens the functioning of the City or the protection of property, or the health or safety of any person.

Emergency purchases are for critical, unforeseen government needs. Because the City's ability to serve the public would be impaired if purchases are not made immediately, emergency purchases are exempt from standard procurement procedures.

True emergencies almost always occur as a result of parts and labor needed for unforeseen repairs to equipment that must be kept operational. When an emergency occurs, the need for quotes will be eliminated; however, a written explanation must be indicated on the Statement of Compliance for Irregular Purchases.

A. If the product or service is ~~over~~ between $3,000 and ~~under $50,000~~$100,000, obtain the City Manager's authorization. Once authorization has been received, submit a requisition to obtain a purchase order, then call the vendor to initiate repair services or order the needed materials. Immediately, or as soon as feasible, submit a copy of the invoice, delivery ticket, and the irregular purchase form to Purchasing.

B. In the event, the emergency expenditure exceeds ~~$50,000~~$100,000, follow the same procedures outlined in item A above, and prepare an agenda item and/or resolution for City Council approval prior to payment for the products or services purchased.

C. In extreme cases involving a disaster, an emergency declaration will be made. All purchases must be documented through proper state and federal forms and authorized by the Emergency Operations Center ~~-~~designated employee(s). Refer to the Disaster Procurement Policy in the next section.

D. An emergency created through neglect will not be processed as an emergency.

Typical examples of such neglect are:

1. Depletion of stock due to lack of planning.
2. Building or equipment needing repairs for some time suddenly becomes an emergency overnight.
3. Orders of materials for projects, most of which must be planned weeks or months ahead of time and requested just before desired use.

SECTION 15: DISASTER PROCUREMENT

15.1 **PURPOSE**

This policy modifies the City of Celina's normal procurement practices to assure that, in both emergency and exigency~~t~~ circumstances caused by a proclaimed disaster or emergency, the City of Celina is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City purchases comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

15.2 **DEFINITIONS:**

For the purposes of this policy, a proclaimed disaster or emergency exists if:

A. The Governor has declared a state of emergency for an area that includes the geographic territory of the City of Celina, or

B. The Chief Executive Officer (Mayor, City Manager) of the City of Celina has declared an emergency in the City.

Exigent circumstances are situations in which:

A. A disaster or emergency has been proclaimed, and

B. The public exigency for goods and services required to address an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

Emergency Operations Center (EOC) is the centralized location of emergency response and recovery support operations during incidents.

Emergency Management Coordinator (EMC) is the employee delegated by the Mayor.

15.3 **DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES**

Delegation - If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraphs 15.3 B and 15.3 C, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

Limits of Single Purchase Authority - The City Manager or designee shall have the authority to make individual purchases up to $10,000 on his or her signature alone. The City Manager shall have the authority to make purchases above $10,000 up to a maximum of $250,000 when countersigned by the Mayor or, in the Mayor's absence, countersigned by another council member.

Limits of Aggregate Purchase Authority - The City Manager or designee shall have the authority to make aggregate purchases up to $10,000 on their signature alone. The City Manager shall have the authority to make purchases in excess of $10,000 up to a maximum of $250,000 when

countersigned by the Mayor, or in the Mayor's absence, countersigned by another council member.

15.4 **DELEGATION OF AUTHORITY**

Sub-Delegation to the Emergency Management Coordinator: The Emergency Management Coordinator shall be a designee of the City Manager at any time that the City Manager is not available to approve purchases as allowed in this section.

Sub-Delegation of Purchasing Authority: If neither the City Manager nor the Emergency Management Coordinator is available, the following department heads have the authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of $10,000.

Department Heads include:

- Assistant City Manager
- Purchasing Director
- Police Chief
- Fire Chief
- Assistant Fire Chief
- Public Works Director

Administrative Procedures:

A. As soon as possible, after purchases are made under this section 3, the City Manager, Emergency Management Coordinator, or department head shall submit to the Purchasing Director a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.

B. The Purchasing Director will inform the City Manager and City Council of any individual purchase under this section with a contract amount greater than $10,000 and also whenever the aggregate of purchases under this section is greater than $250,000.

C. Purchasing staff will obtain the City Manager's (or Emergency Management Coordinator as the City Manager's designee) approval prior to any purchase by a department head if the amount is $10,000 or more.

D. If the City Manager/Emergency Management Coordinator is unavailable, and the delay in getting his/her signature would imperil life, safety, or improved property, the department heads as listed in 15.4 B above may approve the emergency purchase of $10,000 or more.

E. The Purchasing Director shall have the authority to approve all disaster-related purchases under $250,000.

F. The Purchasing Director will expedite the verification of funds available and complete the preparation of the purchase order.

15.5 **PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES**

Upon receipt of requisitions under Section 3, the Purchasing Director shall prepare purchase orders for the emergency equipment, supplies, services, or other items in accordance with the requirements of this section.

A. Exempt Purchases are those less than $250,000 and do not require a formal bid.

B. Purchases greater than $250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Purchasing Director, and/or Department Head are required.

Justification of Sole Source or No-bid Contracts, where exigent circumstances require immediate Procurement from the nearest available source,

A. The Purchasing Director shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."

B. Procurement should be limited to that portion of the work that must be performed immediately, allowing subsequent Procurement by competitive proposals of the remainder of the work.

C. "Sole source" or "no-bid" acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, Procurement of a scarce commodity, goods, or services or purchase or rental of emergency equipment, emergency consulting services, emergency road clearance, or other emergency requirements.

Provision for Alternate Bid Solicitation Procedures: The City's normal requirements for sealed bids shall not apply to acquisitions under this section. However, the Purchasing Director shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers in lieu of written and/or sealed bids in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

Locations of Postings for Request for Proposals or Invitation to Bids: The Purchasing Director may waive standard requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City's designated Emergency Operations Center.

Length of Time for Posting Requests: The Purchasing Director may shorten the normal bid period from fourteen days to expedite the award of contracts for emergency equipment, goods, or services. The Procurement Officer should seek to ensure that the shortened bid period allows multiple suppliers to submit bids.

Number of Bids Required: Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to time, date, and person/company contacted, with a reason for the no-bid, if possible.

15.5 **NOTIFICATION AND RATIFICATION**

Posting of Contracts and Awards – Under this section, all contracts awarded that exceed ~~$50,000~~$100,000 shall be presented to City Council for ratification and publicly posted within sixty (60) days.

Authority to Cancel Emergency Procurements: The City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

A. Notification Requirement for Emergency Purchases: For any purchase in excess of ~~$50,000~~$100,000, the Purchasing Manager shall report all such purchases to City Council within thirty (30) days of the onset of the disaster.

B. Requirement for Separate Invoicing: All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services, or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

C. Auditing of Invoices for Debris Clearance Prior to Payment: All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement before the award of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

D. Limitations of Disaster Purchasing Policy: For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.

E. Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

SECTION 16: SOLE SOURCE PROCUREMENT

16.1 SOLE SOURCE PURCHASES

Sole source purchases are goods and services available from only one supplier due to patents, copyrights, or territorial distribution. Examples include:

Patented products	Monopolized items
Rare books	Captive replacement parts

Components for equipment and software with exclusive distribution rights.

A. Items that are only available from one manufacturer are not a sole source if the items can be purchased from distributors. Similarly, books available from multiple sources are not sole source.

B. Regulated or natural monopolies such as utilities, gravel from the only pit in the area.

C. Replacement components

B. Staff is responsible for obtaining and retaining documentation from the vendor that clearly states why the purchase must be made on a "sole source" basis.

16.2 WRITTEN JUSTIFICATION

All sole source purchases require written justification in the form of an affidavit, which must be completed by the vendor and notarized. This form must be submitted to and approved by Purchasing prior to the purchase being made.

16.3 NOTICE OF INTENT TO AWARD A SOLE SOURCE PROCUREMENT

All purchases in excess of ~~$50,000~~ $100,000 shall be made in conjunction with the Purchasing Director. These items may be posted as a notice of intent to purchase a sole-~~-~~source item in the eProcurement system for public review.

If responses received ~~indicates~~indicate that the item is not a sole source purchase and competition exists, a solicitation will be issued.

SECTION 17: COOPERATIVE PURCHASES

17.1 COOPERATIVE PURCHASES

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of cooperative purchasing programs. These chapters authorize the City to use another entity's bid and likewise allow another entity to use the City's contracts. Additionally, the statutes allow the City to use a cooperative contract issued by an established cooperative agency.

The following must be included and established to utilize a cooperative contract.

A. The bid specifications/contract must have cooperative language.

B. The awarded vendor must have agreed to the language (term).

C. An Interlocal agreement must be in place between the City and the issuing entity.

The City has established memberships and entered into interlocal agreements, which promote participation in cooperative purchasing programs. Current Interlocal Agreements and Contracts are available on the e-procurement website at www.celina-tx.gov/bids.

SECTION 18: PROCUREMENT CARD

18.1 **PURPOSE**

The Procurement Card (PCard) Program is designed to manage small-dollar purchases for procuring goods and services that do not exceed $3,000. It provides the City with an efficient and controllable method for monitoring small-dollar purchases, reducing paperwork, and paying vendors in a timely manner.

The card is intended to replace petty cash, small-dollar purchases, purchase orders, and emergency purchases.

18.2 **ISSUANCE**

Cards must be requested by Directors.

Cardholders must agree and adhere to the guidelines listed below and those set forth in the City's Procurement Policy.

18.3 **USAGE**

Cardholders may use their card upon completion of the following:

A. Complete card activation and sign the back of the card,

B. Register for fraud alerts,

C. Activate the cardholder in the account through the issuing bank,

D. Attend required training, and

E. Sign cardholder agreement.

Cardholders may use their PCard for City related purchases only.

The card may be used for most transactions not exceeding the cardholder's transaction limit, including, but not limited to:

A. "Brick and mortar" retail purchases;

B. Telephone or online orders;

C. Travel (including lodging, conference fees, and training); and

D. Services.

Quotes are not required for amounts under $3,000. Care should be taken to ensure the taxpayers' dollars are used efficiently and the best value is obtained.

Any usage outside of this policy is a violation and subject to revocation of PCard, purchasing privileges, and discipline up to and including termination.

18.4 **CARD vs. PURCHASE ORDER**

Cards may be used when:

A. The purchase price is within the cardholder's limits.

B. Purchases made with a card must be paid for when the order is placed.

A purchase order must be obtained if:

A. The purchase amount exceeds the cardholder's limit.

B. The exact amount is not known.

C. The vendor does not accept cards.

18.5 **RECEIPTS**

An original, itemized receipt for every purchase must be obtained from the vendor when the card is used.

A. Restaurant purchases must include the credit card receipt with the total, including tip, in addition to the itemized receipt.

B. A detailed receipt must also document ~~O~~online and telephone ~~purchases must also be documented by a detailed receipt~~.

1. Vendors should not send invoices for card transactions to Accounts Payable, as this may result in duplicate payments.

C. Receipts must be scanned and maintained for the fiscal year plus six months.

18.6 **CARD SECURITY**

Each cardholder is responsible for all charges to their assigned card and must maintain the card in a safe and secure manner that prevents unauthorized or improper use. The card is not to be loaned or made available to another employee, friend, or family member under any circumstance.

18.7 **RESTRICTIONS**

Cards may not be used for personal purchases of any kind. Other restrictions include, but are not limited to:

A. Alcohol or liquor;

B. Spouse or family member expenses;

C. Splitting transactions to avoid quote or bid requirements;

D. Splitting transactions to avoid cardholder limits;

E. Entertainment, such as theatre, movies, golf;

F. Services such as contracts and agreements;

G. Cash refunds or advances;

H. Fuel purchases; and

I. Computer hardware, communications hardware, software, and services without prior written approval from the IT Director.

18.8 **SECURITY RESTRICTIONS**

Each procurement card has an individual transaction limit, a monthly spending limit, and restrictive merchant codes (MCC). Each card is limited ~~restricted~~ to the number of swipes that can ~~may~~ be made within ~~for~~ a given period ~~of time~~ and by specific vendors. Cards may also be restricted in terms of ~~as to the~~ daily, monthly, or transaction amounts for ~~of~~ card purchases. A card transaction will be denied when swiped if it ~~the transaction~~ exceeds any of the transaction limits.

Cards swiped three times and denied~~,~~ will lock the card.

18.9 **SALES TAX**

As a tax-exempt government agency, the City of Celina is exempt from paying ~~does not pay~~ sales tax. Cardholders are responsible for ensuring that the City is not charged sales tax by alerting the merchant in advance that the transaction is tax-exempt. If tax is included, the cardholder is responsible for correcting the charge.

18.10 **TRAVEL EXPENSE REPORTS**

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred when an employee travels for City-related business. Direct payment of travel expenses with a Card is encouraged, as permitted. This section supplements the Travel Policy in the City's employee policy manual.

Travel expense reports allow for the itemization of PCard purchases as "prepaid expenses."

As outlined in the travel policy, meals are paid for via per diem, and meal charges are not permitted.

18.11 **CARDHOLDER DUTIES AND RESPONSIBILITIES**

Cardholders, or an assigned liaison, are responsible for reconciling the statement on a monthly basis.

The cardholder must ensure transactions are completed within the assigned limits and guidelines, sales tax was not applied, and the original "detailed" receipt is included.

The cardholder is responsible for processing returns, verifying credits are received, tracking card balances, and disputing charges directly with the vendor.

A. The transaction in dispute must be noted in the item's description.
B. Cash refunds for returns are not allowed.
C. The cardholder must verify the credit is received and attach documentation such as a return receipt or email from the vendor to the expense report.

If a cardholder finds a discrepancy, they should contact the vendor and attempt to resolve the problem directly.

If a cardholder cannot resolve a disputed item directly with a vendor, the cardholder should contact the Program Administrator for assistance.

The cardholder is responsible for immediately notifying JP Morgan Chase, their supervisor, and the Program Administrator if the card is lost or stolen. The contact number at **JP Morgan Chase is 800-316-6056**.

18.12 **DIRECTOR DUTIES AND RESPONSIBILITIES**

The Director is responsible for auditing and approving all transactions after cardholder reconciliation for his/her department.

Cards must be returned to the Program Administrator immediately upon notice of resignation, transfer, or termination of the cardholder.

In the event a cardholder has used the card fraudulently, the Director shall immediately retrieve the card and report the misuse to the Program Administrator. Fraudulent activity of any kind is cause for immediate termination.

18.13 **PROGRAM ADMINISTRATOR DUTIES AND RESPONSIBILITIES**

The Card program is administered and maintained by a Program Administrator and is the City's point of contact for the program. Upon approval, monthly expense reports and receipts are submitted to the Program Administrator for review, general ledger updating, and filing for audit purposes. The Program Administrator orders and terminates the PCards provides training to cardholders, maintains card limits and documentation, reconciles the expense reports, and audits the expense reports and receipts for compliance.

The Program Administrator will report to the Department Director any cardholder infractions. Misuse and/or abuse of card privileges will be dealt with as follows:

A. 1st Occurrence: The Program Administrator, Finance Director, and Department Director will determine if the cardholder ~~will continue~~continues in the card program. The Department Director will take the necessary, documented steps to prevent further issues. Documentation will be submitted on the Statement of Non-Compliance form.

B. 2nd Occurrence: The Program Administrator will terminate the cardholder's privileges with deferral to the Human Resources Department for disciplinary action.

C. In the event of unauthorized or inappropriate purchases, the City reserves the right to withhold final paychecks until the issue is resolved.

18.14 **REVOCATION OF THE PURCHASING CARD**

The purchasing card is subject to revocation at any time at the discretion of the Department Director and/or the Program Administrator. Each cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the Cardholder Agreement Form.

Failure to abide by this policy will result in revocation of their card and disciplinary action up to termination of employment. The cardholder will be required to reimburse any unauthorized transactions, and the City reserves the right to withhold final paychecks until all purchases are satisfactorily reconciled.

The Program Administrator will recommend to the Department Director that the card be revoked following any violation of the Procurement Card policy. The Program Administrator is authorized to temporarily suspend use of the card if unauthorized use is discovered and poses a threat to internal financial controls.

SECTION 19: INSURANCE

19.1 **INSURANCE REQUIREMENTS, Texas Labor Code, § 406.096 (Workers' Compensation)**

All contractors and subcontractors shall have insurance coverage, including worker's compensation. Proof of coverage must be provided before ~~prior to~~ any work begin~~sning~~. Certificates must be issued to the City of Celina.

Minimum Required Insurance: Workers' Compensation, General Liability, and Auto Liability. Other types of insurance may be required depending on the type of work or service requested.

Any exception to all ~~but~~requirements except worker's compensation insurance ~~requirements~~ will be reviewed and approved by Human Resources/Risk Management and/or Purchasing.

Building or construction includes:

A. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance; or

B. Remodeling, extending, repairing, or demolishing a structure; or

C. Otherwise, improving real property or appurtenance to real property through similar activities.

Purchasing and Human Resources/Risk Management must verify and approve all insurance documents prior to the contract, purchase order, or commencement of work.

APPENDIX A: REFERENCES

State of Texas Statutes

1. Texas Local Government Code, Chapter 252, 253, 271
2. Texas Government ~~Code, Chapter~~Code, Chapter 552, 791, 2251, 2252, 2253, 2254, 2258, 2269
3. Texas Labor Code, Chapter 406
4. Texas Insurance Code, Chapter 1811

APPENDIX B: STANDARD INDUSTRY DEFINITIONS

The following definitions are included as a reference and are used in the federal, state, and local purchasing statutes and policies.

Addendum: An addition, change, or supplement to a solicitation document issued prior to the opening date.

Advertise: To make a public announcement of the intention to purchase goods or services.

Agency: The City of Celina or another governmental office/entity.

Amended: A status change to an RFP, IFB, RFO, RFI, RFQ, or contract that indicates a modification to that document.

Amendment: Written addition or change to a contract.

Assignment: Transfer of contractual rights from one party to another party.

Best Value: Factors to be considered in determining the lowest overall cost and value in making certain purchases.

Bid: An offer to contract with the City, submitted in response to a bid invitation.

Bid Bond: A deposit required of bidders to protect the City in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City. Acceptable forms of bid deposits are limited to a cashier's check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on the United States Department of the Treasury's listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.

Bid Opening: The public opening of bids, in which the names of the bidders responding to a bid solicitation and prices of the bidders are publicly read and recorded.

Bid Tabulation: The recording of bids and bid data submitted in response to a solicitation. The bid tabulation is used for comparison, analysis, and record keeping.

Bidder: An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or other entity that submits a bid, such as agents, employees, and representatives.

Bidders List: A list of potential vendors who have expressed an interest in doing business with the City.

Bond: A document providing evidence of obligation issued in temporary or definitive form

Change Order: A document that is used when it becomes necessary that amends, clarifies, changes, or cancels contract issues and/or provisions.

Centralized Master Bidders List (CMBL): The CMBL is a list maintained by the Texas Comptroller of Public Accounts (CPA) containing the names and addresses of prospective bidders.

Competitive Sealed Bidding: Process of advertising an invitation for bids (ITB), conducting a public bid opening, and awarding a purchase order/contract to the lowest responsive, responsible bidder in accordance with state law.

Competitive Sealed Proposals: Process of advertising a request for proposal (RFP), the evaluation of submitted proposals, and awarding of the contract.

Consultant: A person that provides or proposes to provide a consulting service.

Consulting Services: The practice of studying and advising the City.

Contract: A written agreement where a contractor provides goods or services, and the agency pays for such goods and services in accordance with the established price, terms, and conditions.

Contract Administration: This generally refers to the processes that occur after a contract is signed.

Contract Management: This refers to the entire contracting process from planning through contract administration.

Contract Manager: A person who is: 1) employed by the City, 2) has significant contract management duties.

Contractor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "vendor."

Deliverable: A unit or increment of work required by the contract, including such items as goods, services, reports, or documents.

Emergency: A purchase made when unforeseen and/or a sudden unexpected occurrence creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Goods: A transportable article of trade or commerce that can be bartered or sold. Goods do not include services or real property.

Historically Underutilized Business (HUB): A minority or women-owned business that holds 51% ownership in the business.

Independent Contractor: A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or worker's compensation insurance or withholding taxes from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

Invitation to Bids (ITB): The procurement process is used when the requirements are clearly defined, negotiations are not necessary, and price is the major determining factor for selection. The ITB uses the competitive sealed bid method.

Liquidated Damages: A specified contract provision that entitles the City to demand a set monetary amount determined to be a fair and equitable repayment to the City for loss of service due to the vendor's failure to meet contract requirements.

Negotiations: A consensual bargaining process in which the parties attempt to reach an agreement on a disputed or potentially disputed matter. In a contractual sense, negotiation means the "dealings conducted between two or more parties for the purpose of reaching an understanding."

Opening Date: The day and time, after submission of proposals, when sealed bid responses are opened.

Owner: The City of Celina.

Payment Bond: A bond executed in connection with a contract that secures the payment requirements of the contractor.

Performance Bond: A surety bond that provides assurance of a bidder's performance of a certain contract.

Professional Services: Services directly related to professional practices as defined by the Professional Services Procurement Act. These include services within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, and professional engineering. Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by accounting firms, are not considered professional services.

Proposal: An executed offer submitted by a respondent in response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a contract award.

Proposal Opening: The public opening of proposals, in which the names of the respondents to a solicitation are publicly read and recorded. No prices are divulged at a proposal opening as these types of solicitations are subject to negotiation.

Proprietary Purchase: A purchase request of a product that is proprietary to one vendor and does not permit an equivalent product to be supplied.

Renewal: When an existing contract is renewed for an additional time period in accordance with the terms and conditions of the original contract.

Request for Information (RFI): A general invitation to contractors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for the preparation of a solicitation.

Request for Proposal (RFP): A solicitation requesting submittal of a proposal in response to the required scope of services and usually includes some form of a cost proposal. The RFP process allows for negotiations between a proposer and the issuing agency.

Request for Qualifications (RFQ): A solicitation document requesting submittal of qualifications or specialized expertise in response to the scope of services required. No pricing is solicited with an RFQ.

Request for Quote (RFQ): An informal solicitation document requesting pricing on small-dollar purchases.

Responsive: The respondent has complied with all material aspects of the solicitation document, including the submission of all required documents.

Respondent: An entity submitting a proposal in response to a solicitation. (See Bidder)

Responsible: The respondent has the capability to fully perform and deliver in accordance with the contract requirements. The City may include past performance, financial capabilities, and business management as criteria for determining if a bidder or proposer is capable of satisfying the contract requirements.

Service: The furnishing of labor by a contractor which may not include the delivery of a tangible end product.

Solicitation: A document requesting the submittal of bids or proposals for goods or services in accordance with the advertised specifications.

Solicitation Conference: A meeting chaired by state agency personnel which is designed to help potential bidders/respondents understand the requirements of a solicitation. Also known as a pre-bid or proposal conference.

Specification: Any description of the physical or functional characteristics or of the nature of supplies or services to be purchased. It may include a description of any requirements for inspecting, testing, or preparing supplies or services for delivery.

Statute: A law enacted by a legislature.

Strategic Sourcing: A concept of purchasing with the objective to purchase goods or services that will minimize costs, increase managerial effectiveness and improve operational efficiency.

Surety: A person or entity providing a bond to a contractor to indemnify the City against all direct and consequential damages suffered by a failure of the contractor to perform the contract and to pay all lawful claims of subcontractors, materials and suppliers, and laborers as applicable.

Term Contract: A Contract that addresses the estimated requirements for a number of agencies for supplies or services that are used repeatedly or in significant quantities over a period of time. Also known as an annual contract.

Vendor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "contractor."

APPENDIX C: ACRONYMS

The following is a list of acronyms frequently used in the Procurement industry.

CM:	Contract Management
COOP:	Cooperative Purchasing Program
CSB:	Competitive Sealed Bid
CSP:	Competitive Sealed Proposal
DBE	Disadvantage Business Enterprise
GSA:	General Services Administration (Federal)
HUB:	Historically Underutilized Business
ITB:	Invitation to Bid
ITQ:	Invitation to Quote
M/WBE:	Minority/Women Business Enterprise
REQ:	Requisition
RFI:	Request for Information
RFP:	Request for Proposal
RFQ:	Request for Qualifications
SOW:	Statement of Work
SOQ:	Statement of Qualifications

APPENDIX D: CHOOSING A PROCUREMENT METHOD

Procurement Method	Use When	Advantages	Disadvantages
Invitation to Bid	Lots of competition exists. The product or service is available from more than one source.	Award process is simpler. Award is made to the lowest responsive, responsible bidder providing the best value to the state.	Defined specifications may be difficult to develop. Does not encourage innovative solutions
Request for Proposal	When factors other than price are evaluated. When negotiations are desired. Vendor is expected to provide innovative ideas.	Allows factors other than price to be considered. Allows for customized proposals suggesting different approaches to the same business need. Allows for negotiations in order to obtain the best value for the state.	Lead times for Procurement are much greater. Evaluations are more complex and subjective.
Request for Information	There is insufficient information to write specifications for any procurement method.	Provides information to prepare a complete bid or proposal document. Allows the business community to have input into the agency's solicitation document based on current industry practices and market factors. Informs the agency of any potential problems early in the Procurement.	
Request for Qualifications	Selection is made solely on the skills and qualifications of the contractor. Price is not a factor until after a vendor is selected.	Emphasizes the competency of the proposed contractors.	Contractor is selected before the price is negotiated.

Table courtesy of the State of Texas Contract Management Guide version 1.10.

APPENDIX E: SAMPLE LEAD TIMES

SAMPLE LEAD TIME FOR A COMPLEX PROJECT

Task	Suggested Lead Time from Start of Contract Date	Example
Begin Preparation of Specification and contract.	180 days	March 1
Final approval of Specifications	150 days	April 1
Advertise and Issue Solicitation (Bid/RFP/RFQ)	120 days	May 1
Receipt of Responses	90 days	June 1
Evaluation of Responses	5 – 30 days	July 1
Contract Negotiation	30 days	August 1
Council Award	10 days	August 10
Contract Execution - City	3-10 days	August 20
Contract Execution / Bonding	Minimum 10 days	August 30
Contract Begins		September 1

APPENDIX F: AUCTION PROCEDURES

AUCTION PROCEDURES

	Steps	Responsibility
1	Identify surplus property	Department Director or designated employee
2	Notify all departments of the availability of the surplus property. • Email to all departments/users • Allow a minimum of seven days	Designated Department employee
3	If a department is interested, complete the City's Surplus Property Form and submit it to Procurement. • Requesting department must pick up the equipment within seven days.	Designated Department employee
4.	If there is no interest, notify Procurement. • Complete Disposition form and send it to Procurement	Designated Department employee
5	Procurement will determine the best method of disposal through: • Auction • Trade-In • Recycling • Donation • Destruction	Procurement

AUCTION

	Steps	Responsibility
6	Prior to Sale: Department must remove all City of Celina identification, markings, or equipment (logo, department numbering, equipment that will be used on other equipment, etc.)	Designated Department Employee
7	Move item to a secure location	Designated Department Employee
8	Take pictures and submit them to Procurement • For vehicles & equipment, take a minimum of four pictures (one on each side). • Additional pictures of the inside, damage to exterior or interior, etc. • The more information/pictures provided will help with the sell and fewer questions will be generated by the public.	Designated Department Employee
9	Create a log with the identification, location, value, and date.	Procurement
10	Proceed with auction. Auctions will be completed quarterly or sooner, IF needed.	Procurement
11	Receive funds and closeout auction.	Procurement

DESTRUCTION/RECYCLING (IT Equipment)

	Steps	Responsibility
1	Confirm items are eligible for destruction.	Information Technology
2.	Complete the destruction form	Information Technology
3.	Send the form to vendor and Procurement.	Information Technology
4	Copy procurement on all correspondence.	Information Technology
5	Bring proceeds to Procurement for deposit.	Information Technology

UNCLAIMED, SEIZED OR LOST PROPERTY

	Steps	Responsibility
1	Confirm items are eligible for sale	Designated Department Employee
2	For Lost and Unclaimed Property, provide documentation that all internal policies have been followed.	Designated Department Employee
3.	For Seized property, provide a copy of the Court Order which indicates the property has been awarded to the City of Celina.	Police Department
4.	Follow auction procedures	

APPENDIX G: INSURANCE

The table below depicts the minimum standards.

	City of Celina Minimum Insurance Requirements Summary							
Agreement Type	**General Liability**	**Auto**	**Work. Comp.**	**Employers Liability**	**Prof. Liability**	**Installation Floater**	**Builder's Risk**	**Garage Liability**
General Contract-Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Garage Operations	X	X	X					X
Special Events	X	X	X					
Min Coverage Amounts								
Minimum Standard Limit	$1M Per Occurrence $2M Aggregate	$1M Combined Single Limit	Texas Statutory	$500K Accident $500K Employee $500K Limit	$1M Per Occurrence $2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers Liability Limit: $1M/$1M/$1M; CGL Limit: $2M per occurrence and $4M aggregate							
Garbage Collection Service	CGL Limit: $5M per occurrence and $10M aggregate; Auto Limit: $5M Combined Single Limit							
Pollution Exposure	$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Crime Exposure	$1M Employee Dishonesty (or equivalent) - Required for handling City money and/or securities, credit card processing, etc.							
Railway Exposure	$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
Footnotes:	(1) Waiver of subrogation shall be provided with the Workers' Compensation coverage. (2) The City shall be covered as additional insureds on the GL and Auto policies. (3) Policies of insurance shall not be canceled without a 30-day notice to the City. (4) Insurance carriers must meet A.M. Best financial rating of A-VI or better. (5) Combination of primary or excess policies that meet the required limits is acceptable. (6) Agreements may require additional coverage and/or higher limits at the City's discretion.							

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: November 11, 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 September.

- $1,750,000 in General Fund expenses to transfer to Capital Acquisitions Fund for capital purchases.
- $8,000,000 in General Fund expenses to transfer to Street Construction Fund for streets construction and maintenance.
- $6,500,000 in Water/Wastewater expenses to transfer to the Future Infrastructure Fund.
- $100 in Court Commercial Vehicle Fund.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. Ordinance

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
November 11, 2025

DETAILS

- Transfer from General Fund to Capital Acquisitions Fund for one-time capital purchases.
- Transfer from General Fund to Street Construction Fund for streets improvements.
- Transfer from Water/Wastewater Fund to Future Infrastructure Fund.
- Materials and Supplies for Court Commercial Vehicle Fund.

Fund	Type	Description	Adjustment
Capital Acquisitions	Transfer In	Transfer in from General Fund for capital purchases	(1,750,000)
General Fund	Transfer Out	Transfer to Capital Acquisitions Fund for for capital purchases	1,750,000
Street Construction	Transfer In	Transfer in from General Fund	(8,000,000)
General Fund	Transfer Out	Transfer to Street Construction	8,000,000
Future Infrastructure	Transfer In	Transfer in from Water/Wastewater Fund	(6,500,000)
Water/Wastewater Fu	Transfer Out	Transfer out to Future Infrastructure Fund	6,500,000
Court Commercial Vehi	Fund Balance	Court Commercial Vehicle Fund budget	(100)
Court Commercial Vehi	Materials & Supplies	Court Commercial Vehicle Fund budget	100

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 11th day of November 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: November 11, 2025

Account #	Account Name	Description	Adjustment
120-400-000-4900	Transfer In	Transfer in from General Fund for capital purchases	(1,750,000)
102-123-000-7500	Transfer Out	Transfer to Capital Acquisitions Fund for for capital purchases	1,750,000
106-400-000-4900	Transfer In	Transfer in from General Fund	(8,000,000)
102-123-000-7500	Transfer Out	Transfer to Street Construction	8,000,000
205-400-000-4900	Transfer In	Transfer in from Water/Wastewater Fund	(6,500,000)
202-123-000-7500	Transfer Out	Transfer out to Future Infrastructure Fund	6,500,000
128-31-3050	Fund Balance	Court Commercial Vehicle Fund budget	(100)
128-109-000-6321	Materials & Supplies	Court Commercial Vehicle Fund budget	100

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: November 11, 2025

Agenda Item:
Consider and act upon an Ordinance amending Ordinance No. 2025-94 which adopted and approved the budget for fiscal year beginning October 1, 2025, and ending September 30, 2026, and make appropriations for each department, project, and account, by adopting an amended 2025-2026 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 2026 runs from October 1st to September 30th, 2026, 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 October.

- $57,273 in General Government VERF expenses for 3 replacement vehicles in the Fire Department for the 2026 model year and up-fitting. Budget increase due to increased costs for items.
- $30,130 in General Fund expenses for a replacement motorcycle from insurance proceeds.
- $31,321 to roll forward an FY 2025 PO in General Fund for Fire Department vehicle up-fitting.
- $28,334 to roll forward an FY 2025 PO in General Fund for Zap Stands in the Fire Department.
- $94,021 to roll forward an FY 2025 PO in General Fund for a Streets Department crew vehicle.

- $39,616 to roll forward an FY 2025 PO in General Fund for an insurance reimbursement for a Police Department canopy.
- $27,654 to roll forward an FY 2025 PO in General Fund for an insurance reimbursement for a Parks Department vehicle.
- $933,601 to roll forward an FY 2025 PO in Capital Acquisitions Fund for library books for the downtown library.
- $139,428 to roll forward an FY 2025 PO in Capital Acquisitions Fund for a remodel of Fire Station 1.
- $19,960 to roll forward an FY 2025 PO in Water/Wastewater Fund for replacement laptops.
- $94,584 to roll forward an FY 2025 PO in Water/Wastewater Fund for a Water Department vehicle.
- $142,884 to roll forward an FY 2025 PO in Stormwater Fund for two Stormwater Department vehicles.
- $189,048 to roll forward an FY 2025 PO in Utility VERF for two Water Department vehicles.
- $66,645 to roll forward an FY 2025 PO in Utility VERF for a Wastewater Department vehicle.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Ordinance

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 2026 BUDGET AMENDMENT

City Council Meeting
November 11, 2025

DETAILS

- General VERF expenses for upfitting and vehicle cost increases for 3 replacement vehicles in the Fire Department in General Fund.
- Capital Vehicle expenses for a replacement of a motorcycle in General Fund from Insurance Proceeds.

Fund	Type	Description	Adjustment
General VERF	Fund Balance	3 Fire Department VERF replacements were quoted as 2025	(57,273)
General VERF	Capital Vehicle	3 Fire Department VERF replacements were quoted as 2025	57,273
General Fund	Insurance Proceeds	Insurance Proceeds from PD accident	(30,130)
General Fund	Capital - Vehicle	Insurance Proceeds from PD accident	30,130

DETAILS

- Roll forward FY 2025 PO for Fire Department vehicle upfitting.
- Roll forward FY 2025 PO for Zap Stands and mounts in the Fire Department.
- Roll forward FY 2025 PO for Streets Crew vehicle.
- Roll forward FY 2025 PO for Police Canopy from Insurance Proceeds.
- Roll forward FY 2025 PO for Parks Vehicle from Insurance Proceeds.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	Fund Balance Offset	(220,946)
General Fund	Capital - Vehicle	Roll forward FY 2025 PO for Fire Department Vehicle upfitting	31,321
General Fund	Facility Maintenance	Roll forward FY 2025 PO for Zap Stands and Mounts	28,334
General Fund	Capital - Vehicle	Roll forward FY 2025 PO for Dodge 3500 Streets Crew vehicle	94,021
General Fund	Capital - Facilities	Roll forward FY 2025 Insurance Proceeds for Police Canopy	39,616
General Fund	Capital - Vehicle	Roll forward FY 2025 Insurance Proceeds for Stolen Vehicle	27,654

DETAILS

- Roll forward FY 2025 PO for Library Books in the Downtown Library.
- Roll forward FY 2025 PO for Fire Station 1 remodel.
- Roll forward FY 2025 PO for replacement laptops in the Water/Wastewater Fund.
- Roll forward Fy 2025 PO for a valve and hydrant truck in the Water Department.

Fund	Type	Description	Adjustment
Capital Acquisition Fun	Fund Balance	Fund Balance Offset	(1,073,029)
Capital Acquisition Fun	Capital - Library Books	Roll forward FY 2025 PO for Library Books in Downtown Library	933,601
Capital Acquisition Fun	Capital - Facilities	Roll forward FY 2025 PO for Fire Station 1 Remodel	139,428
Water/Wastewater Fu	Fund Balance	Fund Balance Offset	(114,544)
Water/Wastewater	Computer Hardware	Roll forward FY 2025 PO for replacement laptops	19,960
Water/Wastewater Fu	Capital - Vehicle	Roll forward FY 2025 PO for Dodge 3500	94,584

DETAILS

- Roll forward FY 2025 PO for two vehicles in the Stormwater Fund.
- Roll forward FY 2025 PO for two vehicles in the Utility VERF for the Water Department.
- Roll forward FY 2025 PO for equipment in the Utility VERF for the Wastewater Department.

Fund	Type	Description	Adjustment
Stormwater Fund	Fund Balance	Fund Balance Offset	(142,884)
Stormwater Fund	Capital - Vehicle	Roll forward FY 2025 PO for Dodge 1500 and 3500	142,884
Utility VERF	Fund Balance	Fund Balance Offset	(255,693)
Utility VERF	Capital - Vehicle	Roll forward FY 2025 PO for Two Dodge 3500s	189,048
Utility VERF	Capital - Vehicle	Roll forward FY 2025 PO for Pipehunter Jetter	66,645

QUESTIONS?

ORDINANCE NO. 2025-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2025-94, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2025-2026 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 2025-2026, heretofore previously adopted by Ordinance 2025-94; 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, 2026, heretofore previously adopted by Ordinance 2025-94 duly enacted by the City Council of the City of Celina on the 9th day of September, 2025, 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 11th day of November 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: November 11, 2025

Account #	Account Name	Description	Adjustment
113-31-3050	Fund Balance	Fund Balance Offset	(57,273)
113-110-000-6840	Capital Vehicle	3 Fire Department VERF replacements were quoted as 2025 but purchased as 2026 and upfitting	57,273
102-400-000-4707	Insurance Proceeds	Insurance Proceeds from PD accident	(30,130)
102-112-000-6840	Capital - Vehicle	Insurance Proceeds from PD accident	30,130
102-31-3050	Fund Balance	Fund Balance Offset	(220,946)
102-110-000-6840	Capital - Vehicle	Roll forward FY 2025 PO for Fire Department Vehicle upfitting	31,321
102-110-000-6405	Facility Maintenance	Roll forward FY 2025 PO for Zap Stands and Mounts	28,334
102-111-000-6840	Capital - Vehicle	Roll forward FY 2025 PO for Dodge 3500 Streets Crew vehicle	94,021
102-112-000-6810	Capital - Facilities	Roll forward FY 2025 Insurance Proceeds for Police Canopy	39,616
102-113-000-6840	Capital - Vehicle	Roll forward FY 2025 Insurance Proceeds for Stolen Vehicle	27,654
120-31-3050	Fund Balance	Fund Balance Offset	(1,073,029)
120-105-000-6881	Capital - Library Books	Roll forward FY 2025 PO for Library Books in Downtown Library	933,601
120-110-000-6810	Capital - Facilities	Roll forward FY 2025 PO for Fire Station 1 Remodel	139,428
202-31-3050	Fund Balance	Fund Balance Offset	(114,544)
202-117-000-6310	Computer Hardware	Roll forward FY 2025 PO for replacement laptops	19,960
202-117-000-6840	Capital - Vehicle	Roll forward FY 2025 PO for Dodge 3500	94,584
208-31-3050	Fund Balance	Fund Balance Offset	(142,884)
208-124-000-6840	Capital - Vehicle	Roll forward FY 2025 PO for Dodge 1500 and 3500	142,884
213-31-3050	Fund Balance	Fund Balance Offset	(255,693)
213-117-000-6840	Capital - Vehicle	Roll forward FY 2025 PO for Two Dodge 3500s	189,048
213-118-000-6840	Capital - Vehicle	Roll forward FY 2025 PO for Pipehunter Jetter	66,645

Life Connected.

GIS
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ogi Colakovic, GIS Director
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act upon a Resolution renaming a section of County Road 92 to East Sunset Boulevard. (Colakovic)

Background Information:
As Parks of Wilson Creek nears completion of road construction, it aligns with standard procedure for cities to rename county roads to correspond with the thoroughfare plans. This presents an opportunity to rename a section of County Road 92 to East Sunset Boulevard, consistent with the City's Master Thoroughfare Plan. Upon approval of the Resolution, Collin County will proceed to seek approval at Commissioner's Court, given that the road is not entirely maintained by the City of Celina.

Legal Review:
The City Attorney has been consulted.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends approval.

COUNTY ROAD RENAMING TO MAJOR THOROUGHFARE

Cities commonly rename County Roads to approved Major Thoroughfares for several professional & operational reasons:

1. Enhances Public Safety & 911 Response
    a. Eliminates confusion for police, fire, EMS, and dispatch
    b. Ensures consistent addressing as the City grows
    c. Supports NG911 and regional emergency communication standards
2. Modernize City Systems & Data
    a. Improves performance in GIS, CAD/911, USPS, navigation systems
    b. Supports long-term mobility planning and traffic routing
3. Improve Wayfinding & Navigation
    a. Named Thoroughfares are easier for residents, businesses, and visitors
    b. Reduces confusion for delivery services and digital mapping platforms

COUNTY ROAD RENAMING PROCEDURE

When the City Owns & Maintains the Road:

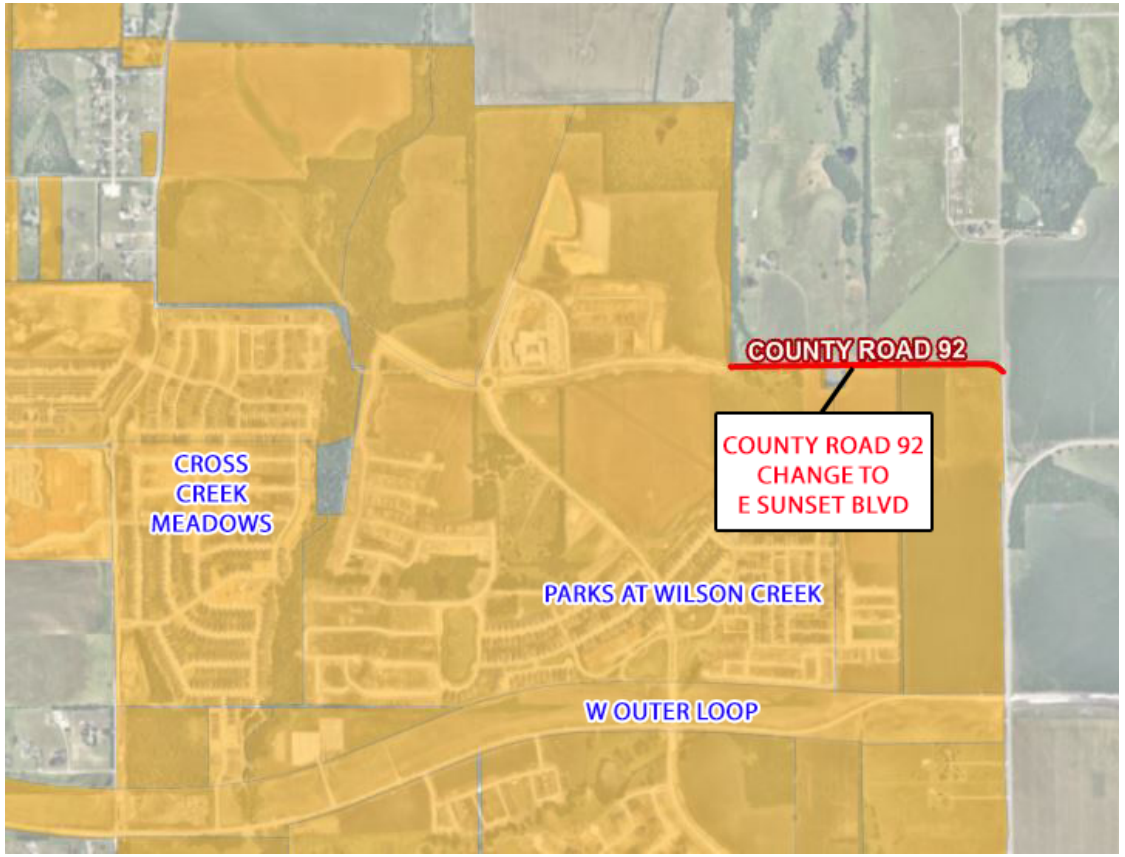
1. A resolution is brought to City Council for approval.
2. If 911 addresses are impacted, the City notifies all affected residents.
3. Residents are provided their new 911 address, and their previous address remains valid for up to **one year** for mail delivery.

When the Road Is Jointly Maintained by the City and County:

1. The City must first approve a renaming resolution.
2. The County Commissioner's Court must then approve the change.
3. Address notifications are coordinated:
    a. The City notifies residents inside city limits
    b. The County notifies residents in the ETJ
4. New 911 addresses are issued, and former addresses remain valid for **one year** in postal systems.

A SECTION OF COUNTY ROAD 92 RENAMING TO EAST SUNSET BOULEVARD

County Road 92, from the intersection with County Road 127 as its most Eastern point, to the most Western point of PROP ID: 2726237 shall become East Sunset Boulevard, as depicted in Exhibit on the right.



RESOLUTION NO. 2025___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RENAMING A SECTION OF COUNTY ROAD 92 TO EAST SUNSET BOULEVARD.

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1. The following street names shall be changed effective January 1st, pending corresponding County approval in December. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 92, from the intersection with County Road 127 as its most Eastern point, to the most Western point of PROP ID: 2726237 shall become East Sunset Boulevard, as depicted in Exhibit A.

SECTION 2. The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3. This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

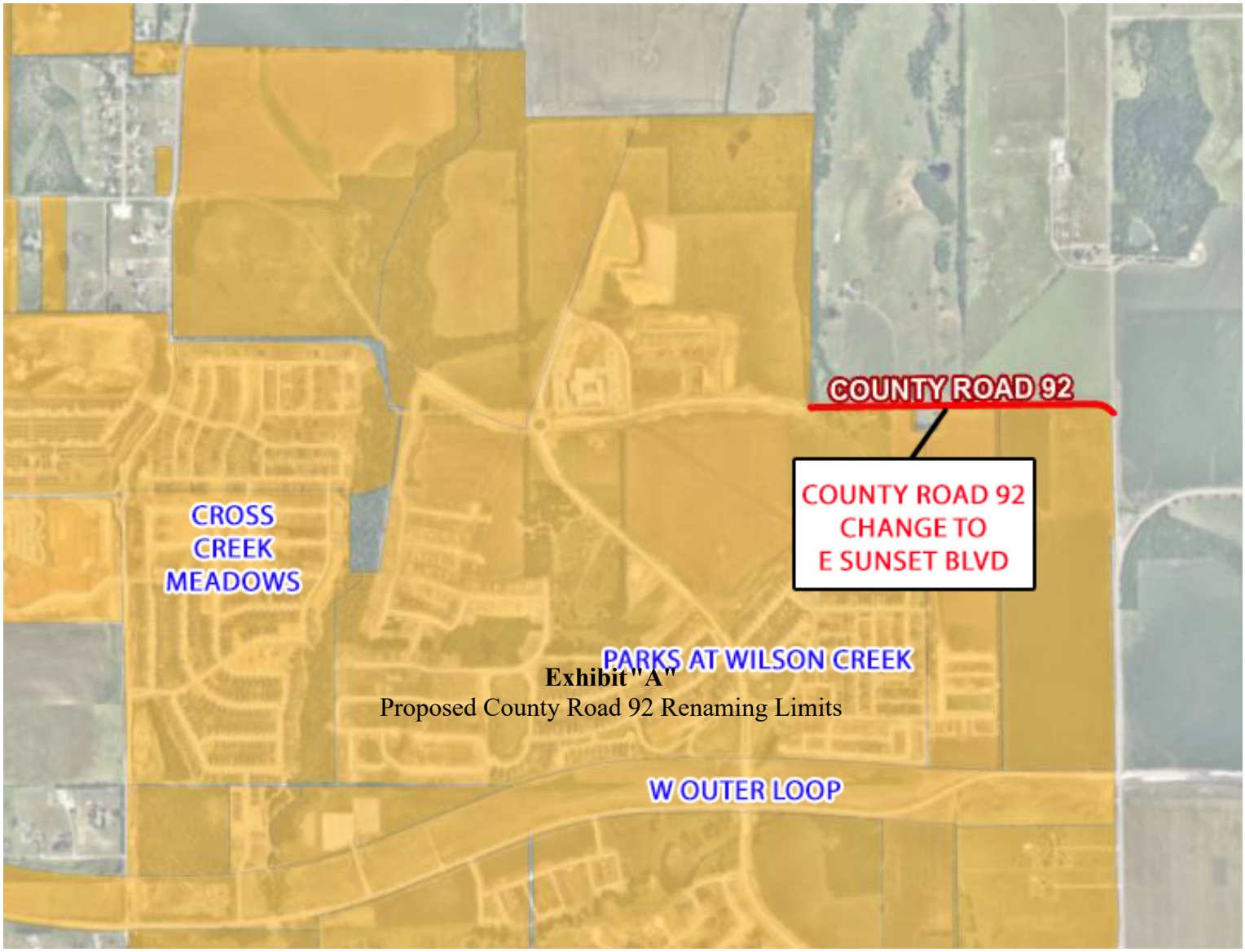


Exhibit "A"
Proposed County Road 92 Renaming Limits

Life Connected.

GIS
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ogi Colakovic, GIS Director
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act upon a Resolution renaming County Road 97 to North Coit Road. (Colakovic)

Background Information:
As Ramble and Rainwater Crossing Developments near completion of road construction, it aligns with standard procedure for cities to rename county roads to correspond with the thoroughfare plans. This presents an opportunity to rename County Road 97 to North Coit Road, consistent with the City's Master Thoroughfare Plan. Upon approval of the Resolution, Collin County will proceed to seek approval at Commissioner's Court, given that the road is not entirely maintained by the City of Celina.

Legal Review:
The City Attorney has been consulted.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends approval.

COUNTY ROAD RENAMING TO MAJOR THOROUGHFARE

Cities commonly rename County Roads to approved Major Thoroughfares for several professional & operational reasons:

1. Enhances Public Safety & 911 Response
    a. Eliminates confusion for police, fire, EMS, and dispatch
    b. Ensures consistent addressing as the City grows
    c. Supports NG911 and regional emergency communication standards
2. Modernize City Systems & Data
    a. Improves performance in GIS, CAD/911, USPS, navigation systems
    b. Supports long-term mobility planning and traffic routing
3. Improve Wayfinding & Navigation
    a. Named Thoroughfares are easier for residents, businesses, and visitors
    b. Reduces confusion for delivery services and digital mapping platforms

COUNTY ROAD RENAMING PROCEDURE

When the City Owns & Maintains the Road:

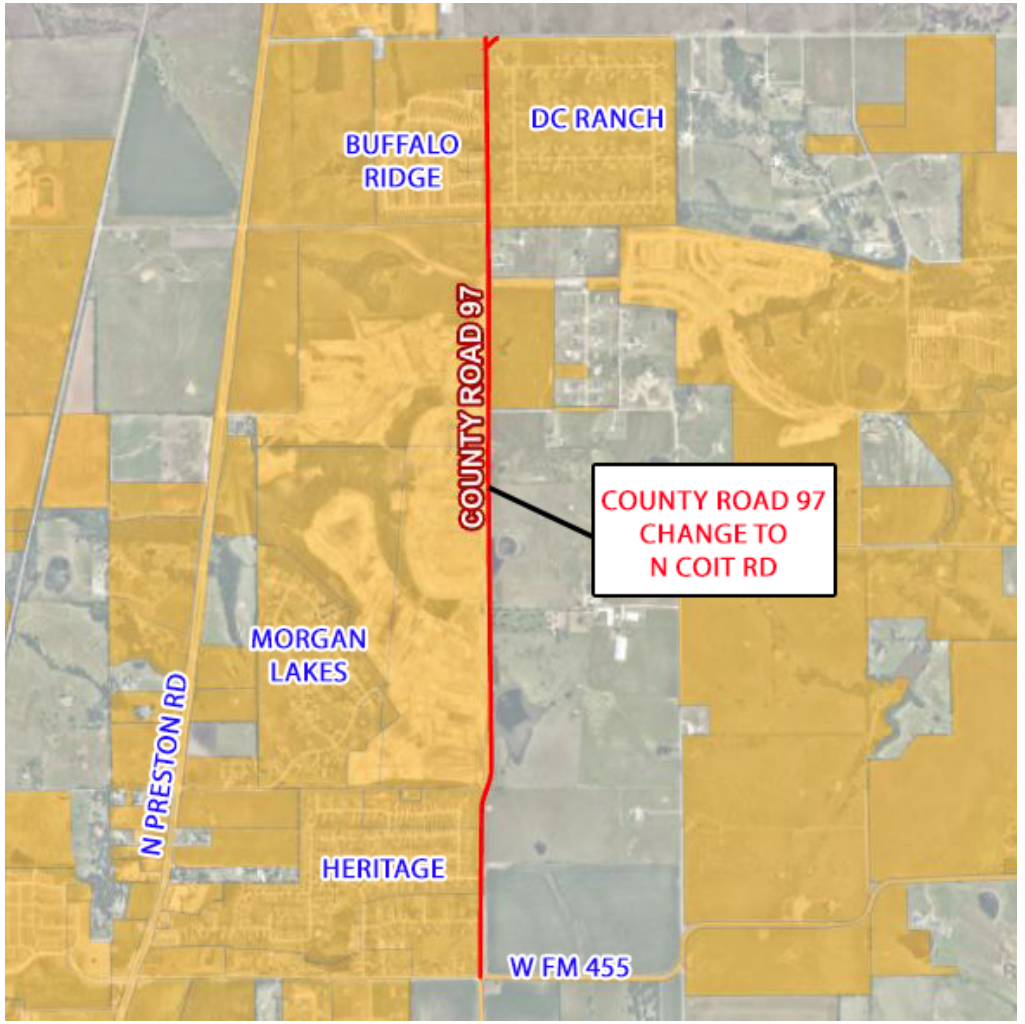
1. A resolution is brought to City Council for approval.
2. If 911 addresses are impacted, the City notifies all affected residents.
3. Residents are provided their new 911 address, and their previous address remains valid for up to **one year** for mail delivery.

When the Road Is Jointly Maintained by the City and County:

1. The City must first approve a renaming resolution.
2. The County Commissioner's Court must then approve the change.
3. Address notifications are coordinated:
    a. The City notifies residents inside city limits
    b. The County notifies residents in the ETJ
4. New 911 addresses are issued, and former addresses remain valid for **one year** in postal systems.

COUNTY ROAD 97 RENAMING TO NORTH COIT ROAD

County Road 97, from the intersection with Lynn Stambaugh Pkwy as its most Southern point, and the intersection with County Road 134 as its most Northern point shall become North Coit Road, as depicted in Exhibit on the right.



RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RENAMING COUNTY ROAD 97 TO NORTH COIT ROAD.

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed effective January 1st, pending corresponding County approval in December. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 97, from the intersection with Lynn Stambaugh Pkwy as its most Southern point, and the intersection with County Road 134 as its most Northern point shall become North Coit Road, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

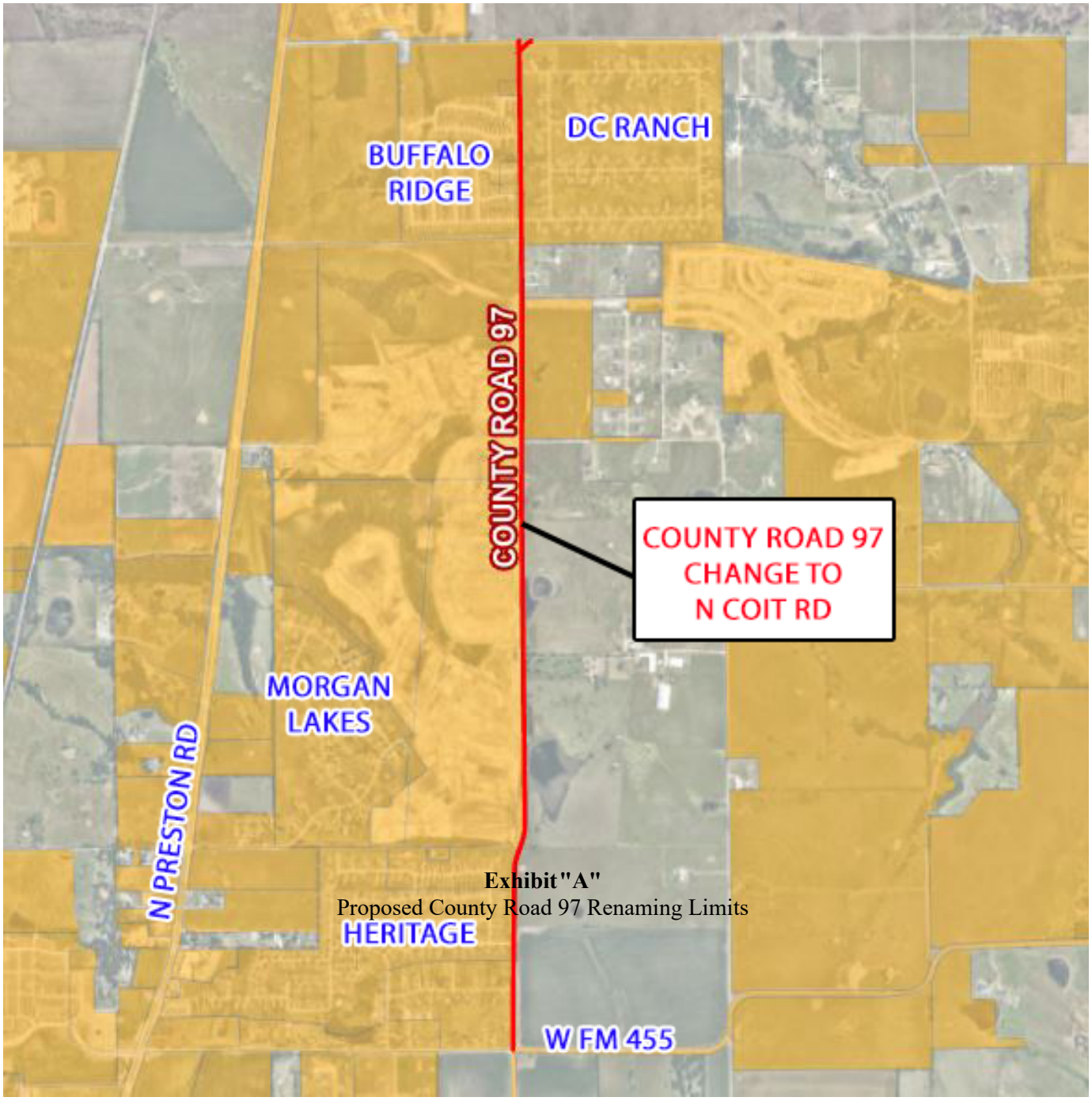


Exhibit "A"
Proposed County Road 97 Renaming Limits

Life Connected.

Police
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: November 11, 2025

Agenda Item:
Consider and act to purchase 16 portable radios for the Police Department from Motorola through a cooperative contract with State of Texas Department of Information Resources, Contract # DIR-CPO-5433 for an amount not to exceed $106,108.31. (Cullison)

Background Information:
The Police Department is requesting to purchase 16 portable radios for use by officers as follows:

Every police officer in the Department is issued a radio. This is the crucial line of communication with dispatch, which dispatches officers to all emergency calls. The radio system our dispatch is using currently requires Motorola radios. Motorola is the standard in the industry. Current lead time for delivery of new radios is six to eight months. Seven (7) of these radios are budgeted replacement radios for outdated radios (APX7000) that are no longer repairable. The APx7000 series radios are at the end of their service life. That means if they break they cannot be repaired. These radios were purchased prior to 2020. Several of these radios also lack required encryption hardware.

The other nine (9) radios are for new budgeted positions.

Decision packages for the purchase include:

- FY 2026 enhancement officers (4)
- FY-2026 SRO X2 (2)
- FY-2026 FORENSIC DETECTIVE X1 (1)
- FY-2026 JUVENILE DETECTIVE / VICTIMS ADVOCATE (1)
- FY-2026 COMMUNITY SERVICES SERGEANT_MIDYEAR (1)
- FY-2026 REPLACEMENT PATROL RADIOS (7)

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Quote

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 authorizing the purchase as presented.

Police Department Portable Radio Purchase

Chief John Cullison
10/14/2025

- The Police Department was allotted $42,000. To replace 7 radios.
  - We still have several outdated radios that have reached their Motorola end of service life. While the radios are still operational, if they break, they cannot be repaired. These radios have been in service for 8+ years.
  - The new radios will provide a 3 year warranty and allow our officers to utilize encrypted channels.

- The additional 9 radios are for budgeted positions. These radios will be the same radios that are replacing our old inventory.

QUESTIONS?

09/12/2025

CELINA, CITY OF
142 N OHIO
CELINA, TX 75009

RE: Motorola Quote for (16) APX6000 Radios

Dear Alex Jones,

Motorola Solutions is pleased to present CELINA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CELINA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kirstin Hallbauer at kirstinhallbauer@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kirstin Hallbauer

Motorola Solutions Manufacturer's Representative

Billing Address:
CELINA, CITY OF
142 N OHIO
CELINA, TX 75009
US

Shipping Address:
CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009
US

Quote Date:09/12/2025
Expiration Date:11/11/2025
Quote Created By:
Kirstin Hallbauer
kirstinhallbauer@callmc.com

End Customer:
CELINA, CITY OF
Alex Jones
ajones@celina-tx.gov
9726457983

Contract: 39000 - DIR-CPO-5433
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	16	$8,430.00	$6,203.58	$99,257.28
1a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	16			
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	16			
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	16			
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	16			
1e	QA00580AC	ADD: TDMA OPERATION	16			
1f	QA09008AA	ADD: GROUP SERVICES	16			
1g	QA03399AA	ADD: ENHANCED DATA APX	16			
1h	H38BT	ADD: SMARTZONE OPERATION	16			
1i	QA09113AB	ADD: BASELINE RELEASE SW	16			
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	16			
1k	Q629AK	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	16			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	9	$520.00	$416.00	$3,744.00
3	NNTN8863B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, US/NA/LACR	9	$199.56	$149.67	$1,347.03
	Product Services					
4	LSV00Q00202A	DEVICE PROGRAMMING	16	$110.00	$110.00	$1,760.00

Grand Total $106,108.31(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Life Connected.

Police
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Amber Adams, Management Assistant, Brent Brown, Assistant Police Chief
Date: November 11, 2025

Agenda Item:
Consider and act to purchase ammunition and firearms for the Police Department from GT Distributors, Inc. and Precision Delta Corporation through a cooperative contract with BuyBoard #698-23 for an amount not to exceed $180,000.00. (Cullison)

Background Information:
Staff requests authorization to purchase training and duty ammunition, as well as replacement or new duty weapons. Officers are required to attend annual weapons training each year. This training involves either yearly weapons qualifications, marksmanship improvement classes, or instructor development classes. Usually, with each class, the minimum amount of ammunition used per student is 1,000 rounds. The Police Department is still transitioning officers to red dots mounted on duty pistols and patrol rifles. The Department is also furthering its Less than Lethal Program. 40mm less than lethal launchers and pepperball launchers are the standard for the Department. With the push to make a less than lethal launcher available for every patrol officer, training and scenario-based deployment training must be utilized. This means the purchase of not only launchers but munitions is required. The Department TAC team trains monthly with firearms, less than lethal, and chemical munitions. This requires copious amounts of munitions in order to maintain the excellence expected by the community. The TAC team must train with the chemical munitions to gain proficiency with the launcher and prevent liability.

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. GT Vendor Summary
3. Precision Delta Vendor 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 approval.

Police Department Firearms & Ammunition Purchasing

John Cullison
10/14/2025

- The Police Department is currently allotted $144,000, for new hire weapons and Department Ammunition. The Department Tac Team will also be using funds from their line item to purchase weapons, and other munitions.

- Department firearms and ammunition/less than lethal munitions are purchased through either GT Distributors or Precision Delta. Both utilize BUYBOARD contract 698-23.

- Purchases will be made throughout the year based on the training needs of the Department.

QUESTIONS?

BuyBoard Vendor Contract Information Summary

Vendor	GT Distributors, Inc.
Contact	GREG NEBEKER
Phone	512-451-8298
Email	sales@gtdist.com
Vendor Website	www.gtdist.com
TIN	74-2339528
Address Line 1	1124 NEW MEISTER LN., STE. 100
Address Line 2	Suite 100
Vendor City	PFLUGERVILLE
Vendor Zip	78660
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

Vendor Contract Information Summary

Vendor	Precision Delta Corp
Contact	Ginger Stillions
Phone	662-756-2810
Email	ginger@precisiondelta.com
Vendor Website	www.precisiondeltale.com
TIN	64-0671844
Address Line 1	PO Box 128
Vendor City	Ruleville
Vendor Zip	38771
Vendor State	MS
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

Life Connected.

Police
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: November 11, 2025

Agenda Item:
Consider and act to purchase six (6) Axon Pro Core Bundles for the Police Department from Axon Enterprise Inc., through a cooperative contract with Buyboard, Contract #743-24, for an amount not to exceed $52,217.74. (Cullison)

Background Information:
The Police Department requests authorization to purchase six (6) Axon Pro Core Bundles, which include body camera, taser, cloud storage, and training supplies. The above-mentioned items are issued to every sworn member of the Department.

Decison Packages Included:

- FY 2026 4 enhancement officers (4)
- FY-2026 JUVENILE DETECTIVE / VICTIMS ADVOCATE (1)
- FY-2026 COMMUNITY SERVICES SERGEANT _MIDYEAR (1)

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. Axon Enterprises Purchase Summary

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

Staff Recommendation:
Staff recommends approval.

FY26 Police Department Capital Equipment Purchase

6 Axon Pro Core Bundles

Chief John Cullison
November 11, 2025

AGENDA OVERVIEW

- Authorize the purchase of six (6) Axon Pro Core Bundles for the Celina Police Department. The purchase will be made through Buyboard Contract 743-24, for $52,217.74.

- The purchase is a all upfront purchase rather than a spaced out purchase. This allows the Department to maintain current contract pricing and to start “fresh” at the conclusion of the initial City of Celina Contract with Axon.

- Funds will be committed at the issuance of a purchase order.

BUNDLE INCLUDES

- The bundle includes per bundle:
  - 1 bodycam
  - 3 bodycam mounts
  - Charging cable
  - Taser
  - Taser battery
  - Taser cartridges (live & training)
  - Taser Holster
  - Bodycam dock
  - Taser Battery dock

QUESTIONS?

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-750443-45918RS

Issued: 09/18/2025

Quote Expiration: 09/26/2025

Estimated Contract Start Date: 11/15/2025

Account Number: 327532

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Celina Police Dept. - TX 3025 S. Coit Rd Celina, TX 75009 USA	Celina Police Dept. - TX 3025 S. Coit Rd Celina TX 75009 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Alex Jones Phone: 972 6457983 Email: ajones@celina-tx.gov Fax: (972) 382-3879

Quote Summary

Program Length	22 Months
TOTAL COST	$52,217.74
ESTIMATED TOTAL W/ TAX	$52,217.74

Discount Summary

Average Savings Per Year	$18,363.52
TOTAL SAVINGS	$33,666.45

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$52,217.74	$0.00	$52,217.74
Total	**$52,217.74**	**$0.00**	**$52,217.74**

Quote Unbundled Price:	**$85,880.38**
Quote List Price:	**$52,217.74**
Quote Subtotal:	**$52,217.74**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	266	1		$52.55	$52.55	$13,978.30	$0.00	$13,978.30
BWCCore	Core BWC Bundle	6	22	$226.37	$121.99	$121.99	$16,102.68	$0.00	$16,102.68
C00018	BUNDLE - TASER 7 CERTIFICATION	6	22	$226.12	$75.48	$75.48	$9,963.36	$0.00	$9,963.36
A la Carte Hardware									
11509	AXON BODY - BELT CLIP - RAPIDLOCK	7			$34.00	$34.00	$238.00	$0.00	$238.00
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	14			$34.00	$34.00	$476.00	$0.00	$476.00
H00001	AB4 Camera Bundle	6			$899.00	$899.00	$5,394.00	$0.00	$5,394.00
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	6	22		$5.08	$5.08	$670.56	$0.00	$670.56
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	6	22		$10.17	$10.17	$1,342.44	$0.00	$1,342.44
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	6	22		$30.70	$30.70	$4,052.40	$0.00	$4,052.40
Total							**$52,217.74**	**$0.00**	**$52,217.74**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	10/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	7	1	10/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	7	1	10/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	6	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	6	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	30	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	30	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	12	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	12	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	6	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-	6	1	10/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		DEGREE) NS			
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/15/2025
A la Carte	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	14	1	10/15/2025
A la Carte	11509	AXON BODY - BELT CLIP - RAPIDLOCK	7	1	10/15/2025
Core BWC Bundle	101886	SIGNAL SENSOR	6	1	01/01/2026
Core BWC Bundle	101889	AXON SIGNAL - BATTERY - CR2032	6	1	01/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	12	1	10/15/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	12	1	10/15/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	12	1	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	12	1	09/14/2027
Core BWC Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	09/14/2027
Core BWC Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	09/14/2027
Core BWC Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	09/14/2027
Core BWC Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	09/14/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	6	11/15/2025	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2025	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	6	11/15/2025	09/14/2027
Core BWC Bundle	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	6	11/15/2025	09/14/2027
Core BWC Bundle	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	11/15/2025	09/14/2027
Core BWC Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	11/15/2025	09/14/2027
Core BWC Bundle	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	11/15/2025	09/14/2027
Core BWC Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	11/15/2025	09/14/2027
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	6	11/15/2025	09/14/2027
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	6	11/15/2025	09/14/2027
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	6	11/15/2025	09/14/2027

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	6
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	10/15/2026	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	6	10/15/2026	09/14/2027
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/15/2026	09/14/2027
Core BWC Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	6	10/15/2026	09/14/2027
Core BWC Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	10/15/2026	09/14/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3025 S. Coit Rd	Celina	TX	75009	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	6	$4,052.40	$0.00	$4,052.40
Year 1	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	14	$476.00	$0.00	$476.00
Year 1	11509	AXON BODY - BELT CLIP - RAPIDLOCK	7	$238.00	$0.00	$238.00
Year 1	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	266	$13,978.30	$0.00	$13,978.30
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	6	$670.56	$0.00	$670.56
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	6	$1,342.44	$0.00	$1,342.44
Year 1	BWCCore	Core BWC Bundle	6	$16,102.68	$0.00	$16,102.68
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	6	$9,963.36	$0.00	$9,963.36
Year 1	H00001	AB4 Camera Bundle	6	$5,394.00	$0.00	$5,394.00
Total				**$52,217.74**	**$0.00**	**$52,217.74**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/18/2025

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: November 11, 2025

Agenda Item:
Consider and act to purchase construction material aggregates for the Public Works Department from CJA Enterprise LLP, through an Interlocal Agreement with the City of Denton for an amount not to exceed $100,000.00. (Figueroa)

Background Information:
Staff is requesting the purchase of construction materials through an existing Interlocal Agreement with the City of Denton for roadway materials. This purchase will be made under the City of Denton's bid for construction materials, through Contract #7841. The City will acquire flex-base, sand, topsoil, and other construction aggregates listed in the bid from CJA Enterprises LLP, with the total cost not to exceed $100,000.00.

Details:

- **Vendor:** CJA Enterprises LLP
- **Contract:** City of Denton bid for construction materials, Contract #7841.
- **Materials:** Flex-base, sand, topsoil, and other construction aggregates.
- **Total Cost:** Not to exceed $100,000.00.
- **Purpose:** These materials will be used for projects by various departments within Public Works.

The materials are essential for the ongoing and upcoming projects in the Public Works Department.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation
2. Contract

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 the approval of this purchase from CJA Enterprises LLP, through the Interlocal Agreement with the City of Denton.

ILA City of Denton for Construction Material Aggregates Purchase

Andrew Figueroa
November 11, 2025

AGENDA OVERVIEW

- Authorize the purchase of construction material through an existing interlocal agreement with the City of Denton for roadway and utility aggregates.
    - Contract Number : 7841
    - Vendor: CJA Enterprises
- Total Cost: $100,000.00
- Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

CONTRACT PRICE SUMMARY

Attachment A

7841 - Supply of Construction Materials - CJA Pricing Log

CJA Enterprises

Line #	Description	QTY	UOM	Amendment #5 Price Increase 3.7.2025
1	**SECTION A- BULK UTILITY PRODUCTS SUPPLY OF SOIL, SAND, LIME**			
2	Top Soil Screened	7525	Cu. Yd	
2a	Top Soil Screened (Per Ton UOM Price)	9406.25	tons	**$26.50**
3	Field Sand - Backfill	1500	Cu. Yd	
3a	Field Sand - Backfill (Per Ton UOM Price)	1875	tons	**$13.85**
4	Screened Sand	16000	Cu. Yd	
4a	Screened Sand (Per Ton UOM Price)	20000	tons	**$13.85**
5	Pit Sand (Concrete)	1000	Tons	**$32.15**
6	Manufactured Sand for Concrete Mixture	2800	Tons	**$25.75**
7	Concrete Aggregate Class A, 1" - #4 Rock (Rewashed & Screened)	1000	Tons	**$33.25**
8	Concrete Aggregate 3/8" Down Rock	500	Tons	**$33.25**
9	1-3/4" + Down Flexible Base	1250	Tons	**$26.25**
10	1-1/2" + Down Flexible Base	5500	Tons	**$26.25**
11	5/8" + Down Flexible Base	5500	Tons	**$26.75**
12	Type A, Grade 1 Flexible Base	3000	Tons	**$26.25**
13	Crushed Stone #6-20 (for ice and snow control of city streets)	1500	Tons	**$25.75**
14	Limestone Screening	400	Tons	**$19.25**
15	1 1/2" Rock, Limestone (Washed & Screened)	200	Tons	**$33.25**
16	4" - 7 1/2" Gabion Limestone	100	Tons	**$38.00**
17	3/4" Rock, Limestone Utility Stone (Not Washed)	520	Tons	**$33.25**
18	8-12" Rip Rap Limestone	420	Tons	**$55.50**
19	12-18" Rip Rap Limestone	400	Tons	**$55.50**
20	24" Rip Rap Limestone	100	Tons	**$60.50**
21	30" Rip Rap Limestone	100	Tons	**$66.50**
22	36" Rip Rap Limestone	100	Tons	**not avail**
23	Pea Gravel (Unwashed)	100	Tons	**$27.75**
24	Pea Gravel (Washed)	1300	Tons	**$27.75**
25	Select Fill	15250	Cu. Yd.	**$18.00**
26	R.A.P. (Asphalt Millings)	5000	Cu. Yd.	
26a	R.A.P. (Asphalt Millings) (Per Ton UOM Price)	6250	tons	**$24.25**
27	Decomposed Granite	300	Tons	**$37.00**
28	4-8" Colorado River Rock	80	Tons	**$200.00**
28a	There will be a fuel surcharge per load if no load available going north to pick up the rock		Per Load	**$400.00**
29	3-5" Bull Rock	25	Tons	**$135.00**
	NEW LINE ITEMS			
30	ice sand special blend (priced for streets)		Tons	**$30.00**
31	1/2 belt run (priced for warehouse)		Tons	**$30.25**

QUESTIONS?

Docusign Envelope ID: ACAFC72F-26E8-47FB-A74F-2BAA39F1C10F

DocuSign Transmittal Coversheet

File Name	7841 - Construction Materials Price Increase - CJA
Purchasing Contact	Cori Power

Docusign Envelope ID: ACAFC72F-26E8-47FB-A74F-2BAA39F1C10F

CITY OF DENTON

Procurement
901 B Texas St., Denton, TX 76209 • (940) 349-7100

March 4, 2025

Mrs. Carla Peacock
CJA Enterprises LLP
362 Crossroads Rd
Collinsville, TX 76233
astrideapp@msn.com

Re: Letter Agreement to Amend (this "Amendment") File 7841 – Supply of Construction Material between the City of Denton ("COD") and CJA Enterprises LLP, dated January 25, 2022 (the "Contract")

Dear Mrs. Peacock,

Thank you for being such a valued partner. By signing this Amendment below, COD and CJA Enterprises LLP agree that the Contract is hereby deemed amended to the updated Schedule of Charges, as shown in Attachment A.

Except as amended by this Amendment, the Contract is not otherwise amended and all other terms and conditions of the Contract remain in full force and effect, as amended hereby. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as the delivery of original signatures.

The City of Denton reserves the right to re-evaluate pricing as the market conditions change and can ask your firm to provide updated proposed pricing, including, but not limited to, a decrease in pricing, as a result of any such change.

We look forward to future business with your firm.

Regards,

DocuSigned by:
Cori Power
5F0FE1663F7B4F5...
Cori Power, Purchasing Supervisor
Procurement, City of Denton

DocuSigned by:
1D3FA62DD6E8418...
Carla Peacock, Partner/Owner
CJA Enterprises LLP

Docusign Envelope ID: ACAFC72F-26E8-47FB-A74F-2BAA39F1C10F

7841 - Supply of Construction Materials - CJA Pricing Log

CJA Enterprises

Line #	Description	QTY	UOM	Amendment #5 Price Increase 3.7.2025
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	NEW LINE ITEMS			
30	ice sand special blend (priced for streets)		Tons	**$30.00**
31	1/2 belt run (priced for warehouse)		Tons	**$30.25**

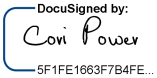
Certificate Of Completion

Envelope Id: ACAFC72F-26E8-47FB-A74F-2BAA39F1C10F
Status: Completed
Subject: ***Purchasing Approval***7841 - Construction Materials Price Increase - CJA
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
3/7/2025 9:30:23 AM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 3/7/2025 9:46:32 AM Viewed: 3/7/2025 9:46:39 AM Signed: 3/7/2025 9:46:47 AM
Carla Peacock astrideapp@msn.com partner/owner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/30/2017 11:48:59 AM ID: e044db71-9894-4519-8dcb-d1247604fedb	DocuSigned by: 1D3FA62DD6E8418... Signature Adoption: Drawn on Device Using IP Address: 67.210.148.7	Sent: 3/7/2025 9:46:49 AM Viewed: 3/9/2025 12:59:33 PM Signed: 3/9/2025 1:00:18 PM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  5F1FE1663F7B4FE... Signature Adoption: Pre-selected Style Using IP Address: 97.134.220.110 Signed using mobile	Sent: 3/9/2025 1:00:20 PM Viewed: 3/10/2025 8:11:31 AM Signed: 3/10/2025 8:11:37 AM

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

Carbon Copy Events	Status	Timestamp
Daniel Kremer Daniel.Kremer@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2025 5:04:47 PM ID: 8530c422-0c09-4a10-bf33-a57ae88a168c	COPIED	Sent: 3/10/2025 8:11:38 AM Viewed: 3/10/2025 9:36:06 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/10/2025 8:11:39 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2025 9:46:32 AM
Certified Delivered	Security Checked	3/10/2025 8:11:31 AM
Signing Complete	Security Checked	3/10/2025 8:11:37 AM
Completed	Security Checked	3/10/2025 8:11:39 AM

Payment Events	Status	Timestamps

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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 as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

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: November 11, 2025

Agenda Item:
Consider and act to authorize a work authorization in Fiscal Year 2026 for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $75,000.00. (Glasgow)

Background Information:
Freese and Nichols provides professional review services for on-call drainage review of hydraulic systems and hydrologic studies submitted by private development. These studies use modeling data generated with specialized software, such as the U.S. Army Corps of Engineers' HEC-RAS. The studies, often referred to as flood studies, are required by the City's engineering design standards to ensure compliance with the City's Floodplain Ordinance and to prevent developments from creating adverse impacts downstream.

These professional services fees are reimbursed to the City by the developer that submits the flood study for review. Fees are collected before any development permit is issued.

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

Legal Review:
Contract has been previously reviewed and approved

Supporting Documents:
1. Staff Presentation
2. Work Authorization

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.

PROFESSIONAL SERVICES ON-CALL HYDRAULIC AND HYDROLOGIC REVIEW

November 11th, 2025

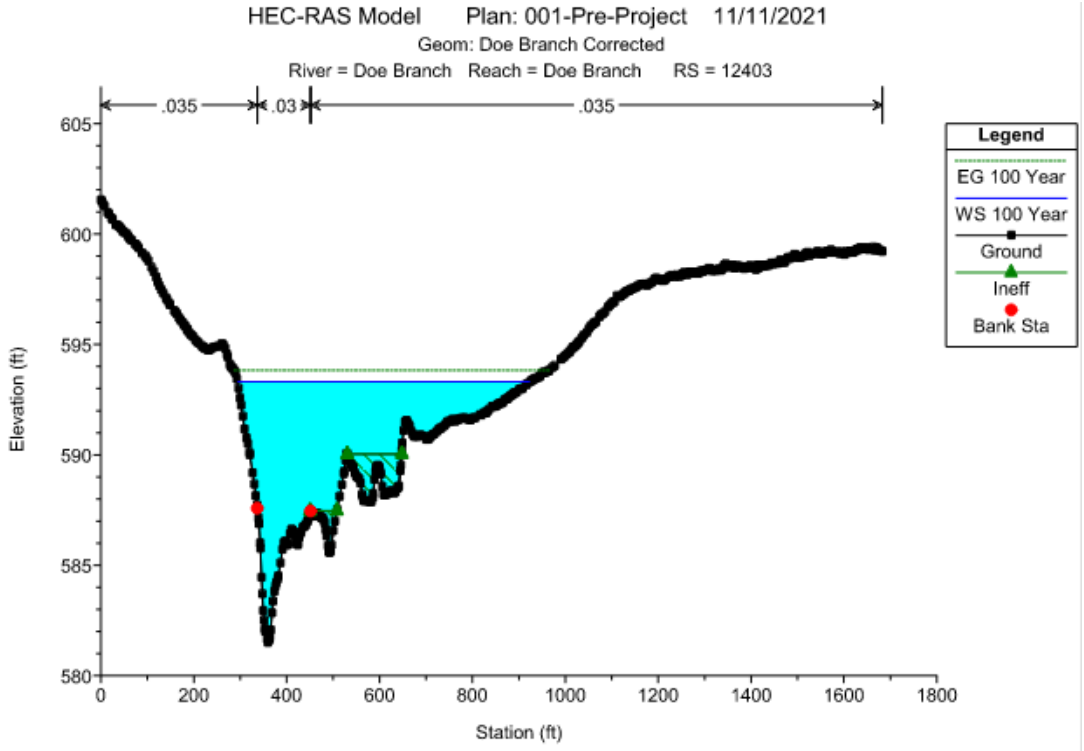
Andy Glasgow, P.E., PMP, CFM, ENV SP
Director of Engineering

BACKGROUND

- Freese & Nichols, Inc (FNI) has an executed Master Services Agreement to provide drainage reviews.
- Developments are required to submit Hydraulic and Hydrologic (H&H) studies that meet the requirements of the City's design standards.
- Fiscal year 2026 on-call task order of $75,000.00 requested from FNI to review H&H studies. Each development reimburses the City for the professional review fees.

H&H STUDIES

- Completed using HEC-HMS and HEC-RAS



RIVER: Doe Branch
REACH: Doe Branch RS: 12403

INPUT
Description:
Station Elevation Data num= 492

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17.63	600.9	22.91	600.71	25.03	600.65	32.11	600.41	35.62	600.39
39.85	600.32	44.15	600.22	48.08	600.1	49.66	600.07	55.72	599.99
59.09	599.87	62.72	599.76	66.57	599.7	73.71	599.53	76.88	599.48
81.13	599.36	88.18	599.13	94.87	599.01	98.04	598.92	102.15	598.78
108.62	598.49	113.91	598.29	119.2	598.04	122.38	597.83	125.55	597.65
130.64	597.46	134.49	597.29	140.07	597.11	142.3	597.01	146.71	596.87
148.72	596.79	157.37	596.52	160.52	596.46	163.72	596.37	168.38	596.19
171.69	596.09	175.96	595.98	179.39	595.86	181.39	595.81	185.15	595.69
186.08	595.65	186.92	595.62	191.27	595.49	194.33	595.42	198.26	595.35
202.98	595.21	206.91	595.11	210.5	595.05	216.96	594.92	220.27	594.88
223.42	594.81	229.71	594.74	233.64	594.74	236.37	594.79	240.24	594.84
246.07	594.88	252.54	594.9	259.93	595	261.66	595	264.3	594.96
267.45	594.82	271.38	594.55	272.95	594.42	277.67	594.09	278.97	594.02
282.15	593.91	285.32	593.89	288.68	593.76	289.74	593.69	292.97	593.42
296.54	593	299.68	592.56	302.2	592.24	305.62	591.74	309.41	591.16
313.53	590.76	316.35	590.5	319.79	590.1	320.49	589.99	326.62	589.17
330.01	588.67	333.1	588.14	336.15	587.72	337.01	587.58	339.28	587.14
340.33	586.87	342.79	586	343.4	585.76	346.09	584.44	347.75	583.69
349.58	582.93	351.05	582.51	352.84	582.12	353.53	582	357.66	581.65
359.88	581.49	362.97	581.62	364	581.76	365.36	582.06	368.4	582.84
370.18	583.37	373.35	583.81	375.83	584.05	377.87	584.2	380.48	584.36
381.61	584.51	386.66	585.1	390.91	585.7	393.87	586.01	396.96	586.07
397.75	586.05	400.05	585.93	401.08	585.91	404.17	585.96	407.32	586.41
410.35	586.6	411.42	586.61	414.47	586.52	417.56	586.34	420.65	586
423.73	585.91	424.77	585.97	427.05	586.26	429.53	586.43	431.18	586.5
434.68	586.7	438.16	586.75	441.09	586.81	443.57	586.95	445.1	587
447.39	587.13	450.18	587.38	451.37	587.45	454.38	587.4	457.39	587.22

QUESTIONS?

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:	On-Call Professional Drainage Engineering Services		
Engineer Project #:		**Work Authorization Date:**	10/10/2025
Engineer:	Freese and Nichols, Inc..		
Purchase Order#:		**Project #:**	102-115-000-6212
Engineer Representative	David Rivera	**Owner Representative:**	Andy Glasgow

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**
	Scott Hubley Digitally signed by Scott Hubley DN: C=US, E=skh@freese.com, O=ARC JV, OU="Freese and Nichols, Inc.", CN=Scott Hubley Date: 2025.10.20 07:43:47-05'00'
Signature	Signature
	Scott Hubley, Vice-President
Printed Name & Title	Printed Name & Title
	10/20/25
Date	Date

EXHIBIT A
SCOPE OF SERVICES

Specific Scope of Work for On-Call Professional Drainage Engineering Services

Consultant shall provide on-call professional drainage engineering services as described below:

A. Drainage Reviews

CONSULTANT shall review drainage studies, flood studies, hydrology and hydraulic studies, detention studies, FEMA related submittals, etc., on an "as-needed" basis. This review service shall be performed to determine the adequacy of studies related to CITY Stormwater Criteria, FEMA requirements, and other applicable state and/or federal requirements. CITY shall provide CONSULTANT with copies of all pertinent documents. CONSULTANT shall review such documents and make appropriate recommendations regarding the acceptance or rejection of such documents. All reviews shall include up to one (1) meeting to discuss comments. Review comments will be provided no later than ten (10) business days after receiving all pertinent documents.

B. General On-Call Services

At the request of the CITY, CONSULTANT will assist the CITY with miscellaneous on-call stormwater planning and engineering services that are not included in the specific scope items detailed in this scope of services. Prior to the commencement of any work, the scope and fee for each request for general on-call support will be negotiated and agreed upon based on the compensation structure shown in Attachment CO and documented as a Task Order.

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Seventy Five Thousand Dollars ($75,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	103	197
Professional 2	135	215
Professional 3	153	323
Professional 4	175	351
Professional 5	254	380
Professional 6	258	470
Construction Manager 1	132	182
Construction Manager 2	135	222
Construction Manager 3	168	222
Construction Manager 4	193	287
Construction Manager 5	229	333
Construction Manager 6	301	395
Construction Representative 1	92	107
Construction Representative 2	107	135
Construction Representative 3	143	211
Construction Representative 4	143	211
CAD Technician/Designer 1	99	139
CAD Technician/Designer 2	117	222
CAD Technician/Designer 3	150	279
Corporate Project Support 1	85	179
Corporate Project Support 2	96	258
Corporate Project Support 3	117	369
Intern / Coop	67	110

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

360022024TECH

EXHIBIT C
TIMELINE

PROJECT SCHEDULE:

FNI to perform services as authorized by City's request. Contract will be for a period of twelve (12) months.

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: November 11, 2025

Agenda Item:
Consider and act upon a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of County Road 53 across the BNSF right-of-way. (Glasgow)

Background Information:
In 2021, City staff initiated a discussion with BNSF to discuss the criteria for the rehabilitation of the railroad crossings at County Road (CR) 53. In March 2022, the City of Celina and BNSF reached a concurrence on the design of the crossings. There would be two (2) 32-foot panels to accommodate the widening of the road. The required crossing improvements will be completed by BNSF. BNSF will work with City staff to coordinate these improvements with the reconstruction of the adjacent roadway. CR 53 is projected for letting in FY 2028 as a City reconstruction project to improve the road to a reinforced concrete surface. BNSF will install the new concrete panels at the crossing to tie in asphalt between the panels and align with the existing asphalt or new concrete roadway. This Crossing Surface Installation Agreement will authorize the City to pay for 80% of the actual cost of the improvements, and BNSF will complete the construction with its crews. The estimated total cost is $229,962.00, with the City's portion being approximately $183,968.00.

This railroad crossing improvement is part of the reconstruction of CR 53 from Doe Creek to Railroad, which is identified in the five-year Capital Improvement Project. This agreement will start the process. Final payment for this project will occur when BNSF sends the City of Celina a project invoice. This process typically takes two to three years to complete.

Legal Review:
The City Attorney has reviewed the proposed Resolution for compliance with state law.

Supporting Documents:

1. Staff Presentation
2. Resolution
3. Location Map
4. BNSF_ Crossing Agreement 20431194

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

COUNTY ROAD 53 RAILROAD GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

November 11, 2025

LOCATION MAP

CR 53

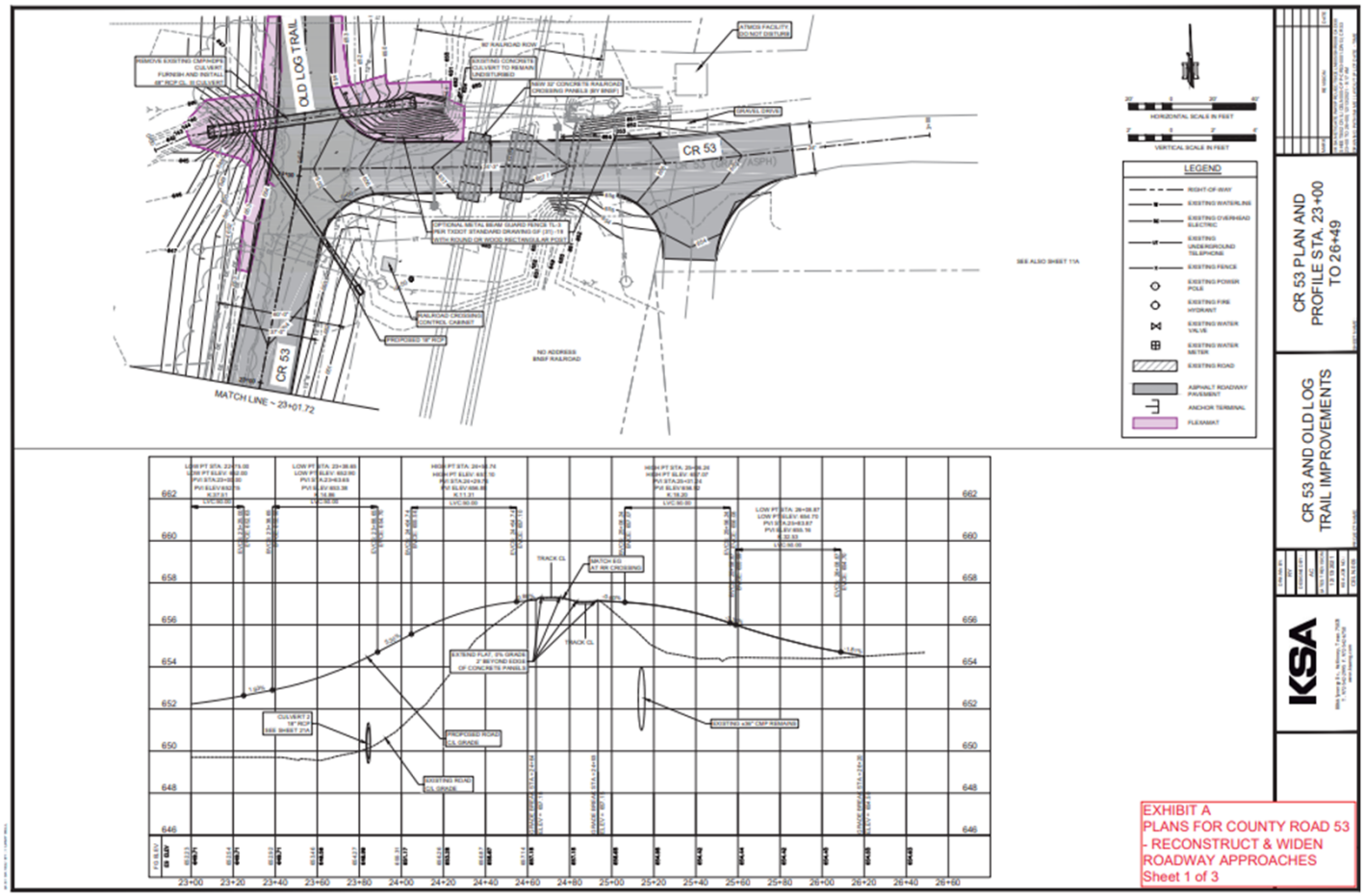
FACTS

A. Project Description: Agreement with BNSF for construction of two (2)- 32' wide adequate for the vehicular driving lanes of CR 53

B. Action requested: Approval of agreement with BNSF for the city to fund the improvements

C. Total cost: $ 183,968

PLAN


OLD LOG TRAIL
CR 53
MATCH LINE ~ 23+01.72
LEGEND
CR 53 PLAN AND PROFILE STA. 23+00 TO 26+49
CR 53 AND OLD LOG TRAIL IMPROVEMENTS
KSA
EXHIBIT A
PLANS FOR COUNTY ROAD 53
- RECONSTRUCT & WIDEN
ROADWAY APPROACHES
Sheet 1 of 3

QUESTIONS?

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A CROSSING SURFACE INSTALLATION AGREEMENT BETWEEN THE CITY OF CELINA AND BNSF RAILWAY COMPANY, AND ANY RELATED DOCUMENTS, ASSOCIATED WITH THE RECONSTRUCTION OF COUNTY ROAD 53 IN THE CITY OF CELINA; AND PROVIDING 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 that it would be advantageous and beneficial to the City and BNSF Railway Company ("BNSF") to enter into an agreement for improvements; and

WHEREAS, the City and BNSF agree that 80% of BNSF's costs shall be reimbursed at an amount of one hundred eighty-seven thousand, seven hundred ninety-eight dollars and 00/100 cents ($187,798.00);

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 has determined that it is in the best interests of the City to authorize the City Manager to enter into and execute a Crossing Surface Installation Agreement for the widening and replacement of an existing crossing surface located at County Road 53.

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

Section 1. **Findings.** The facts and recitations contained are hereby deemed to be true and correct.

Section 2. **Authorization**. The City Manager is hereby authorized to execute the Surface Crossing Installation Agreement between the City of Celina and BNSF Railroad Company for the widening and resurfacing of the Railroad right-of-way for the reconstruction of certain road improvements located at County Road 53, attached hereto as Exhibit "A" and incorporated as if set forth fully herein, and all related documents associated therewith, on behalf of the City.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon the date of passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

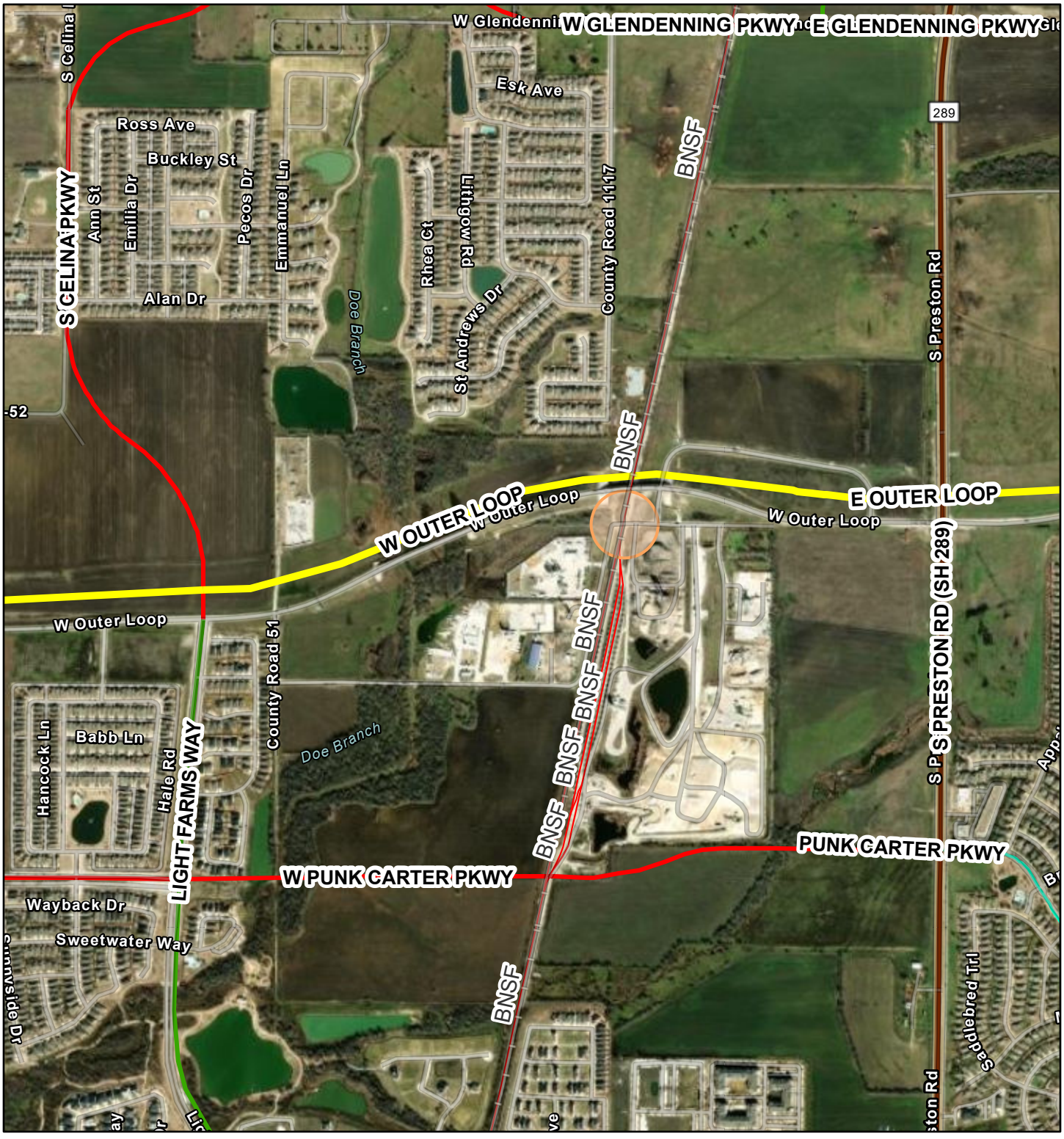
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

Crossing Surface Installation Agreement

ArcGIS Web Map



8/27/2025, 10:10:10 AM

1:16,554

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

- Railroad

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Outer Loop 500' ROW

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 4.8m Resolution Metadata

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar

Contract Number: BF-20431194

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20431194
Mile Post 675.710
Line Segment 1046
U.S. DOT Number 672114S
Madill Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is executed to be effective as of as of the day and year last written below **("Effective Date")**, by and between City of Celina, Texas (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to reconstruct and widen the roadway approaches, requiring the replacement of the existing concrete crossing surface at County Road 53 with new concrete crossing surfaces;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) **BNSF Work.** BNSF will install a new concrete crossing surfaces for a width of 2 – 32 feet on the two tracks for the roadway crossing. The new crossing surfaces will adequately cover all vehicular driving lanes at County Road 53. BNSF will perform all necessary track upgrades to accommodate the new crossing surface. The BNSF contact person to coordinate and schedule the work is Roadmaster Ryan Richard at email: Ryan.Richard@bnsf.com and mobile # 254-231-7315.

2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

   A. Design and construction of County Road 53;

B. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

C. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

D. Installation of advance warning signs in accordance with the MUTCD;

E. Provide suitable drainage, both temporary and permanent;

F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;

G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

3) Payment; Invoicing. Upon BNSF's receipt of the materials and supplies necessary for the installation of the new crossing surface, BNSF will send AGENCY an invoice detailing the total amount owed by AGENCY for the new crossing surface.

AGENCY agrees to pay BNSF 80% of the ACTUAL COST for the new crossing surfaces. AGENCY shall pay the final invoice within 30 days of receipt. AGENCY's ESTIMATED total cost for the new crossing surface is shown on the Exhibit B.

4) Maintenance of the Crossing Surface. After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5) Vehicular Traffic during Installation. AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the County Road 53 crossing during installation of the new crossing surfaces.

6) Drainage. The AGENCY agrees to allow BNSF to drain water from the County Road 53 crossing area into existing AGENCY storm sewers, if such storm sewers are

available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7) **Roadway Surfacing Work.** AGENCY agrees to provide, at its own cost and expense, enough asphalt to cover the distance between the roadway surface at County Road 53 and the new crossing surface on both sides of the track as well as the area between the tracks.

8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-l, attached hereto and by reference made a part hereof.

   No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

Contract Number: BF-20431194

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

AGENCY:

CITY OF CELINA, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

All invoices for the project will be sent to:
City of Celina
Attn: Kimberly Brawner
Director of Engineering
142 N. Ohio Street
Celina, Texas 75009
Phone: 972-382-2682
Email: KBrawner@celina-tx.gov

Contract Number: BF-20431194

BNSF:

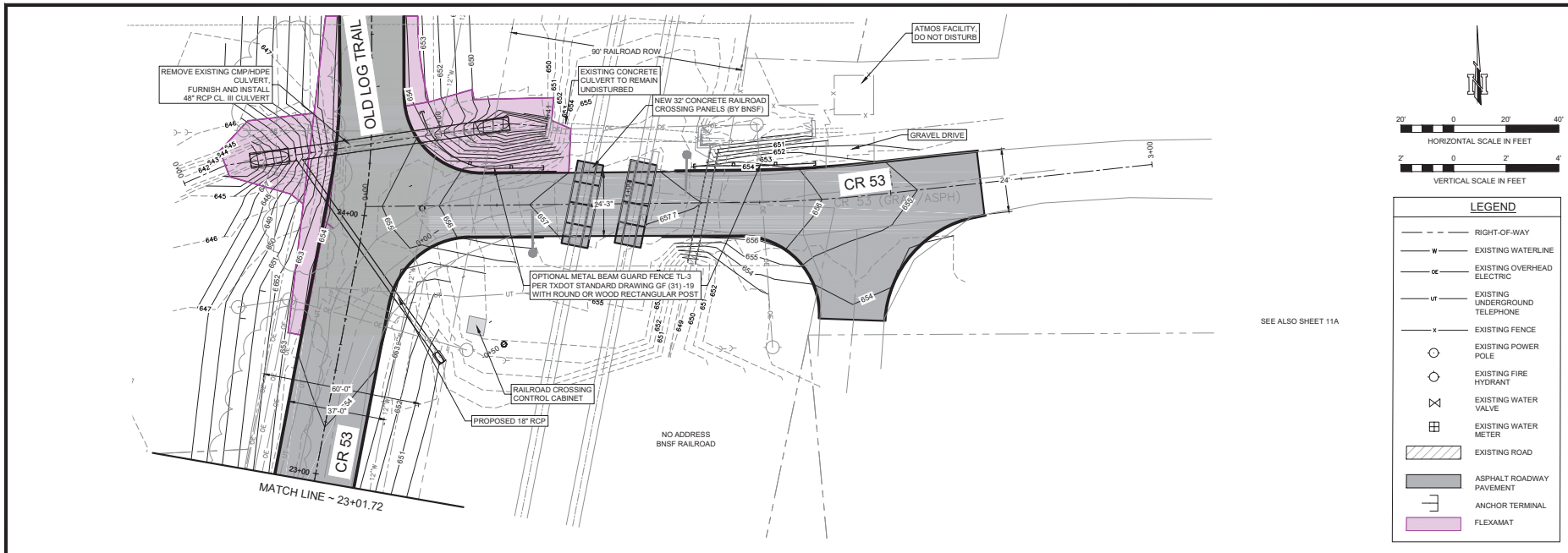
BNSF RAILWAY COMPANY

By: _____

Printed Name: Cheryl Townlian

Title: Assistant Director Public Projects

Date: _____



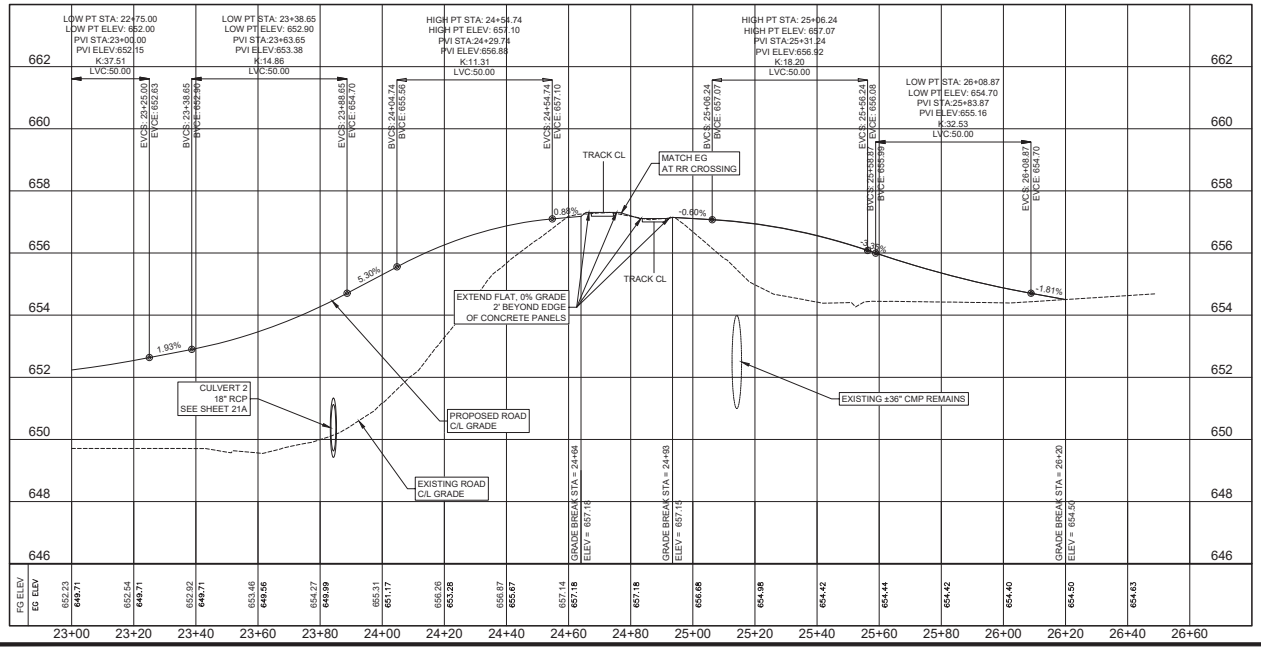


EXHIBIT A
PLANS FOR COUNTY ROAD 53
- RECONSTRUCT & WIDEN
ROADWAY APPROACHES
Sheet 1 of 3

CR 53 PLAN AND PROFILE STA. 23+00 TO 26+49

CR 53 AND OLD LOG TRAIL IMPROVEMENTS

KSA

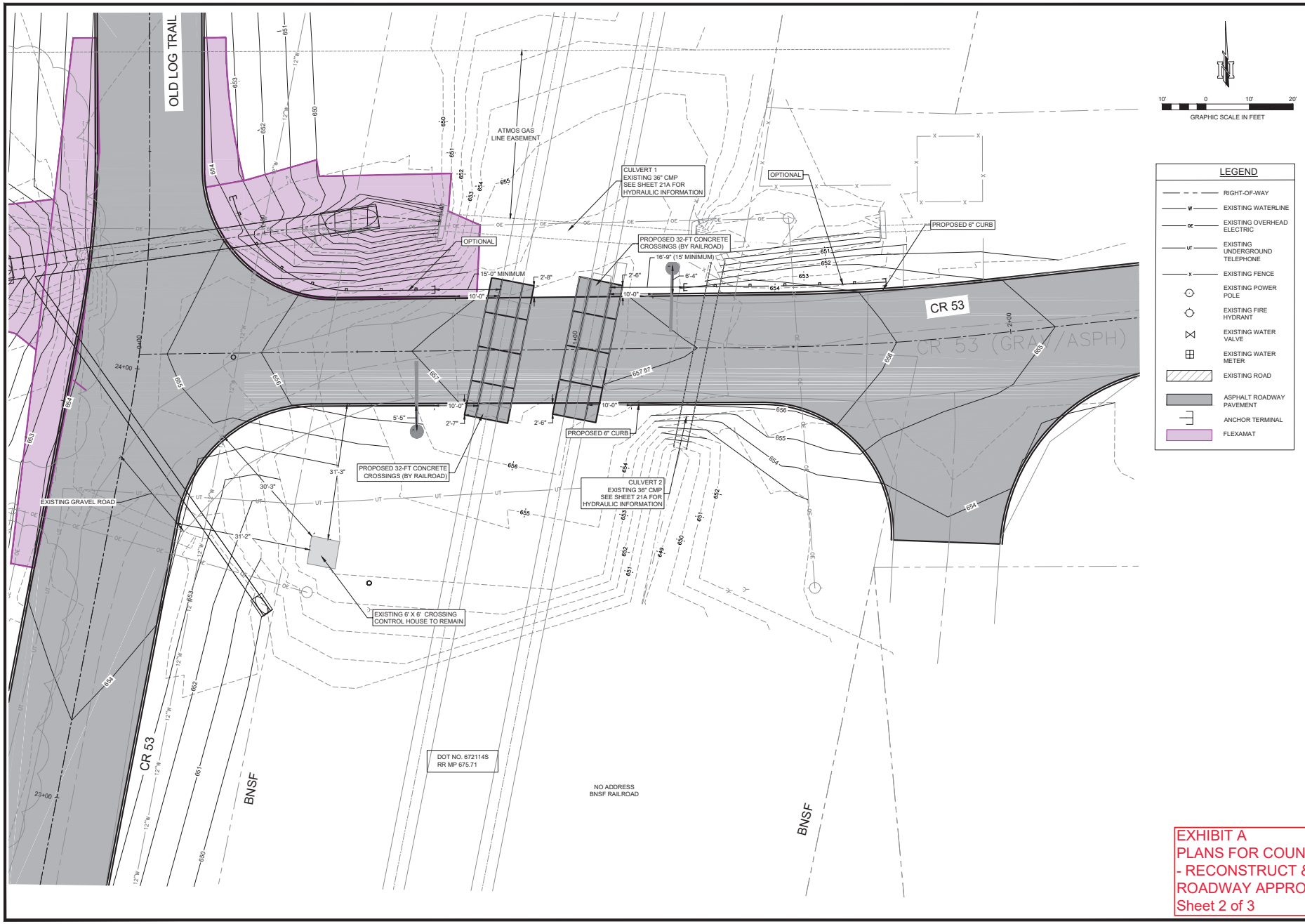


EXHIBIT A
PLANS FOR COUNTY ROAD 53
- RECONSTRUCT & WIDEN
ROADWAY APPROACHES
Sheet 2 of 3

AT GRADE BNSF
CROSSING DOT # 672114S
RR MP 675.71 GEOMETRY

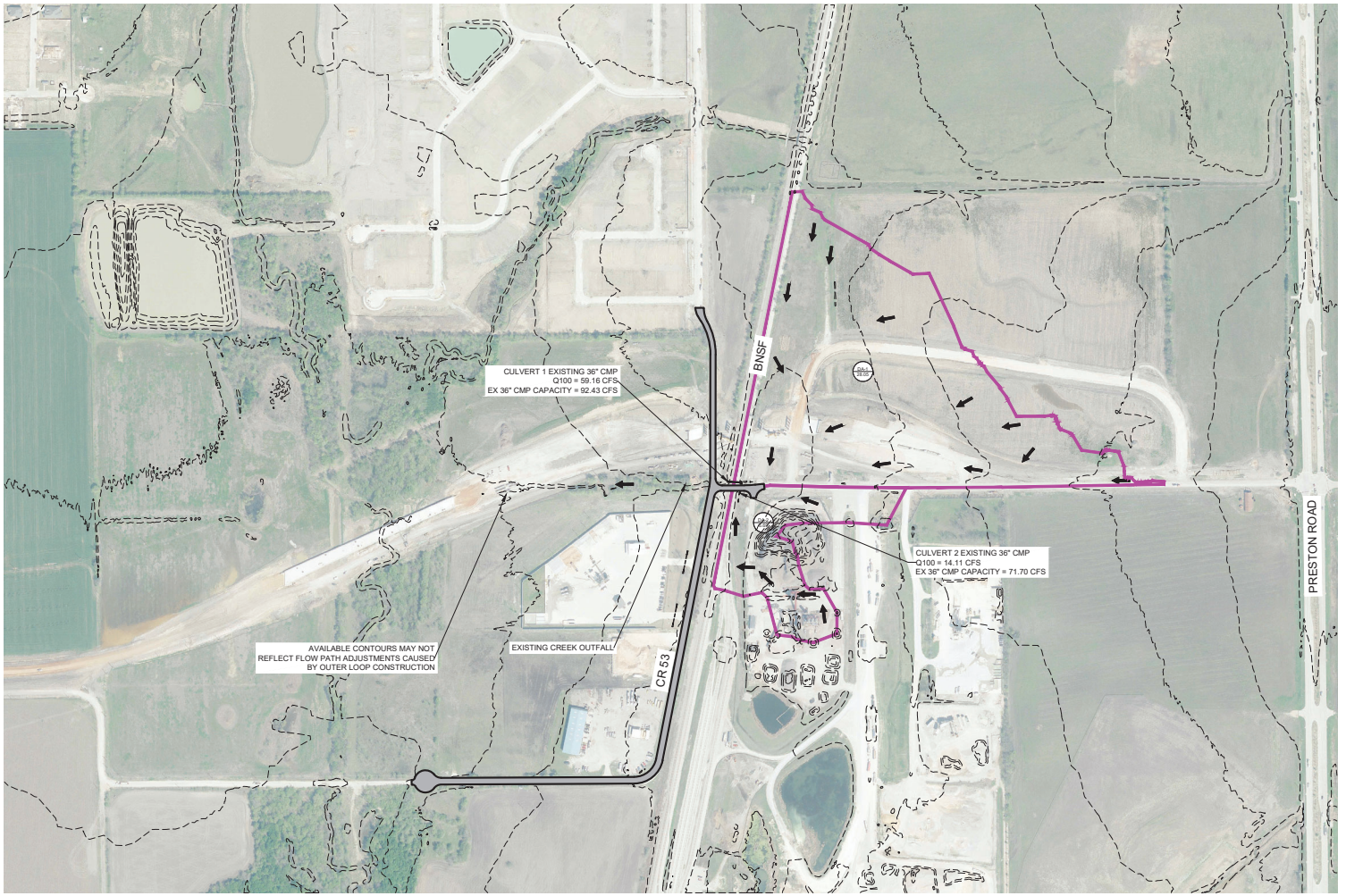
CR 53 AND OLD LOG
TRAIL IMPROVEMENTS

KSA

DRAWN BY: RY
DESIGNED BY: AC
LATEST REVISION: 12/13/2021
KSA JOB NO.: CELN.005

PROJECT TITLE: ---- CITY XX, TEXAS

LAST SAVED BY: TCAMPBELL



Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_2 (in./hr.)	Q_2 (c.f.s.)	I_5 (in./hr.)	Q_5 (c.f.s.)	I_{25} (in./hr.)	Q_{25} (c.f.s.)	I_{100} (in./hr.)	Q_{100} (c.f.s.)
DA-1	28.05	0.30	8.42	20.00	3.52	29.62	4.31	36.27	5.78	48.64	7.03	59.16
DA-2	6.69	0.30	2.01	20.00	3.52	7.06	4.31	8.65	5.78	11.60	7.03	14.11

EXHIBIT A
PLANS FOR COUNTY ROAD 53 - RECONSTRUCT & WIDEN ROADWAY APPROACHES
Sheet 3 of 3

DRAINAGE AREA MAP - AT GRADE BNSF CROSSING
DOT # 672114S RR MP 676.71 CULVERTS

CR 53 AND OLD LOG TRAIL IMPROVEMENTS

DRAWN BY: RY
DESIGNED BY: AC
LATEST REVISION: 9/30/2021
KSA JOB NO.: CEL N 005

DOT NO. 672114S
RR MP 675.71

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT "B"
Railroad SURFACE Estimate for
County Road 53 - DOT 672114S
Revised on 7/8/2025

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CELINA

LOCATION CELINA | DETAILS OF ESTIMATE | PLAN ITEM : 915360000 | VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - RDW DIV MADILL SUB LS 1046 MP 675.71 - DOT# 672114S - 80% BILLABLE TO CITY OF CELINA

BNSF TO REMOVE EXISTING ROAD CROSSINGS AND INSTALL TWO NEW 32-FT CONCRETE CROSSINGS FOR THE WIDENED ROADWAY AT COUNTY ROAD 53, DOT NO 672114S, IN CELINA, TX.
CITY OF CELINA TO PROVIDE TRAFFIC CONTROL DETOUR AND PAVE ROADWAY APPROACHES.

PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE FIELD WELDS - CAP	288.0	MH	12,012	
REMOVE PUBLIC CROSSING	66.13	MH	2,602	
REMOVE TRACK	12.15	MH	540	
REPLACE PUBLIC CROSSING - TOTAL REHAB	64.0	MH	2,518	
REPLACE TRACK PANELS - CAP	26.7	MH	1,051	
SURFACE TRACK - REPLACEMENT - CAP	48.0	MH	1,961	
UNLOAD BALLAST - REPLACEMENT - CAP	13.0	MH	512	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	32.0	MH	1,259	
UNLOAD TRACK PANELS - REPLACEMENT	13.3	MH	524	
PAYROLL ASSOCIATED COSTS			14,583	
DA OVERHEADS			27,130	
EQUIPMENT EXPENSES			22,803	
INSURANCE EXPENSES			4,550	
TOTAL LABOR COST			92,045	92,045
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	224.0	NT **	3,555	
PANEL,TRACK;80FT;136LB;SC;10FT;PANDROL	2.0	EA **	32,608	
RAIL, TRANS,136N;132W; 40 FT; UNVRSL	8.0	EA	9,848	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	144.0	EA **	431	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0	KT **	1,312	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	32.0	FT **	5,964	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	32.0	FT **	5,964	
XING CONC RAMP 136LB COMPLETE SET	2.0	ST **	698	
MATERIAL HANDLING			3,015	
ONLINE TRANSPORTATION			3,472	
USE TAX			4,852	
OFFLINE TRANSPORTATION			713	
TOTAL MATERIAL COST			72,432	72,432
**********				
OTHER				
**********				
ASPHALT UNDER CROSSING	288.0	NT	44,928	
TOTAL OTHER ITEMS COST			44,928	44,928
PROJECT SUBTOTAL				209,405
CONTINGENCIES				18,280
BILL PREPARATION FEE				2,277
GROSS PROJECT COST				229,962
LESS COST PAID BY BNSF				45,994
TOTAL BILLABLE COST				183,968

Contract Number: _____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of reconstruction and widening of the roadway approaches, including new concrete shoulder curbing located 5'-3" min. from centerline of existing railroad crossing signals/foundations, at County Road 53 – DOT No. 672114S, located at railroad milepost 675.710 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Celina, Texas in Collin County.

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop

construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Kimberly Brawner
City of Celina
Director of Engineering
142 N. Ohio Street
Celina, TX 75009
Email: KBrawner@celina-tx.gov

E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

F. The Contractor must notify Kimberly Brawner (City of Celina) at telephone number 972-382-2682 and E-mail: KBrawner@celina-tx.gov and Railway's Manager Public Projects (Tim Huya) at telephone number 817-352-2902 and E-mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file: BNSF Contract No. BF- , DOT No. 672114S – County Road 53 in Celina, TX.

G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor

must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Project Engineer (Andrea Haisten) at Mobile number 913-293-9907 and E-mail: Andrea.Haisten@bnsf.com and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Celina** and must not be undertaken until approved in writing by the Railway, and until the **City of Celina** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Celina** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and

other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on-track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.erailsafe.com**, in addition to any other applicable regulatory requirements.

ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized

identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

i) When, upon inspection by Railway's Representative, other conditions warrant.

ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

iii) When work in any way interferes with the safe operation of trains at timetable speeds.

iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR (_____)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

iv) The average train traffic on this route is 12 freight trains per 24-hour period at a timetable speed 40 MPH and 0 passenger trains at a timetable speed of n/a MPH.

6) Contractor General Safety Requirements

A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop

and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE

CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representatives (interim Roadmaster Eliud Acevedo, Eliud.Acevedo@bnsf.com, mobile # 817-652-0166 and Signal Supervisor Andy Bass, Andy.Bass@bnsf.com, mobile # 817-881-3609).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If

the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.

F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.

G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).

B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the

impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency

Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

Contract Number: _____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

_____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Contract Number: _____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

_____

_____

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

_____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT…." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

Contract Number: _____

EXHIBIT "C-1"

Agreement Between

BNSF RAILWAY COMPANY

and the

CONTRACTOR

Railway File: DOT No. 672114S

Agency Project: County Road 53 – reconstruct & widen approaches in Celina, TX

_____ (hereinafter called "Contractor"), has entered into an agreement with City of Celina, Texas (hereinafter called "Agreement") for the performance of certain work in connection with the following project: reconstruction and widening of the roadway approaches, including new concrete shoulder curbing located 5'-3" min. from centerline of existing railroad crossing signals/foundations, at County Road 53 – DOT No. 672114S, located at railroad milepost 675.710 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Celina, Texas in Collin County. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Celina** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees,

and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury and Advertising Injury

(3) Fire legal liability

(4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.

(2) Waiver of subrogation in favor of and acceptable to RAILWAY; and

(3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and

(4) Separation of insureds; and

(5) The policy will be primary and non-contributing with respect to any insurance carried

by RAILWAY.

iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

i) The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:

(1) Bodily injury and property damage

(2) Any and all vehicles owned, used or hired

ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to RAILWAY;

(2) Additional insured endorsement in favor of and acceptable to RAILWAY;

(3) Separation of insureds;

(4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

(1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(2) Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000

by disease policy limit, $500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits.

Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

iv) Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

v) Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o Vertikalrms
P.O. Box 827
Riverside, CA 92502
Email: BNSF@vertikalrms.com

vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

xvi) For purposes of this section, Railway shall mean “Burlington Northern Santa Fe LLC”, “BNSF Railway Company” and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway (“Sales Taxes”), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing

documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on

the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.
iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or

hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

Contract Number: _____

D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

E. Contractor and its subcontractors must give Railway's (interim) Roadmaster **Eliud Acevedo at Eliud.Acevedo@bnsf.com and mobile # 817-652-0166** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

Contract Number: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

_____
(CONTRACTOR)

Signature:_____

Printed Name: _____

Title: _____

Date:_____

Contact Person: _____

E-mail: _____

Address:_____

City:_____

State: _____ Zip:_____

Phone:_____

On-Site Project
Contact Person: _____

E-mail: _____

Mobile #: _____

Contact Person: _____

E-mail: _____

Mobile #: _____

Contract Number: _____

BNSF RAILWAY COMPANY

Signature:_____

Printed Name: Timothy J. Huya

Title: Manager Public Projects II

Accepted and
Effective Date:_____

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, Dawn Berry, Purchasing Director
Date: November 11, 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, temporary grading, and drainage easements for the extension of Punk Carter Parkway. (Glasgow)

Background Information:
City Council approved a development agreement with DFW Land, LLC, and the City of Celina in 2022. The Development Agreement requires the developer to extend Punk Carter Parkway to make a connection to FM 428 through an off-site property. The construction of Punk Carter requires approximately six hundred fifty feet (650') of right-of-way (ROW), temporary grading, and additional drainage easements for the storm outfalls. The developer has conveyed that they have used reasonable efforts to obtain the necessary ROW and easements to construct the public infrastructure. Those efforts have been unsuccessful, and per the development agreement, the City is to take reasonable steps to secure the ROW and associated easements for the public good. The proposed Resolution authorizes the acquisition of the ROW and the easements.

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 paid or incurred by the City in the exercise of its eminent domain powers with the ROW and easement acquisitions.

Legal Review:
Resolution has been previously reviewed and approved.

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

Financial Consideration:
The Developer will be responsible for the cost of the acquisition.

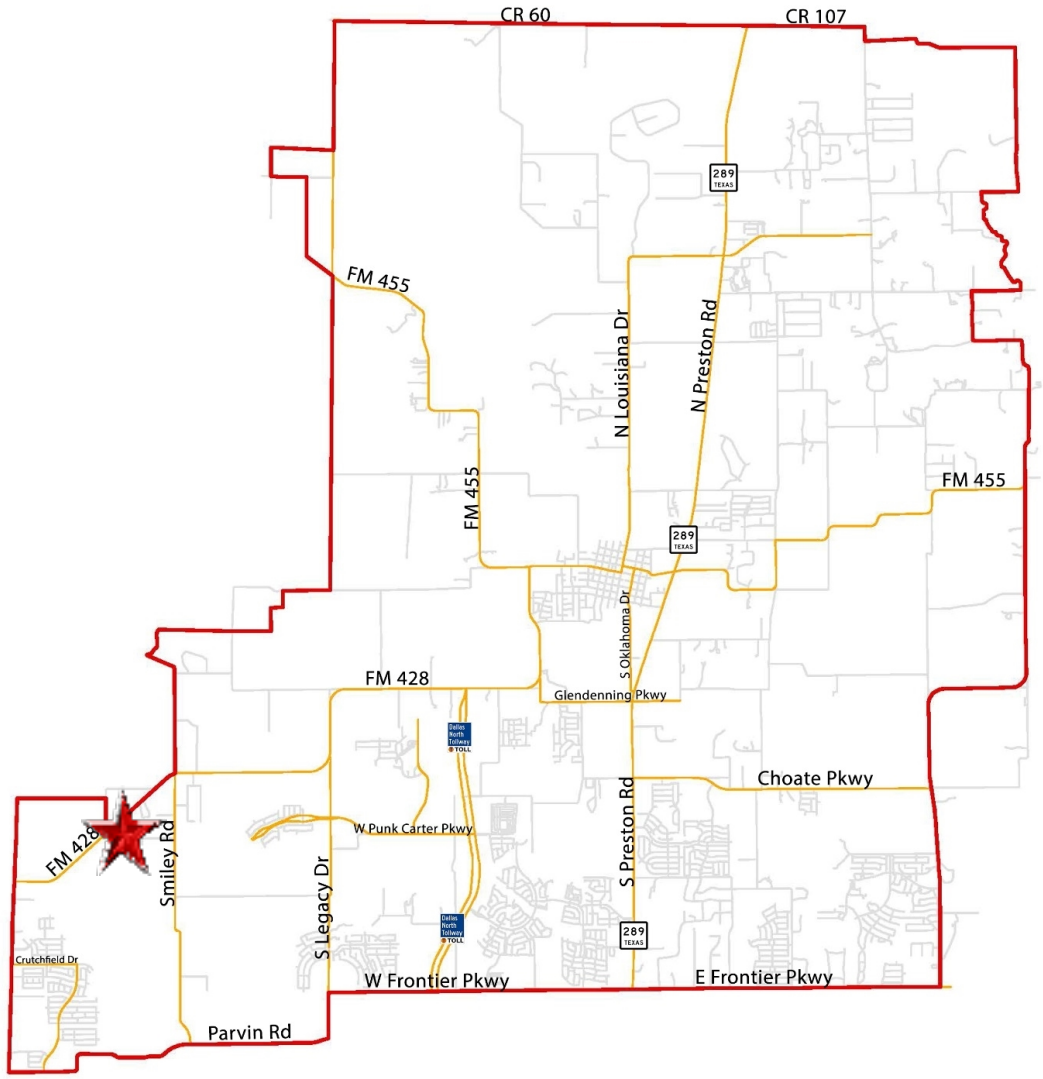
Staff Recommendation:
Staff recommends approval.

PUNK CARTER RIGHT-OF-WAY AND EASEMENT ACQUISITION

City Council
November 11, 2025

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

LOCATION MAP



LOCATION MAP

BACKGROUND

- The City approved a developer agreement with DFW Land, LLC in 2022 requiring the developer to construct an extension of Punk Carter Parkway to be extended up to connect to FM428.
- The developer agreed to use commercially reasonable efforts to obtain all third-party rights-of-way (ROW) and consents however the developer is unable to obtain the required ROW and drainage easements.
- The Developer Agreement allows for the City to take reasonable steps to secure the rights-of-way and easements.
- The developer shall be responsible for funding all reasonable and necessary related expenses paid or incurred by the City for obtaining the easements and rights-of-way.
- Developer will be required to escrow funds both in advance and as funds are needed by the city.

ROW AND EASEMENTS

Right-of-way

Grading Easement

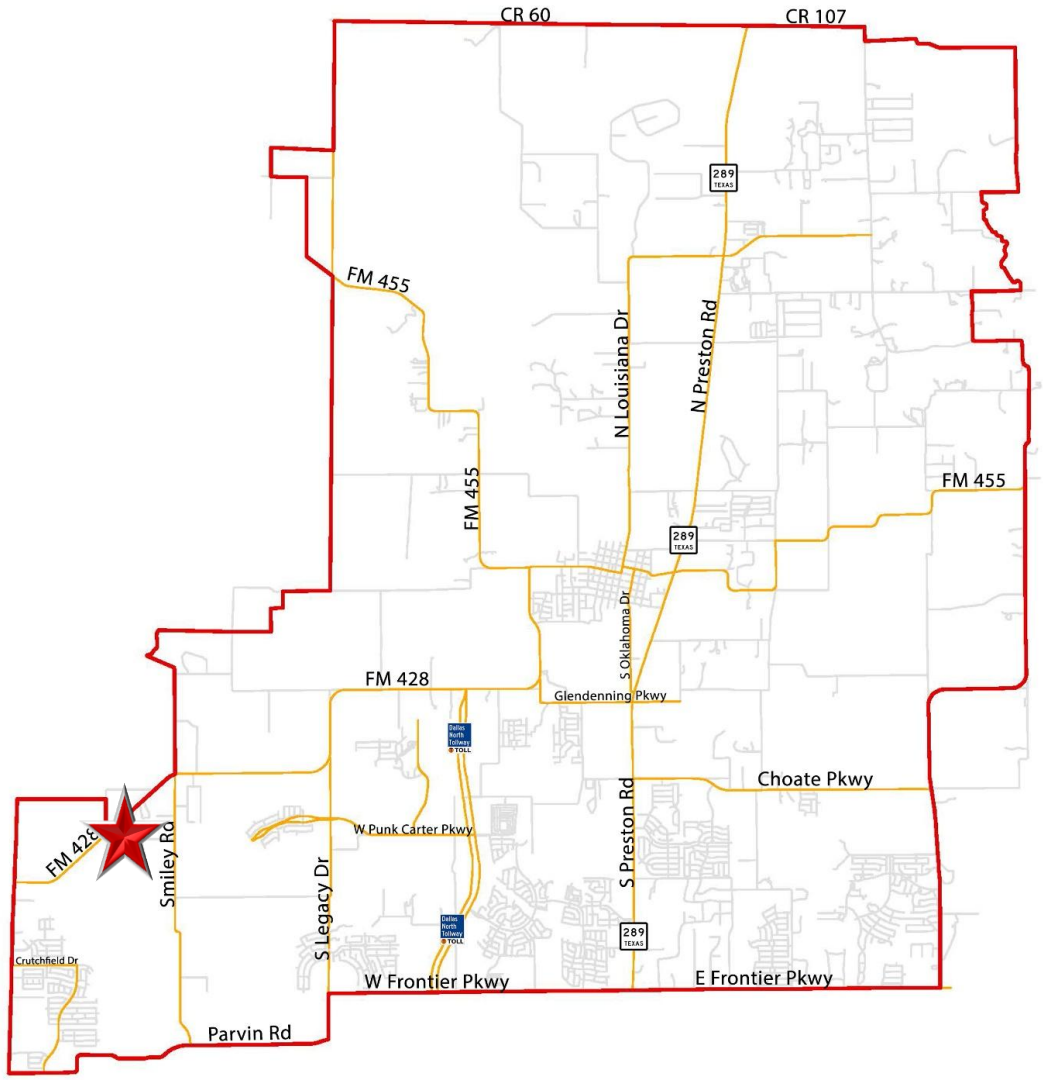
Drainage Easement

NEXT STEPS

- City will authorize a Work Authorization with a ROW agent that has an MSA for easement and rights-of-way acquisition with the City.
- Acquisition team will negotiate to obtain the easements and rights-of-way.

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 PUNK CARTER PARKWAY IMPROVEMENTS AND DRAINAGE EASEMENTS ASSOCIATED WITH THE HIGHLAND PARK PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") has determined that it is in the best interest of the citizens of the City of Celina (the "City") to acquire a property interest from the owners of the properties, as described in Exhibit "A", attached hereto and incorporated for construction of Punk Carter Parkway Improvements project (the "Project").

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

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

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary to acquire property interests necessary for the construction of the Project in the locations identified in Exhibit "B", attached hereto and incorporated herein, on behalf of the City.

Section 3: This Resolution shall become effective upon the date of passage.

DULY PASSED AND APPROVED by the City Council of Celina, Texas, on this 11th day of November 2025.

APPROVED:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Properties with Property Interests to be Acquired

Property ID	Owner	Legal Description	City	State	Zip Code
52656	Fashand Farm LTD	A1104A J. RAY, TR 3, 9.148 ACRES, OLD DCAD TR #1A	Celina	TX	75009
52590	Fashand Farm LTD	A1104A J. RAY, TR 4, 32.72 ACRES, OLD DCAD TRF #3 & 4	Celina	TX	75009
196342	Fashand Farm LTD	A1104A J. RAY, TR 5A, 5.51 ACRES	Celina	TX	75009
196341	Fashand Farm LTD	A0309A T. COX, TR 2A, 34.49 ACRES	Celina	TX	75009
52785	Fashand Farm LTD	A0309A T. COX, TR 3, 7.75 ACRES, OLD DCAD TR #1	Celina	TX	75009
75821	Fashand Farm LTD	A0903A T. MCINTIRE, TR 1, 34.492 ACRES, OLD DCAD TR #2A(1)	Celina	TX	75009
52832	Fashand Farm LTD	A0903A T. MCINTIRE, TR 8A, 22.47 ACRES, OLD DCAD TR #2	Celina	TX	75009

Exhibit B
Project Locations

Aerial Photograph

The subject is outlined in blue above and the sanitary sewer easement is depicted by the yellow line, and the temporary road easement is represented by the red line. The temporary drainage easements are represented by the green shapes.

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: November 11, 2025

Agenda Item:
Consider and act on a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of Marilee Road across the BNSF right-of-way. (Glasgow)

Background Information:
The City of Celina entered into a Development Agreement with Rasor Family Ranch LP, effective February 8, 2022, recorded in the Official Public Records of Collin County as Instrument No. 20220217000275130. Per the development agreement, the developer is obligated to build two concrete lanes of Marilee Road (ultimately a 6-lane divided road) from Celina Parkway to Preston Road when they develop adjacent to Marilee Road.

The City is proposing to partner with the developer to design and build two additional lanes at Preston Road to establish the ultimate footprint of the intersection in coordination with the widening of Preston Road, the construction of Marilee Road east of Preston Road, and the expansion of the BNSF railway crossing. An additional right-of-way/easement will be provided by BNSF to widen the road across the tracks. The BNSF Real Estate Department will provide property value for the easement in addition to the construction cost.

As part of the construction, BNSF will install the new concrete panels at the crossing with associated crossing signals/activation equipment. This "Crossing Surface Installation Agreement" will authorize the City to pay for a hundred percent (100%) of the actual cost of the improvements, and BNSF will complete the construction with its crews. Today, the estimated total construction cost is $592,204.00. A timeline has not been established for this expansion.

This Resolution authorizes the City Manager to sign the Grade Crossing construction and maintenance agreement.

Legal Review:
The City Attorney has reviewed the proposed Resolution for compliance with state law.

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

Financial Consideration:
N/A

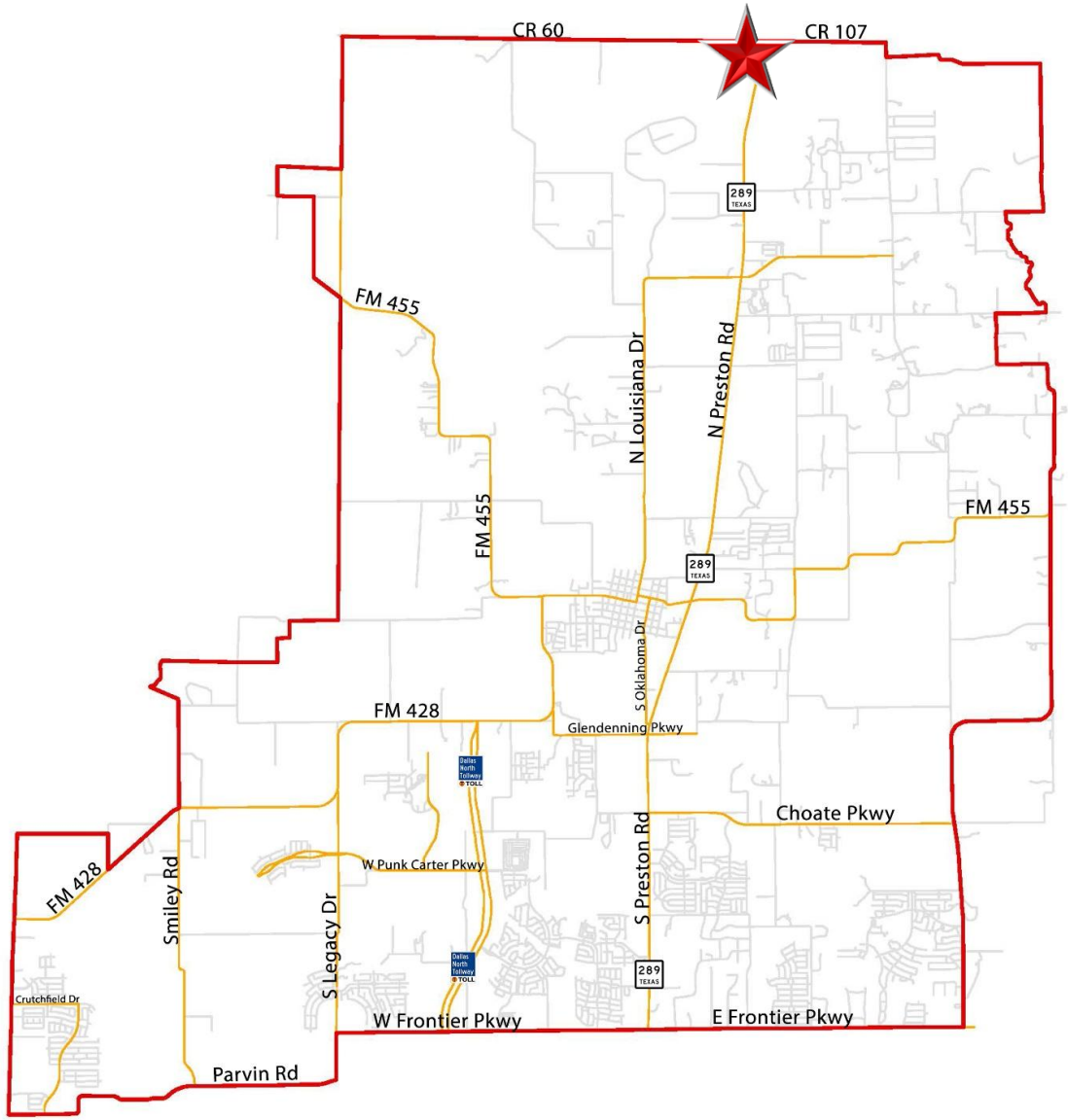
Staff Recommendation:
Staff recommends approval.

MARILEE ROAD GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT WITH BNSF

October 14, 2025

Andy Glasgow, PE, PMP, CFM
Director of Engineering

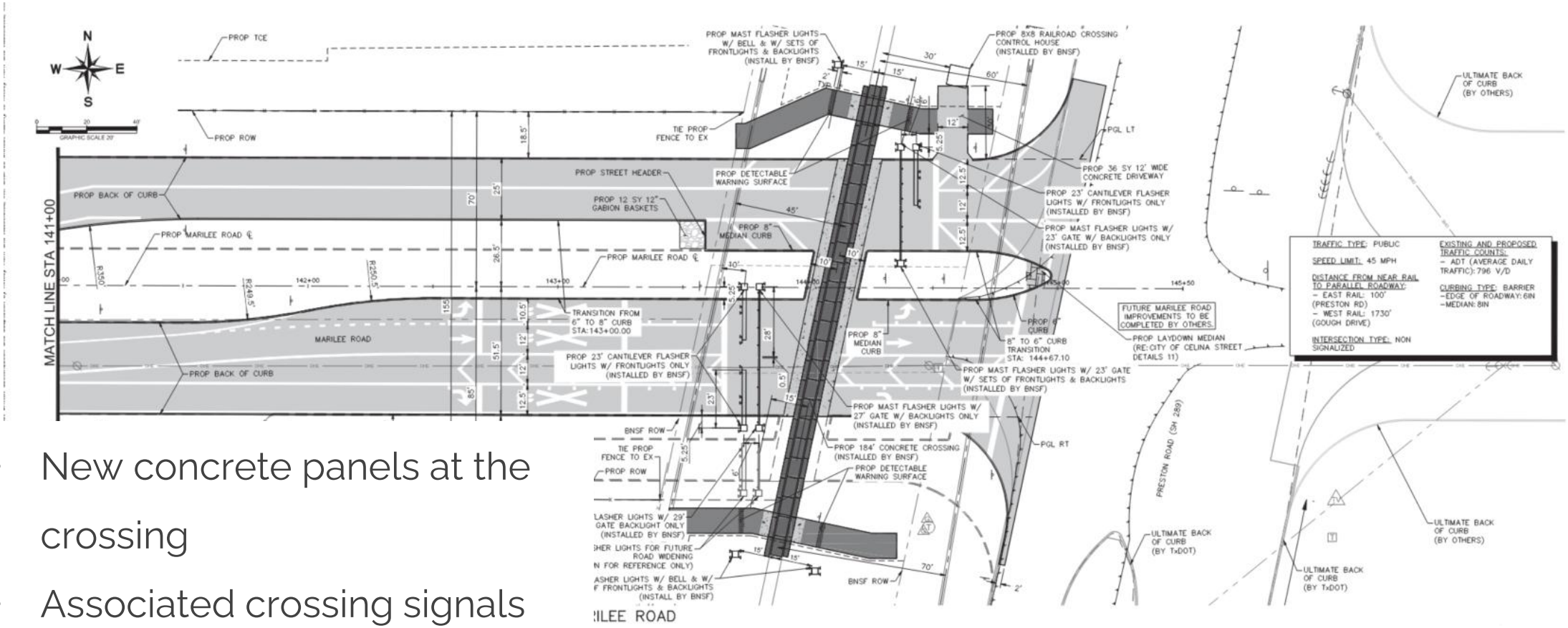
LOCATION MAP



BACKGROUND

- The City of Celina entered into a Development Agreement with Rasor Family Ranch LP, effective February 8, 2022.
- The city will partner with the developer (M/I Homes) to design and build the full intersection at Preston Road (ultimate 6-lane divided road).
- Additional Right of Way/ Easement will be acquired by the city from BNSF for the widening of the road across the railway tracks.
- BNSF will install the new concrete panels at the crossing with associated crossing signals/activation equipment.
- The city will be fully responsible for the payment of the improvement.
- This resolution is to authorize the city manager to sign the grade crossing construction and maintenance agreement.

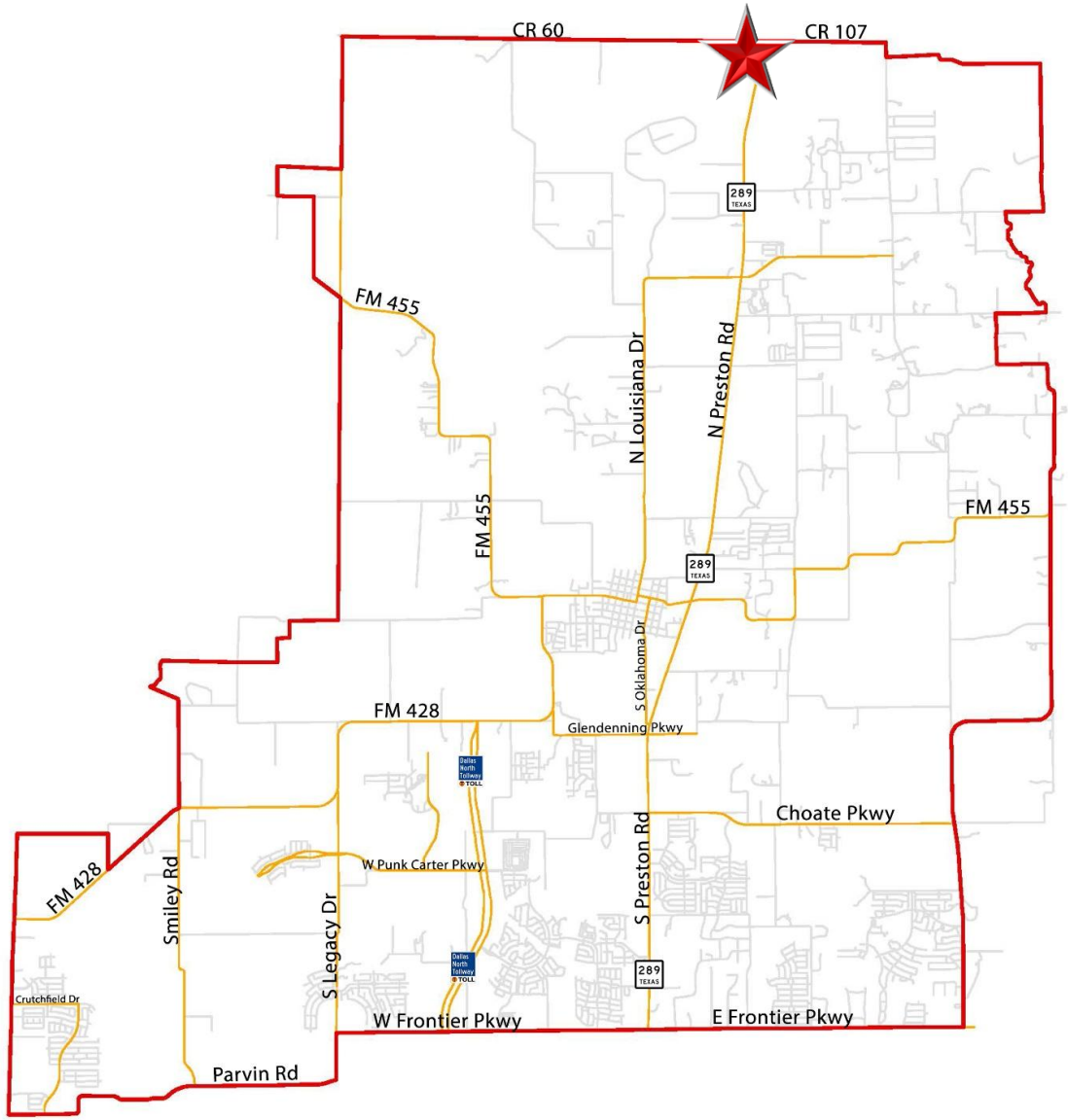
SCOPE OF WORK



- New concrete panels at the crossing
- Associated crossing signals and activation equipment

QUESTIONS?

LOCATION MAP



RESOLUTION NO. 2025-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A GRADE CROSSING COSNTRUCTION AND MAINTENANCE AGREEMENT WITH BNSF RAILWAY COMPANY ON BEHALF OF THE CITY, AND TO DISBURSE FUNDS AS NECESSARY TO CONSTRUCT AND MAINTAIN THE IMPROVEMENTS; 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 of the City ("City Council") has determined that it is in the best interest of the citizens of the city to authorize the City Manager to sign a grade crossing construction and maintenance agreement with BNSF Railway Company for the widening of Marilee Road.

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

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

Section 2. Authorization. The City Manager is hereby authorized to negotiate and execute all documents as required and to disburse funds necessary to construct and maintain the improvements identified in the attached Exhibit "A", attached here and

incorporated as if set forth fully herein, on behalf of the City.

Section 3. Effective Date. This Resolution shall become effective upon the date of passage.

DULY PASSED AND APPROVED by the City Council of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

Exhibit A
GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF-20577444
Mile Post: 667.941
Line Segment: 1046
U.S. DOT Number: 672095P
Subdivision: Madill

This Agreement **("Agreement")**, is executed to be effective as of the date last signed **("Effective Date")**, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation **("BNSF")** and **CITY OF CELINA, TEXAS**, a political subdivision of the State of Texas **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through City of Celina, State of Texas;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to modify the MARILEE ROAD (County Road 60) at-grade crossing, located at BNSF Line Segment 1046 and Milepost 667.941 and designated by D.O.T. No. 672095P, by reconstructing and widening the roadway approaches, and installing railroad crossing signals and activation equipment requiring a wider roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment"); and

WHEREAS, the Agency also desires BNSF to install a new crossing surface at MARILEE ROAD with a new concrete and rubber crossing surface;

WHEREAS, the Agency is paying for the acquisition and installation of Crossing Signal Equipment and the new crossing surface at MARILEE ROAD;

WHEREAS, the BNSF agrees to purchase and install, at AGENCY'S sole expense, the Crossing Signal Equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1) The term **"Project"** as used herein includes any and all work related to the construction of concrete curbing, concrete medians, concrete/asphalt pavement, proposed sidewalk and pavement markings on the roadway approaches by the Agency and installation of crossing signals/activation equipment/new crossing surfaces by BNSF at U.S. D.O.T No. 672095P, (hereinafter referred to as the **"Crossing"**) by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars ($2,500), together with the Temporary Construction License Fee in the sum of Five Hundred and No/100 Dollars ($500.00), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct and widen MARILEE ROAD and thereafter maintain, the Crossing as described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;

C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Project, or (ii) twelve (12) months following the Effective Date. The Temporary Construction License and related rights

given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Project for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Twenty-seven Thousand and No/100 Dollars ($27,000.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

A. Procurement of materials, equipment and supplies necessary for the railroad work;

B. Preliminary engineering, design, and contract preparation;

C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

D. Furnishing engineering and inspection as required in connection with the construction of the Project;

E. Removal and disposal of the existing crossing surfaces from the Crossing;

F. Installation of one 184-foot concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;

G. Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;

H. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

Invoices will be sent to AGENCY via mail or email at the following:
Billing Contact Name: Andy Glasgow
Email: AGlasgow@celina-tx.gov
Address: 142 N. Ohio Street
Celina, TX 75009

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1) Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.

2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3) Agency must acquire all rights of way necessary for the construction of the Project, including those in which may be conveyed or transferred to BNSF. Agency must reimburse BNSF for any costs of conveyance of property interests including but not limited to, environmental analyses, appraisals, or title inquiries.

4) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

5) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

A. Design and Reconstruction/Construction of MARILEE ROAD;

B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

C. Installation of advance warning signs in accordance with the MUTCD

D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

E. Provide suitable drainage, both temporary and permanent;

F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.

G. Construct asphalt/concrete roadway surface on approaches to the track. Roadway surface will match elevation of the track crossing surface(s) and remain level to a point at least ten (10) feet from nearest rail. Any concrete headers will be constructed no closer than 6'-0" from centerline of each track to provide for a minimum of 12'-0" opening for track and railroad crossing surface;

H. Provide and place twelve (12) inch wide section of asphalt between any roadway concrete headers and the new concrete crossing surfaces;

I. Construct concrete shoulder curbing. Concrete curbing must terminate 10 feet minimum and 12 feet maximum from centerline of the railroad track and provide a 16-foot minimum curb-cut in the northeast corner for the proposed 12-foot wide

railroad access driveway to the Railroad Crossing Control Signal House, located 25 feet from nearest rail on track, as shown on Exhibit A;

J. Construct concrete sidewalk surface on approaches to the track. Sidewalk concrete pavement must terminate 6 feet minimum from centerline of the railroad track. An asphalt expansion joint, 1-foot minimum width, must be placed between the end of sidewalk pavement and the edge of railroad concrete crossing panel. Sidewalk surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least 17 feet from centerline of track. Detectable Warnings must be installed on each sidewalk approach to the crossing, must extend across the full width of the sidewalk, provide a 2-foot minimum depth, and be located 12 feet minimum from the outside rail in the track.

K. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

6) The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF. Agency will aid in the acquisition of property as may be necessary to support the installation of crossing signal equipment within the roadway easement.

7) The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.

8) The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and

regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFcontractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.

C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

D. In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage

to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14) Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-l, and (ii) delivered to and secured BNSF's approval of the required insurance; and

D. If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to

complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

E. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15) Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16) TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT

GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE PROJECT BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

ARTICLE IV – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2) The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.

3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses

resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Andy Glasgow
Director of Engineering
142 N. Ohio Street
Celina, TX 75009
Email: AGlasgow@celina-tx.gov

5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Andy Glasgow, or the current Director of Engineering for appropriate corrective action.

6) Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number **BF-20577444** and D.O.T. Crossing No. **672095P** and must state the time that construction activities will begin.

9) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

A. Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the MARILEE ROAD (County Road 60) roadway.

B. Agency will maintain the elevation of the MARILEE ROAD (County Road 60) roadway approaches to match the elevation on the railroad track crossing surfaces.

C. Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency’s failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.

D. Agency will do nothing and permit nothing to be done in the maintenance of the MARILEE ROAD (County Road 60) roadway, which will interfere with or endanger facilities of BNSF.

E. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

F. BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.

G. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.

H. If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

I. If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.

10) Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

11) Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents

and authorized representatives of the parties hereto, as well as the State of Texas and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

12) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

13) In the event construction of the Project does not commence within two (2) years of the Effective Date, this Agreement will become null and void.

14) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

15) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

16) This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

17) Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:
BNSF Railway
Attn: Manager Public Projects
4200 Deen Road
Fort Worth, TX 76106-3099

Agency:
City of Celina
Attn: Director of Engineering
142 N. Ohio Street

Contract Number: BF-20577444

Celina, TX 75009

SIGNATURE PAGE FOLLOWS

Contract Number: BF-20577444

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

AGENCY
CITY OF CELINA, TEXAS

By: _____

Name & Title: Robert Ranc, City Manager

ATTEST:

By: _____

Name & Title: _____

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(Agency signature page)

Contract Number: BF-20577444

BNSF
BNSF RAILWAY COMPANY

By: _____

Name: Craig Rasmussen

Title: AVP Engineering Services & Structures

00.|

Accepted and effective: _____

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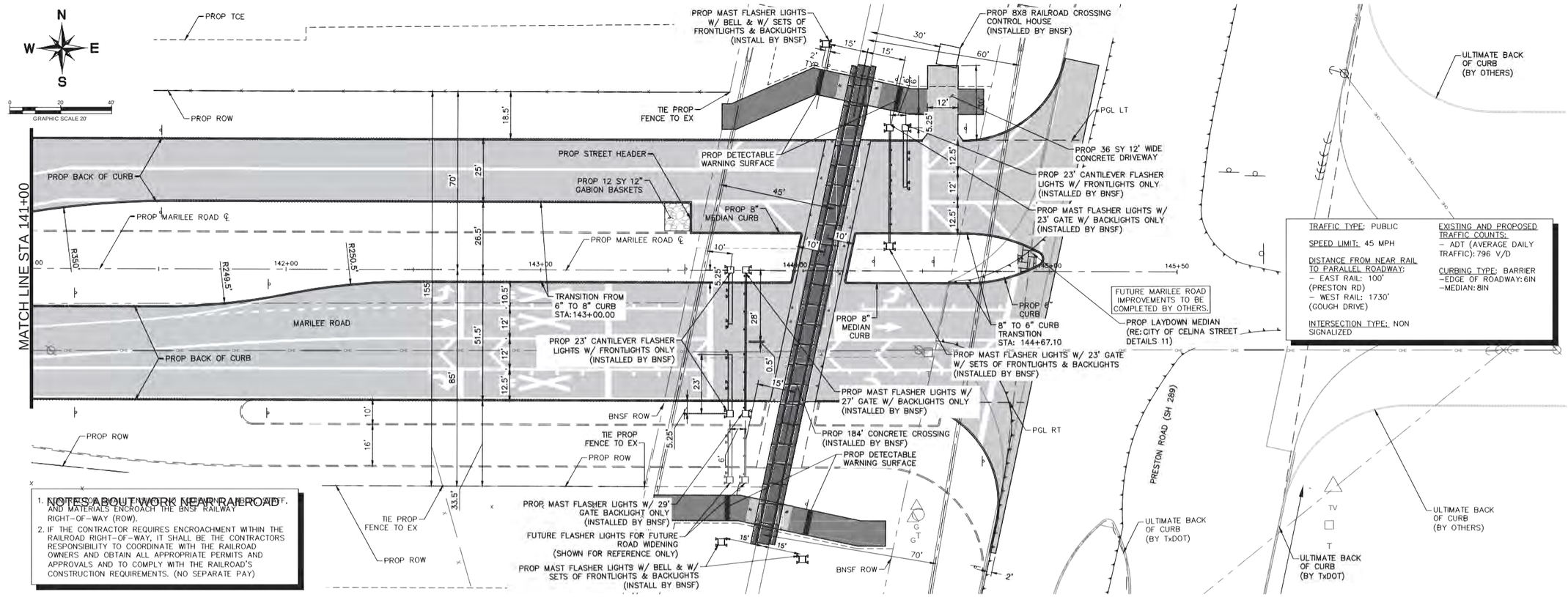
(BNSF signature page)

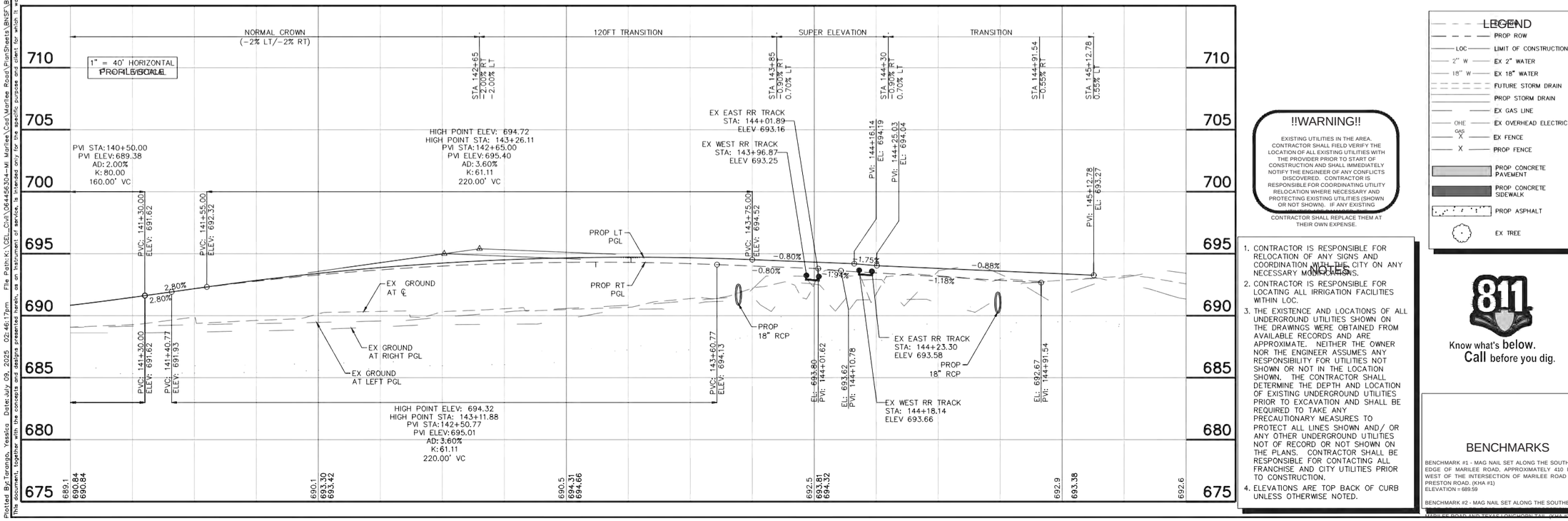
EXHIBIT A

ROAD PLANS
FOR
MARILEE ROAD - DOT 672095P



NOTES ABOUT WORK NEAR RAILROAD

1. NO EQUIPMENT, MATERIALS, OR PERSONNEL SHALL BE ALLOWED TO ENCROACH THE BNSF RAILWAY RIGHT-OF-WAY (ROW).
2. IF THE CONTRACTOR REQUIRES ENCROACHMENT WITHIN THE RAILROAD RIGHT-OF-WAY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE RAILROAD OWNERS AND OBTAIN ALL APPROPRIATE PERMITS AND APPROVALS AND TO COMPLY WITH THE RAILROAD'S CONSTRUCTION REQUIREMENTS. (NO SEPARATE PAY)



!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

1. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY SIGNS AND COORDINATION WITH THE CITY ON ANY NECESSARY MODIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL IRRIGATION FACILITIES WITHIN LOC.
3. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/ OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION.
4. ELEVATIONS ARE TOP BACK OF CURB UNLESS OTHERWISE NOTED.

LEGEND

- PROP ROW
- LOC — LIMIT OF CONSTRUCTION
- 2" W — EX 2" WATER
- 18" W — EX 18" WATER
- FUTURE STORM DRAIN
- PROP STORM DRAIN
- EX GAS LINE
- OHE — EX OVERHEAD ELECTRIC
- GAS X — EX FENCE
- X — PROP FENCE
- PROP CONCRETE PAVEMENT
- PROP CONCRETE SIDEWALK
- PROP ASPHALT
- EX TREE

811 Know what's below. Call before you dig.

BENCHMARKS

BENCHMARK #1 - MAG NAIL SET ALONG THE SOUTHERN EDGE OF MARILEE ROAD, APPROXIMATELY 410 FEET WEST OF THE INTERSECTION OF MARILEE ROAD AND PRESTON ROAD. (KHA #1)
ELEVATION = 689.59

BENCHMARK #2 - MAG NAIL SET ALONG THE SOUTHERN MARILEE ROAD AND TEXAS CONCRETE TxP. (KHA #2)

No.	REVISIONS	DATE	BY

Kimley»Horn
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400 N. OKLAHOMA DRIVE, SUITE 105, CELINA, TX 75009
PHONE: 469-501-2200
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
Kimley»Horn
JULY 2025

KHA PROJECT 064456306
DATE JULY 2025
SCALE: AS SHOWN
DESIGNED BY: TET
DRAWN BY: NFE
CHECKED BY: RTD

EXHIBIT A MARILEE ROAD PAVING PLAN

MARILEE ROAD
DOT No. 672095P
BNSF MADILL SUBDIVISION
RAILROAD MILEPOST 667.941

SHEET NUMBER

Plotted By: Tarango, Yesaica Date: July 09, 2025 02:46:17pm File Path: K:\CEL_Civil\064456304-MI Marilee\Cad\Marilee Road\PlanSheets\BNSF\BNSF Only Sheet Set for Record\C-Paving P&P-Intersection_BNSF.dwg
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ELEVATION = 675.15

EX A-1

Plotted By:Tarango, Yessica Date:July 09, 2025 02:51:36pm File Path:K:\DEL_Civil\064456304-Mi Marilee\Cad\Marilee Road\PlanSheets\C-Striping & Signage Plan-Intersection_BNSF.dwg
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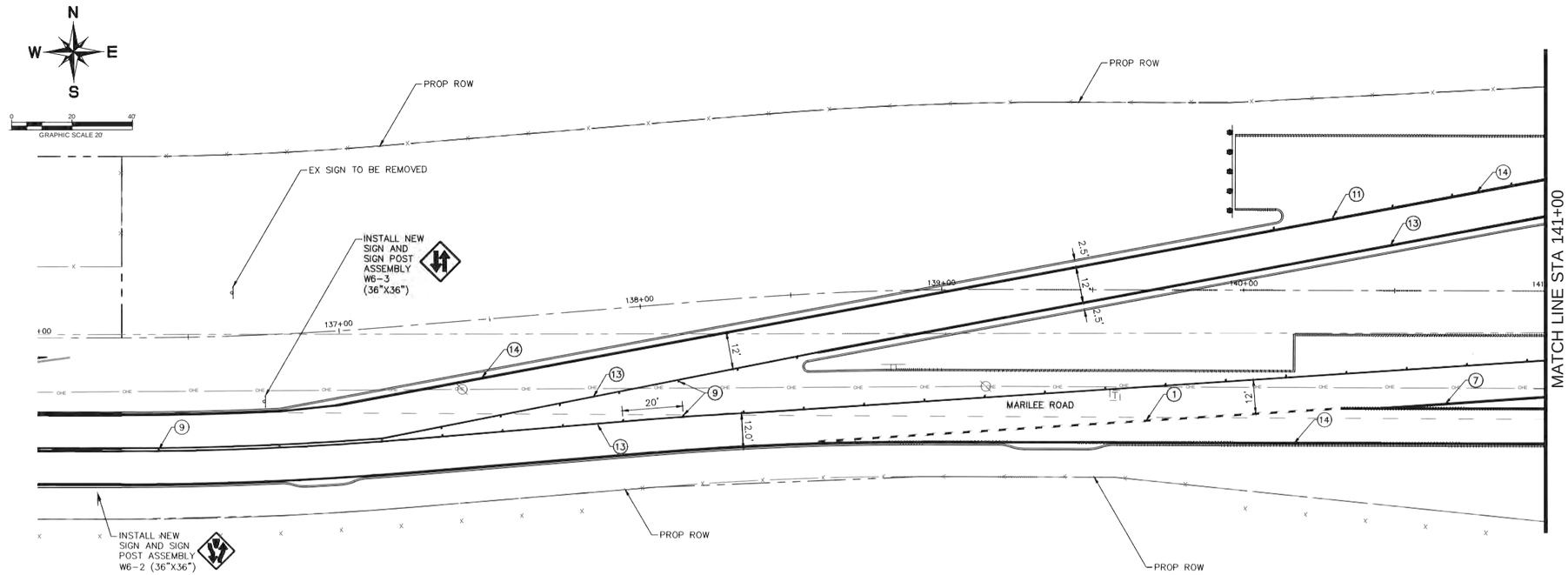

STRIPING LEGEND

1	INSTALL BROKEN 6" WHITE LANE LINE
2	INSTALL ARROW (W) TYP.
3	INSTALL WORD (W) TYP.
4	INSTALL 6" DOUBLE YELLOW LINE
5	INSTALL 24' STOP BARS MARKING
6	INSTALL RAILROAD CROSSING MARKING TYPE B
7	INSTALL 8" SOLID WHITE LINE
8	INSTALL 12" WHITE STRIPE (TYP)
9	INSTALL TYPE II-A-A 4" RAISED PAVEMENT MARKERS
10	INSTALL TYPE II C-R 4" RAISED PAVEMENT MARKERS
11	INSTALL TYPE I C 4" RAISED PAVEMENT MARKERS
12	INSTALL 24" SOLID WHITE CROSSWALK MARKING
13	INSTALL 6" SOLID YELLOW LINE
14	INSTALL 6" SOLID WHITE LINE
15	INSTALL 12" YELLOW STRIPE (TYP)

NOTES

1. REFER TO PAVEMENT MARKING DETAIL SHEETS FOR ADDITIONAL PAVEMENT MARKING INFORMATION.
2. ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED PAVEMENT MARKINGS SHALL BE REMOVED. NO SEPARATE PAY.
3. CONTRACTOR SHALL FIELD VERIFY SIGN LOCATIONS WITH CITY ENGINEER PRIOR TO INSTALLATION.
4. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/ OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND TOWN UTILITIES PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL FIELD VERIFY EXISTING MARKINGS AND SIGN LOCATIONS OF EXISTING PERSTON ROAD AND MARILEE ROAD INTERSECTION PRIOR TO INSTALLATION OF PROPOSED MARKING AND SIGNING PLAN AND COORDINATE WITH ENGINEER FOR ANY DISCREPANCIES.

BENCHMARKS

BENCHMARK #1 - MAG NAIL SET ALONG THE SOUTHERN EDGE OF MARILEE ROAD, APPROXIMATELY 410 FEET WEST OF THE INTERSECTION OF MARILEE ROAD AND PRESTON ROAD. (KHA #1)
ELEVATION = 689.59

BENCHMARK #2 - MAG NAIL SET ALONG THE SOUTHERN EDGE OF MAILEE ROAD AT THE INTERSECTION OF MARILEE ROAD AND TEXAS LONGHORN TAIL. (KHA #2)
ELEVATION = 675.15

No.	REVISIONS	DATE	BY

Kimley»Horn
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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
Kimley»Horn
JULY 2025

KHA PROJECT 064456306
DATE JULY 2025
SCALE: AS SHOWN
DESIGNED BY: TET
DRAWN BY: NFE
CHECKED BY: RTD

EXHIBIT A
MARILEE ROAD
STRIPING AND SIGNAGE PLAN

MARILEE ROAD
DOT No. 672095P
BNSF MADILL SUBDIVISION
RAILROAD MILEPOST 667.941

SHEET NUMBER

NOTES

1. ALL TRAFFIC CONTROL SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION.
2. IMPLEMENT THE APPROVED TRAFFIC CONTROL AND INSTALL EROSION AND SEDIMENTATION CONTROL BEST PRACTICES.
3. ALL DRIVEWAYS ARE TO REMAIN OPEN UNLESS 72 HOURS NOTICE HAS BEEN GIVEN TO THE PROPERTY OWNER.
4. CONTRACTOR SHALL ADJUST CHANNELIZING DEVICES AND SIGNAGE AS REQUIRED FOR EACH CONSTRUCTION PHASE AND STEP.
5. BARRICADES AND SIGNS NE PLACED IN SUCH MANNER AS TO NOT INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS.
6. ALL ITEMS NECESSARY TO IMPLEMENT TRAFFIC CONTROL AND DETOURS, INCLUDING TEMPORARY RIDING SURFACES, SHALL BE CONSIDERED SUBSIDIARY TO THE BARRICADES, SIGNS, AND TRAFFIC HANDLING BID ITEMS.
7. FULL ACCESS TO ADJACENT PROPERTIES MUST BE MAINTAINED AT ALL TIMES. CONSTRUCTION ACTIVITIES ARE CEASED FOR THE EVENINGS AND WEEKENDS. CONTRACTOR SHALL USE STEEL PLATES AS NECESSARY TO MAINTAIN ACCESS.
8. TEMPORARY CLOSURES MAY BE PERMITTED WITH PRIOR APPROVAL OF THE CITY. REQUESTS FOR TEMPORARY CLOSURES MUST BE REQUIRED BY THE CITY NO LATER THAN 7 CALENDAR DAYS PRIOR TO THE PROPOSED CLOSURE.
9. REFER TO GENERAL NOTES (####) FOR ADDITIONAL TRAFFIC CONTROL NOTES.
10. CONTRACTOR SHALL ADJUST CHANNELIZING DEVICES AND SIGNAGE AS REQUIRED FOR EACH CONSSTRUCTION PHASE AND STEP.
11. BARRICADES AND SIGNS SHALL BE PLACES IN SUCH A MANNER AS TO NOT INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS
12. CONTRACTOR SHALL COORDINATE WITH THE CITY TO ADJUST ANY NECESSARY TCP.
13. REFER TO TXDOT DETAIL TCP (2-1)-18, AND TCP (2-2)-18 FOR LANE CLOSURES.
14. INSTALL PERMANENT PAVEMENT MARKINGS PRIOR TO OPENING (REFER TO PAVEMENT MARKING SHEET, EX A-2).

PHASING

PHASE 1:
1. INSTALL TEMPORARY TRAFFIC CONTROL MEASURES.
2. CONSTRUCT EB LANES OF MARILEE ROAD IMPROVEMENTS FROM BEGIN TO END.
3. MAINTAIN ALL TEMPORARY TRAFFIC CONTROL MEASURES FOR THE DURATION OF CONSTRUCTION.
4. OBTAIN CITY APPROVAL FOR SUBSTANTIAL COMPLETION.

PHASE 2:
1. OPEN EB LANES CONSTRUCTED IN PHASE 1 AND ADJUST TRAFFIC CONTROL AND EROSION CONTROL MEASURES.
2. CONSTRUCT REMAINING LIMITS OF MARILEE ROAD IMPROVEMENTS.
3. ESTABLISH VEGETATION IN DISTURBED AREAS ADJACENT TO THE CONSTRUCTION AREA.
4. OBTAIN FINIAL APPROVAL FOR COMPLETION.
5. REMOVE ALL TRAFFIC CONTROL AND EROSION CONTROL MEASURES AND OPEN FULL LIMITS OF MARILEE ROAD TO TRAFFIC.

BNSF NOTES

1. IF THE CONTRACTOR REQUIRES ENCROACHMENT WITHIN THE RAILROAD RIGHT-OF-WAY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE RAILROAD OWNERS AND OBTAIN ALL APPROPRIATE PERMITS AND APPROVALS AND TO COMPLY WHIT THE RAILROAD'S CONSTRICTION REQUIREMENTS. (NO SEPARATE PAY)
2. CONTRACTOR SHALL COORDINATE WITH BNSF PRIOR TO OPENING EACH PHASE TO CONFIRM AND ACQUIRE APPROVAL THAT RAILROAD CROSSING MEETS REQUIREMENTS. (NO SEPARATE PAY)
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WORK AND TRAFFIC CONTROL WITH ADJACENT BNSF CONTRACTOR. IF ADJACENT WORK REQUIRES MODIFICATIONS TO THE MARILEE ROAD PROJECT, CONTRACTOR MUST REQUEST AND RECEIVE APPROVAL IN WRITING FROM THE CITY OF SUCH MODIFICATIONS PRIOR TO PROCEEDING.

TRAFFICE CONTROL LEGEND

CURRENT PHASE
COMPLETED PHASE
DRUMS
TYPE III BARRICADE
TRAFFIC FLOW ARROWS
SIGN

N W E S

0 60' 120'
GRAPHIC SCALE 60'

MCMULLEN & McCLOW SURVEY
ABSTRACT 1761

JGR REAL ESTATE , LP
CCR FAMILY PROPERTIES, LP
(TRACT B-CALLED 61.75 ACRES)
DOC. NO. 2023-23792
O.P.R.G.C.T.

FUTURE ROW

MARILEE ROAD

G20-2 (48"X24")

CW20-1D (48"X48" WITH FLAGS)

320'

JGR REAL ESTATE, LP
CCR FAMILY PROPERTIES, LP
(TRACT 5-CALLED 1.5 ACRES)
DOC. NO. 2023000102867

JGR REAL ESTATE, LP
CCR FAMILY PROPERTIES, LP
(TRACT 2-CALLED 84.510 ACRES)
DOC. NO. 2023000102867
DESCRIBED BY METES & BOUNDS IN
VOLUME 4337, PAGE 762
O.P.R.G.C.T.

RAILROAD CROSSING IMPROVEMENTS TO BE INSTALLED BY BNSF (RE: BNSF NOTES ABOVE)

BNSF ROW

BSNF ROW

SEE PAGE EX A-5 FOR BNSF TRAFFIC CONTROL LAYOUT IN THIS AREA

BSNF RAILROAD

TXDOT ROW

PRESTON ROAD (SH 289)

CW20-1D 48"X48" WITH FLAGS

G20-2 48"X24"

END ROAD WORK

DRUM

No.	REVISIONS	DATE	BY

Kimley»Horn
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400 N. OKLAHOMA DRIVE, SUITE 105, CELINA, TX 75009
PHONE: 469-501-2200
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
Not for construction or permit purposes
Kimley»Horn
Engineer: RYAN DUGGAN
P.E. No. 133705 Date:
JULY 2025

KHA PROJECT 064456306
DATE JULY 2025
SCALE: AS SHOWN
DESIGNED BY: TET
DRAWN BY: NFE
CHECKED BY: RTD

EXHIBIT A
MARILEE ROAD
TRAFFIC CONTROL PLAN
PHASE 1

MARILEE ROAD
DOT No. 672095P
BNSF MADILL SUBDIVISION
RAILROAD MILEPOST 667.941

SHEET NUMBER

Plotted By:Tarango, Yesalca Date:July 09, 2025 02:28:27pm File Path:K:\CEL_Civil\064456304-Mi Marilee\Cad\Marilee Road\PlanSheets\BNSF\BNSF Only Sheet Set for Record\C-Traffic Control Plan-Intersection_BNSF.dwg
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NOTES

1. ALL TRAFFIC CONTROL SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION.
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12. CONTRACTOR SHALL COORDINATE WITH THE CITY TO ADJUST ANY NECESSARY TCP.
13. REFER TO TXDOT DETAIL TCP (2-1)-18, AND TCP (2-2)-18 FOR LANE CLOSURES.
14. INSTALL PERMANENT PAVEMENT MARKINGS PRIOR TO OPENING (REFER TO PAVEMENT MARKING SHEET, EX A-2).

PHASING

PHASE 1:
1. INSTALL TEMPORARY TRAFFIC CONTROL MEASURES.
2. CONSTRUCT EB LANES OF MARILEE ROAD IMPROVEMENTS FROM BEGIN TO END.
3. MAINTAIN ALL TEMPORARY TRAFFIC CONTROL MEASURES FOR THE DURATION OF CONSTRUCTION.
4. OBTAIN CITY APPROVAL FOR SUBSTANTIAL COMPLETION.

PHASE 2:
1. OPEN EB LANES CONSTRUCTED IN PHASE 1 AND ADJUST TRAFFIC CONTROL AND EROSION CONTROL MEASURES.
2. CONSTRUCT REMAINING LIMITS OF MARILEE ROAD IMPROVEMENTS,
3. ESTABLISH VEGETATION IN DISTURBED AREAS ADJACENT TO THE CONSTRUCTION AREA.
4. OBTAIN FINIAL APPROVAL FOR COMPLETION.
5. REMOVE ALL TRAFFIC CONTROL AND EROSION CONTROL MEASURES AND OPEN FULL LIMITS OF MARILEE ROAD TO TRAFFIC.

BNSF NOTES

1. IF THE CONTRACTOR REQUIRES ENCROACHMENT WITHIN THE RAILROAD RIGHT-OF-WAY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE RAILROAD OWNERS AND OBTAIN ALL APPROPRIATE PERMITS AND APPROVALS AND TO COMPLY WHIT THE RAILROAD'S CONSTRICTION REQUIREMENTS. (NO SEPARATE PAY)
2. CONTRACTOR SHALL COORDINATE WITH BNSF PRIOR TO OPENING EACH PHASE TO CONFIRM AND ACQUIRE APPROVAL THAT RAILROAD CROSSING MEETS REQUIREMENTS. (NO SEPARATE PAY)
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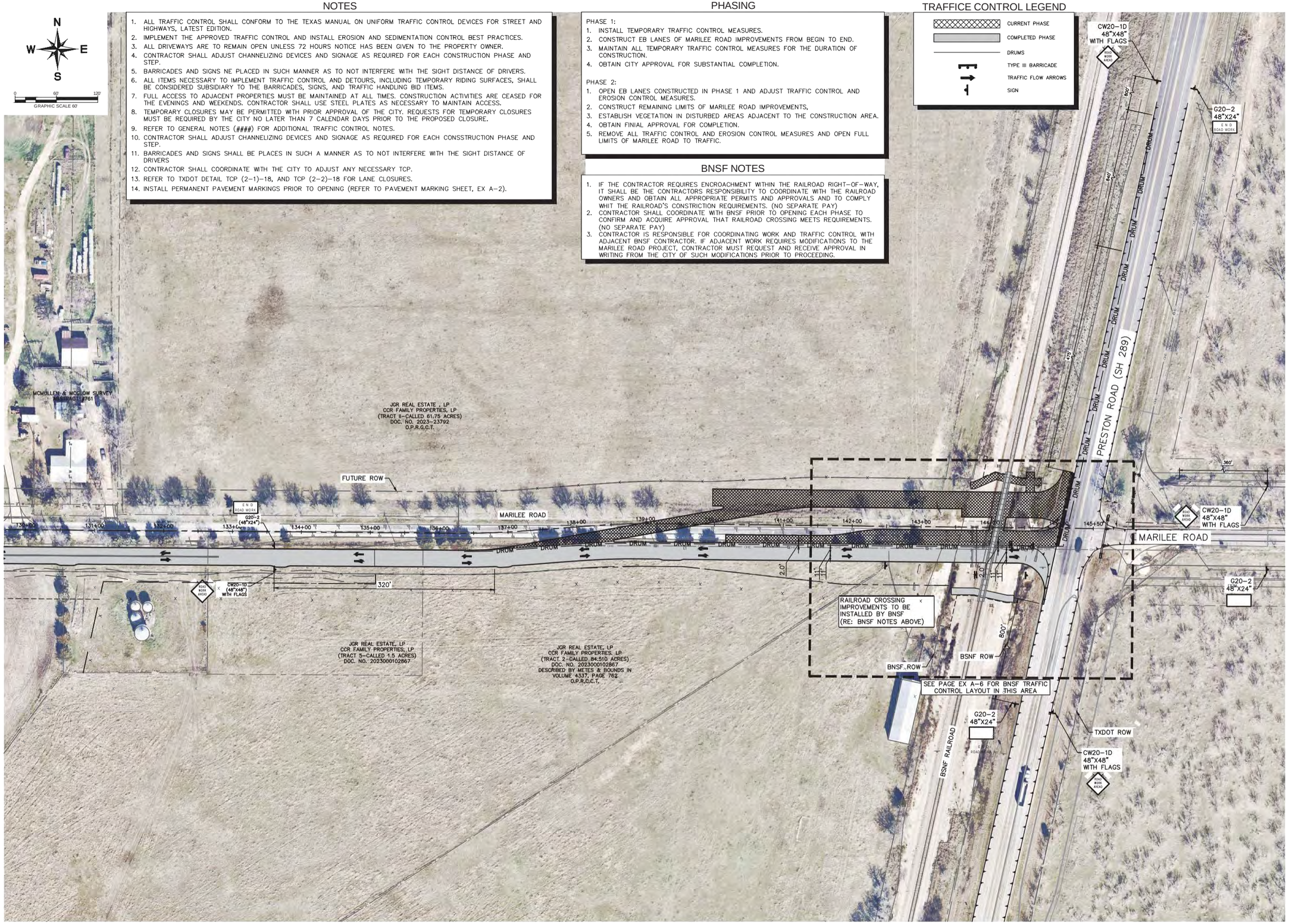
TRAFFICE CONTROL LEGEND

- CURRENT PHASE
- COMPLETED PHASE
- DRUMS
- TYPE III BARRICADE
- TRAFFIC FLOW ARROWS
- SIGN



No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: 469-501-2200
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
Engineer: RYAN DEGROOT
P.E. No. 131705 Date: JULY 2025

KHA PROJECT	064456306
DATE	JULY 2025
SCALE:	AS SHOWN
DESIGNED BY:	TET
DRAWN BY:	NFE
CHECKED BY:	RTD

EXHIBIT A
MARILEE ROAD
TRAFFIC CONTROL PLAN
PHASE 2

MARILEE ROAD
DOT No. 672095P
BNSF MADILL SUBDIVISION
RAILROAD MILEPOST 667.941

SHEET NUMBER

Plotted By:Tarango, Yessica Date:July 09, 2025 02:29:26pm File Path:K:\DEL_Civil\064456304-Mi Marilee\Cad\Marilee Road\PlanSheets\BNSF\BNSF Only Sheet Set for Record\C-Traffic Control Plan-Intersection_BNSF.dwg
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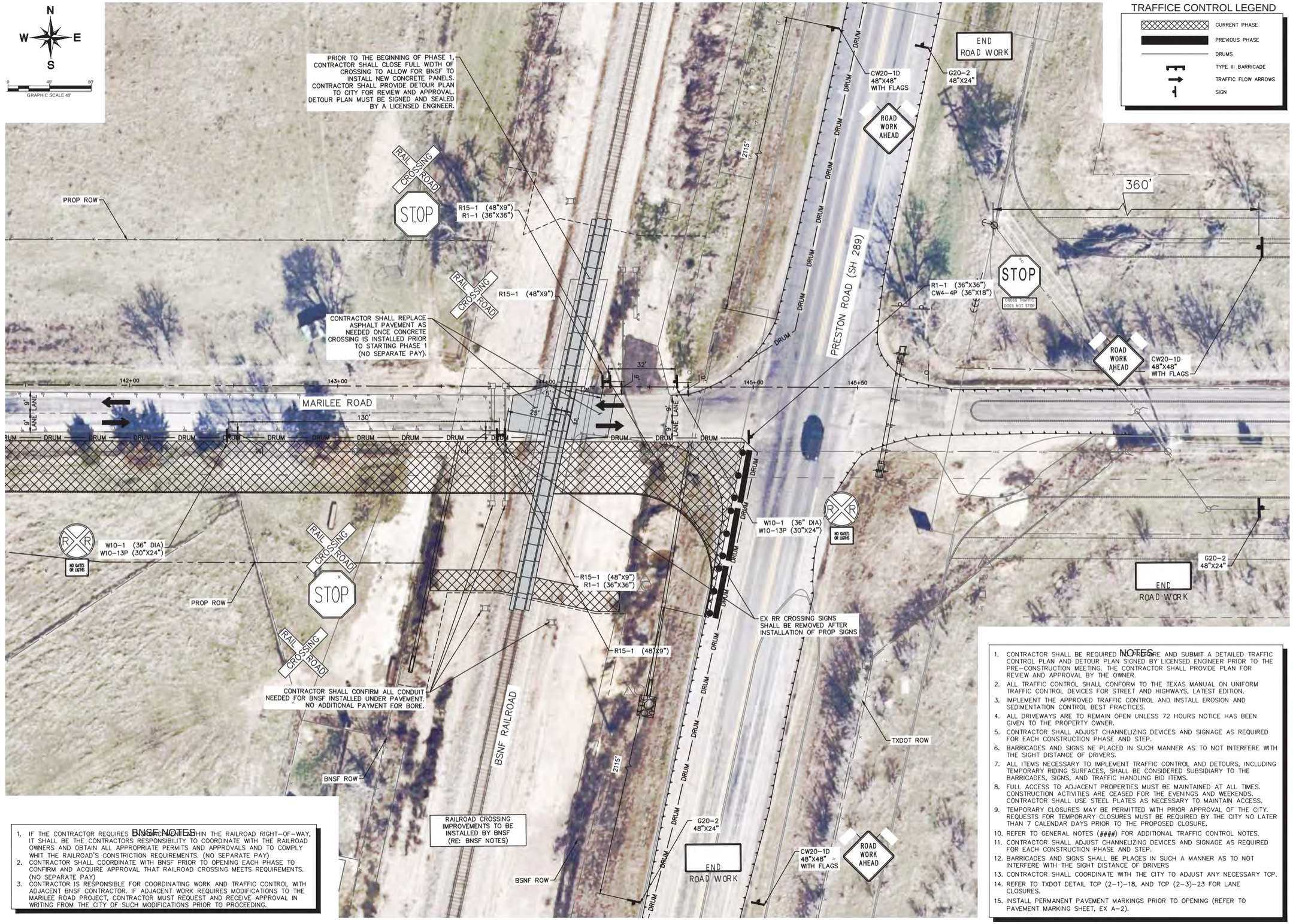

TRAFFICE CONTROL LEGEND

- CURRENT PHASE
- PREVIOUS PHASE
- DRUMS
- TYPE III BARRICADE
- TRAFFIC FLOW ARROWS
- SIGN

BNSF NOTES

1. IF THE CONTRACTOR REQUIRES BLASTING WITHIN THE RAILROAD RIGHT-OF-WAY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE RAILROAD OWNERS AND OBTAIN ALL APPROPRIATE PERMITS AND APPROVALS AND TO COMPLY WHIT THE RAILROAD'S CONSTRICTION REQUIREMENTS. (NO SEPARATE PAY)
2. CONTRACTOR SHALL COORDINATE WITH BNSF PRIOR TO OPENING EACH PHASE TO CONFIRM AND ACQUIRE APPROVAL THAT RAILROAD CROSSING MEETS REQUIREMENTS. (NO SEPARATE PAY)
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WORK AND TRAFFIC CONTROL WITH ADJACENT BNSF CONTRACTOR. IF ADJACENT WORK REQUIRES MODIFICATIONS TO THE MARILEE ROAD PROJECT, CONTRACTOR MUST REQUEST AND RECEIVE APPROVAL IN WRITING FROM THE CITY OF SUCH MODIFICATIONS PRIOR TO PROCEEDING.

NOTES

1. CONTRACTOR SHALL BE REQUIRED TO PREPARE AND SUBMIT A DETAILED TRAFFIC CONTROL PLAN AND DETOUR PLAN SIGNED BY LICENSED ENGINEER PRIOR TO THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL PROVIDE PLAN FOR REVIEW AND APPROVAL BY THE OWNER.
2. ALL TRAFFIC CONTROL SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION.
3. IMPLEMENT THE APPROVED TRAFFIC CONTROL AND INSTALL EROSION AND SEDIMENTATION CONTROL BEST PRACTICES.
4. ALL DRIVEWAYS ARE TO REMAIN OPEN UNLESS 72 HOURS NOTICE HAS BEEN GIVEN TO THE PROPERTY OWNER.
5. CONTRACTOR SHALL ADJUST CHANNELIZING DEVICES AND SIGNAGE AS REQUIRED FOR EACH CONSTRUCTION PHASE AND STEP.
6. BARRICADES AND SIGNS NE PLACED IN SUCH MANNER AS TO NOT INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS.
7. ALL ITEMS NECESSARY TO IMPLEMENT TRAFFIC CONTROL AND DETOURS, INCLUDING TEMPORARY RIDING SURFACES, SHALL BE CONSIDERED SUBSIDIARY TO THE BARRICADES, SIGNS, AND TRAFFIC HANDLING BID ITEMS.
8. FULL ACCESS TO ADJACENT PROPERTIES MUST BE MAINTAINED AT ALL TIMES. CONSTRUCTION ACTIVITIES ARE CEASED FOR THE EVENINGS AND WEEKENDS. CONTRACTOR SHALL USE STEEL PLATES AS NECESSARY TO MAINTAIN ACCESS.
9. TEMPORARY CLOSURES MAY BE PERMITTED WITH PRIOR APPROVAL OF THE CITY. REQUESTS FOR TEMPORARY CLOSURES MUST BE REQUIRED BY THE CITY NO LATER THAN 7 CALENDAR DAYS PRIOR TO THE PROPOSED CLOSURE.
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13. CONTRACTOR SHALL COORDINATE WITH THE CITY TO ADJUST ANY NECESSARY TCP.
14. REFER TO TXDOT DETAIL TCP (2-1)-18, AND TCP (2-3)-23 FOR LANE CLOSURES.
15. INSTALL PERMANENT PAVEMENT MARKINGS PRIOR TO OPENING (REFER TO PAVEMENT MARKING SHEET, EX A-2).

No.	REVISIONS	DATE	BY

Kimley»Horn
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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
Engineer: BRANDON DOAN
P.E. No. 131705 Date: JULY 2025

KHA PROJECT 064456306
DATE JULY 2025
SCALE: AS SHOWN
DESIGNED BY: TET
DRAWN BY: NFE
CHECKED BY: RTD

EXHIBIT A
MARILEE ROAD
TRAFFIC CONTROL PLAN
BNSF PHASE 1

MARILEE ROAD
DOT No. 672095P
BNSF MADILL SUBDIVISION
RAILROAD MILEPOST 667.941

SHEET NUMBER

Plotted By:Tarango, Yessica Date:July 09, 2025 02:37:05pm File Path:K:\CEL_Civil\064456304-Mi Marilee\Cad\Marilee Road\PlanSheets\BNSF\BNSF Only Sheet Set for Record\C-Traffic Control Plan-Intersection_BNSF_Close Up.dwg
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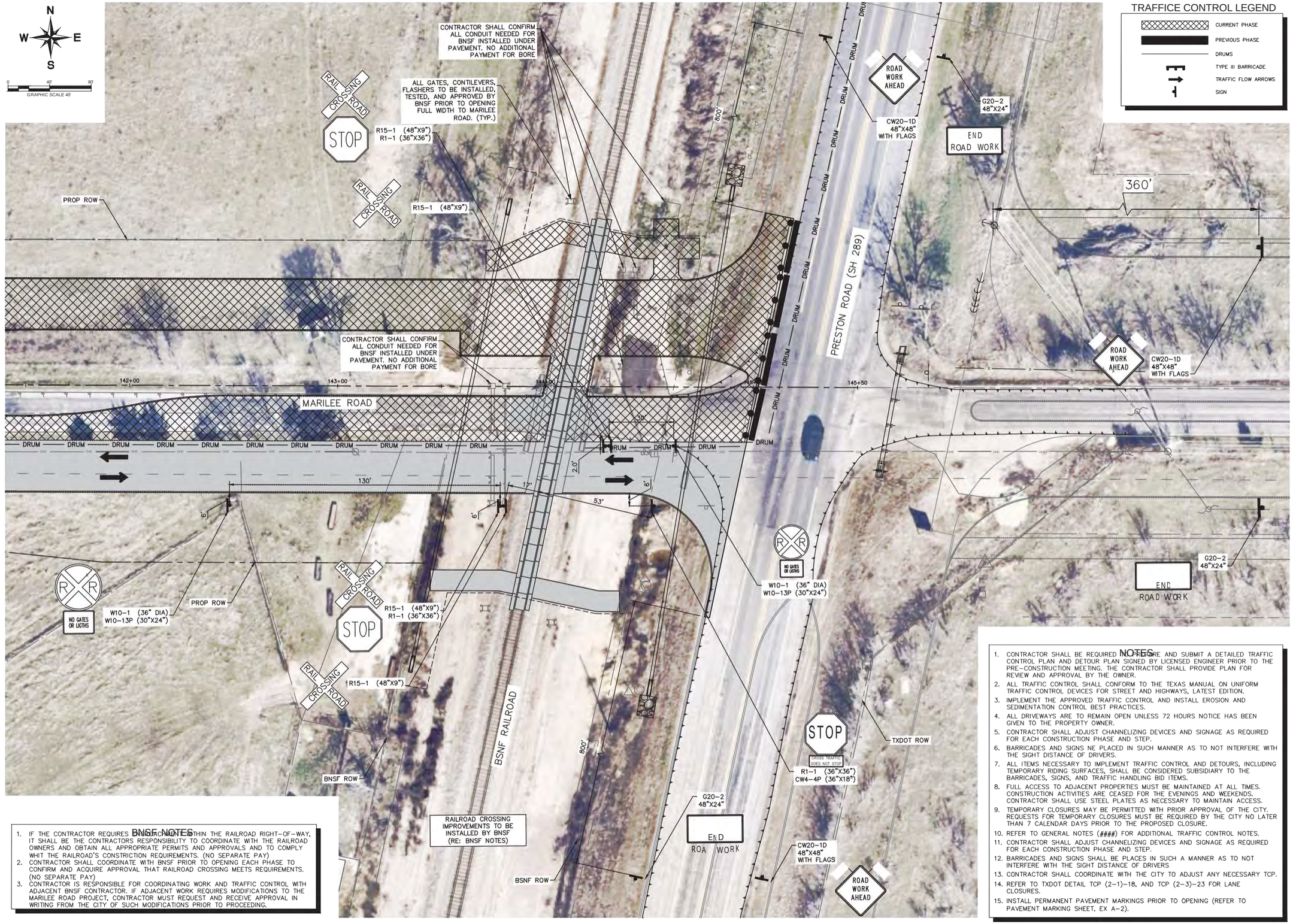

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EXHIBIT A
MARILEE ROAD
TRAFFIC CONTROL PLAN
BNSF PHASE 1

MARILEE ROAD
DOT No. 672095P
BNSF MADILL SUBDIVISION
RAILROAD MILEPOST 667.941

SHEET NUMBER

Plotted By:Tarango, Yessica Date:July 09, 2025 02:39:32pm File Path:K:\DEL_CWI\064456304-Mi Marilee\Cad\Marilee Road\PlanSheets\BNSF\BNSF Only Sheet Set for Record\C-Traffic Control Plan-Intersection_BNSF_Close Up.dwg
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EXHIBIT B

EASEMENT AGREEMENT
FOR
MARILEE ROAD - DOT 672095P

EXHIBIT B

EASEMENT AGREEMENT
FOR MARILEE ROAD – DOT NO. 672095P
(C&M Agreement: BF-20577444)

THIS EASEMENT AGREEMENT FOR WIDENING OF MARILEE ROAD APRESTON ROAD CROSSING ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2025 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and City of Celina, a political subdivision of the State of Texas ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Celina, County of Collin, State of Texas, at Railroad Line Segment 1046, Mile Post 667.941, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement, BNSF Contract No. BF-205774445 dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"),. Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement**. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations.

Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee’s expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee’s expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor’s property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee’s expense, in accordance with all Environmental Laws. Grantee shall be the “Generator” of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor’s property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5)

days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be

delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of $2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

STREET AND UTILITY EASEMENT DESCRIPTION

TR1 - 0.166 ACRE

BEING a tract of land situated in the McMullen & McGloin Survey, Abstract No. 761, Grayson County, Texas and being a portion of the BNSF Railroad, and being more particularly described as follows:

BEGINNING at a point in the west line of said BNSF Railroad, same being common with the east line of a called 61.75-acre tract of land described as Tract II conveyed to JGR Real Estate, LP., and CCR Family Properties, LP., according to the document filed of record in Document No. 2023-23792 Official Property Records, Grayson County, Texas, from which a mag nail found for the southeast corner of said 61.75-acre tract bears with said common line, South 12°27'13" West, a distance of 21.94 feet;

THENCE North 12°27'13" East, with said common line, a distance of 98.82 feet to a point for corner, from which the northeast corner of said 61.75-acre tract bears North 12°27'13" East, a distance of 1,761.64 feet;

THENCE over and across said BNSF Railroad tract the following bearings and distances:

South 77°32'47" East, a distance of 14.00 feet to a point for corner;

South 12°27'13" West, a distance of 30.33 feet to a point for corner;

North 66°41'08" East, a distance of 19.32 feet to a point for corner;

South 77°33'18" East, a distance of 40.07 feet to a point for corner;

South 89°22'14" East, a distance of 30.93 feet to a point for corner in the east line of said BNSF Railroad, same being the west line of FM 289 (Preston Road);

THENCE South 12°27'13" West, with said common line, a distance of 65.61 feet to a point for corner;

THENCE North 89°08'10" West, over and across said BNSF Railroad, a distance of 102.10 feet to the **POINT OF BEGINNING** containing 7,228 square feet or 0.166 of an acre of land.

STREET AND UTILITY EASEMENT
JAMES M. CULWELL SURVEY,
ABSTRACT NO. 195,
MCMULLEN & MCGLOIN SURVEY,
ABSTRACT NO. 761
CITY OF CELINA
COLLIN COUNTY AND
GRAYSON COUNTY, TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DANIEL R. ARTHUR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5933
400 OKLAHOMA DR., SUITE 105
CELINA, TEXAS 75009

PH. 469-501-2200

400 North Oklahoma Dr., Suite 105 Tel. No. (469) 501-2200
Celina, Texas 75009 FIRM # 10194503 www.kimley-horn.com

Scale Drawn by Checked by Date Project No. Sheet No.

ALLEN, STEPHEN 1/21/2025 5:07 PM K:\CEL_SURVEY\064456304-MARILEE\DWG\SEP. INST\204456304 STREET ROW EASEMENT.DWG

daniel.arthur@kimley-horn.com

Kimley»Horn

STREET AND UTILITY EASEMENT DESCRIPTION

TR2 - 0.176 ACRE

BEING a tract of land situated in the James M. Culwell Survey, Abstract No. 195, Collin County, Texas and the McMullen & McGloin Survey, Abstract No. 761, Grayson County, Texas being a portion of the BNSF Railroad, and being more particularly described as follows:

BEGINNING at a point in the west line of said BNSF Railroad, same being the east line of a called 84.510-acre tract of land described as Tract 2 conveyed to JGR Real Estate, LP and CCR Family Properties, LP., according to the document filed of record in Document No. 2023000102867 Official Public Records, Collin County, Texas and corrected by Document No. 2023000139042 and described by deed recorded in Volume 4337, Page 762 O.P.R.C.C.T., from which a mag nail found for the northeast corner of said 84.510-acre tract bears with said common line, North 12°27'13" East, a distance of 22.27 feet;

THENCE South 89°49'33" East, over and across said BNSF Railroad tract, a distance of 102.36 feet to a point for corner in the east line of said BNSF Railroad tract, same being common with the west line of FM 289 (Preston Road);

THENCE South 12°27'13" West, with said common line, a distance of 77.05 feet to a point for corner;

THENCE over and across said BNSF Railroad the following bearings and distances:

North 89°22'14" West, a distance of 14.13 feet to a point for corner;

North 77°33'18" West, a distance of 48.12 feet to a point for corner;

North 89°22'14" West, a distance of 24.59 feet to a point for corner;

South 12°27'13" West, a distance of 47.41 feet to a point for corner;

North 80°05'35" West, a distance of 14.01 feet to a point for corner in the west line of said BNSF Railroad, same being common with the east line of said 84.510-acre tract, from which a 5/8-inch iron rod with cap stamped "KHA" bears South 12°27'13" West, a distance of 2,729.89 feet ;

THENCE North 12°27'13" East, with said common line, a distance of 111.25 feet to the **POINT OF BEGINNING** containing 7,686 square feet or 0.176 of an acre of land.

STREET AND UTILITY EASEMENT
JAMES M. CULWELL SURVEY,
ABSTRACT NO. 195,
MCMULLEN & MCGLOIN SURVEY,
ABSTRACT NO. 761
CITY OF CELINA
COLLIN COUNTY AND
GRAYSON COUNTY, TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DANIEL R. ARTHUR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5933
400 OKLAHOMA DR., SUITE 105
CELINA, TEXAS 75009

PH. 469-501-2200

400 North Oklahoma Dr., Suite 105 Tel. No. (469) 501-2200
Celina, Texas 75009 FIRM # 10194503 www.kimley-horn.com

Scale | Drawn by | Checked by | Date | Project No. | Sheet No.

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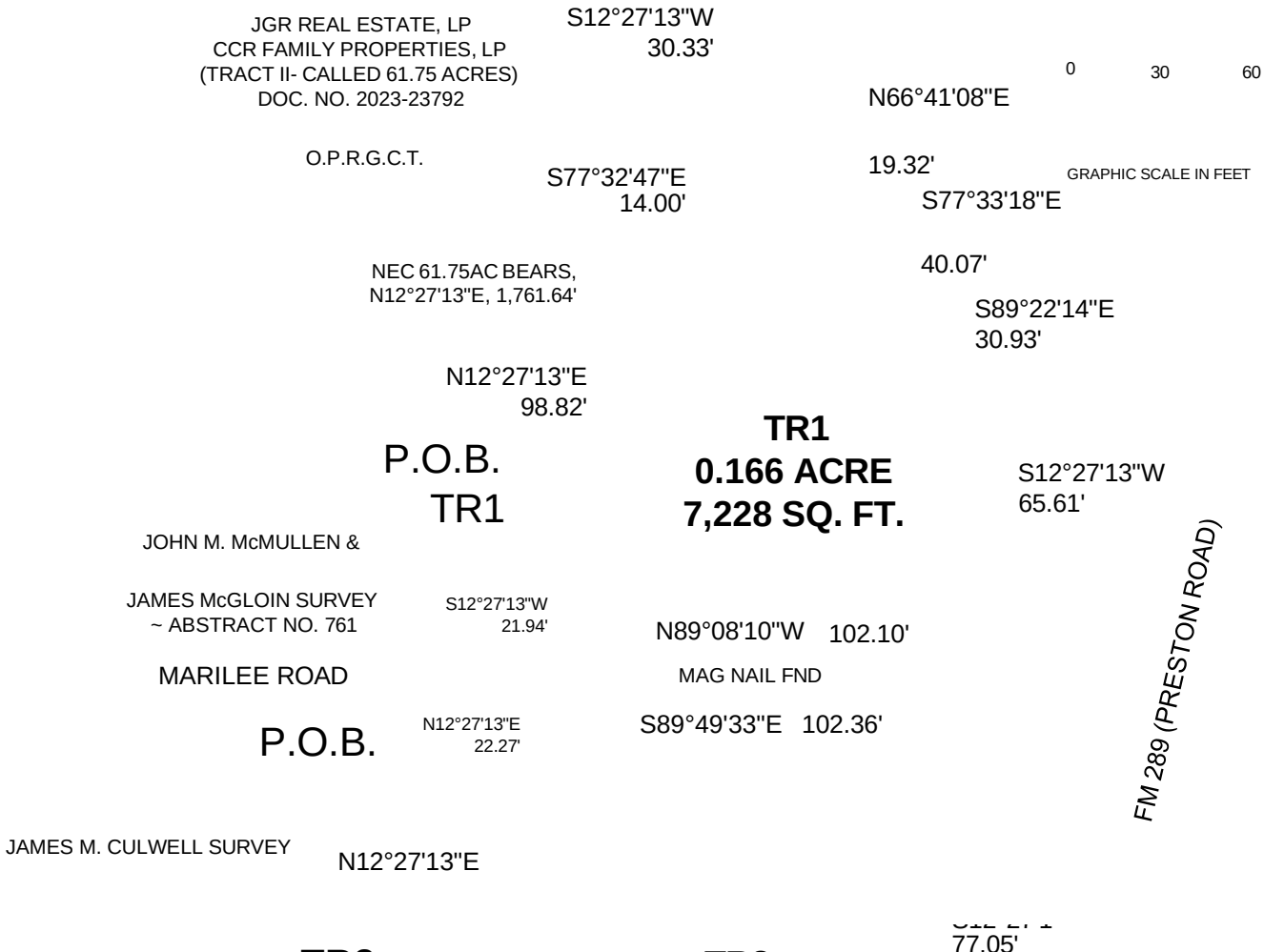
Kimley»Horn



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DOC. NO. 2023000139042

DESCRIBED BY METES & BOUNDS IN

VOLUME 4337, PAGE 762

5/8" IRFC @SEC	N89°22'14"W	14.13'

S12°27'13"W 48.12'

N80°05'35"W

47.41'

14.01'

NOTES

All bearings shown are based on grid north of the Texas

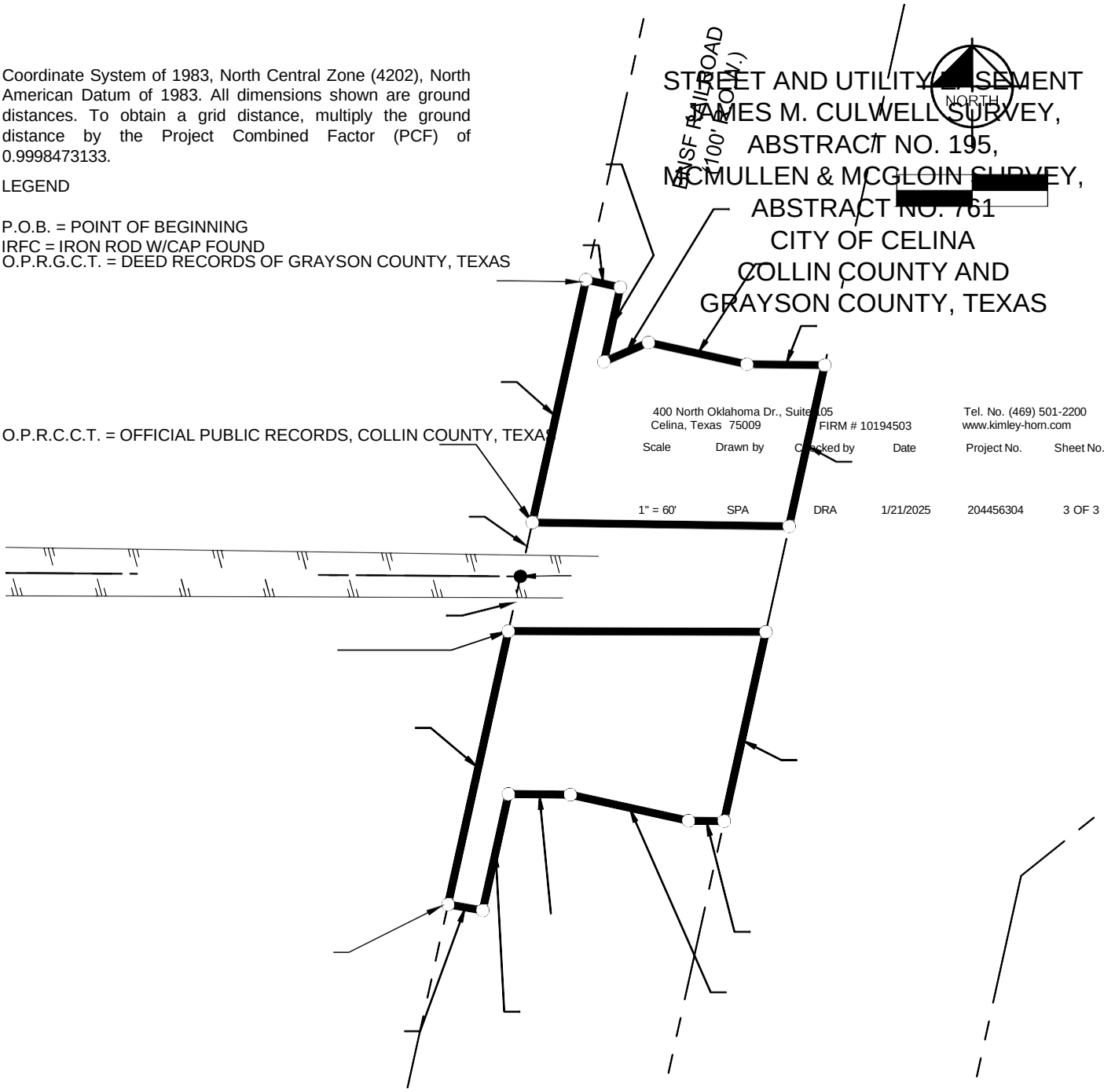
STREET AND UTILITY EASEMENT
JAMES M. CULWELL SURVEY, ABSTRACT NO. 195, MCMULLEN & MCGLOIN SURVEY, ABSTRACT NO. 761
CITY OF CELINA
COLLIN COUNTY AND GRAYSON COUNTY, TEXAS

Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998473133.

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
O.P.R.G.C.T. = DEED RECORDS OF GRAYSON COUNTY, TEXAS

O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



400 North Oklahoma Dr., Suite 105
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FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SPA	DRA	1/21/2025	204456304	3 OF 3

Kimley»Horn

ALLEN, STEPHEN 1/21/2025 5:07 PM K:\CEL_SURVEY\064456304-MARILEE\DWG\SEP. INST\204456304 STREET ROW EASEMENT.DWG

EXHIBIT "B-1"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of_____, 201_, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in _____ County, _____ as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 201_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

_____
Notary Public

My appointment expires:_____

(Seal)

GRANTEE:

_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of _____, a _____.

_____
Notary Public

My appointment expires:_____

(Seal)

SCALE: 1 IN = 75 FT

EXHIBIT "A"

JLL TI#: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA = -
R/W = R67358

N

Marilee Rd

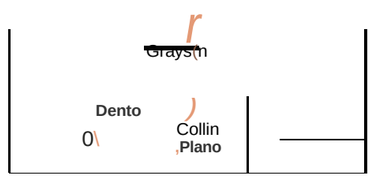
Co Rd 60

County Line Rd

Co Rd 107

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used
the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

TO: COLLIN COUNTY
AT: CELINA
COLLIN/ GRAYSON COUNTY, TX



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M)MEASUREMENT

RED RIVER DIVISION
MADILL SUBDIVISION - L.S. 1046-7
VAL.SEC. 45006
SLSF&TX RY TX-01, MAP 12
SURVEY. CULWELL, JM / MCMULLEN, J & MCGLOIN, J
DATE: 3/19/2025
MP 667.92

LEGEND:

E'.Za	PERMANENTEASEMENT
◆	TEMPORARY EASEMENT
C::::J	RIGHT OF WAY LINE
--	PARCEL LINES
-	TRACK

REVISION 1

DRAWN BY:NAF DRAWING NO. 93727

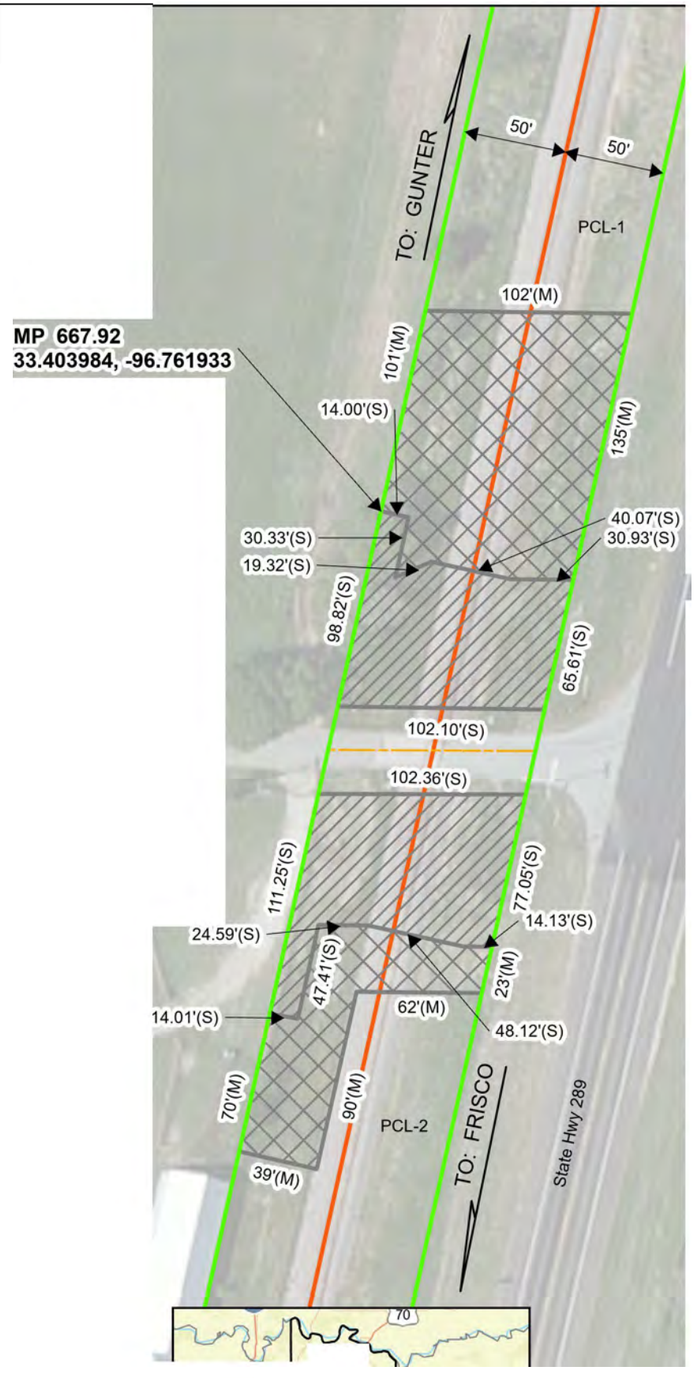


EXHIBIT C/C-1

RAILROAD'S RIGHT OF ENTRY AGREEMENT FOR CITY OF CELINA CONTRACTOR FOR MARILEE ROAD - DOT 672095P

Contract Number: BF-_____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the reconstruction and widening of roadway approaches and construction of new sidewalks at MARILEE ROAD (COUNTY ROAD 60) – DOT No. 672095P, located at railroad milepost 667.941 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Celina, Texas, GPS: GPS: 33.4036717, -96.7618499.

A. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

B. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

C. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Contract Number: BF-_____

CITY OF CELINA
Attn: Andy Glasgow
142 N. Ohio Street
Celina, TX 75009
Email: AGlasgow@celina-tx.gov
Office: 972-382-2682

D. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

E. The Contractor must notify CITY OF CELINA's Andy Glasgow at Office # 972-382-2682 and E-Mail: AGlasgow@celina-tx.gov and Railway's Manager Public Projects (Tim Huya) at Office # 817-352-2902 and E-Mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file: DOT No. 672095P – Marilee Road in Celina, TX, and Railway's Contract No. _____.

F. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The

Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

G. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Project Engineer **Andrea Haisten at Andrea.Haisten@bnsf and 913-293-9907** and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25’ Horizontally from centerline of nearest track
- 23’ 6” Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **CITY OF CELINA, TEXAS** and must not be undertaken until approved in writing by the Railway, and until the **CITY OF CELINA, TEXAS** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **CITY OF CELINA, TEXAS** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and

other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.erailsafe.com**, in addition to any other applicable regulatory requirements.

ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized

identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

i) When, upon inspection by Railway's Representative, other conditions warrant.

ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

iii) When work in any way interferes with the safe operation of trains at timetable speeds.

iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR (insert Contractor's Name)** . The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

iv) The average train traffic on this route is **10** freight trains per 24-hour period at a timetable speed **40** MPH and **0** passenger trains at a timetable speed of **n/a** MPH.

6) Contractor General Safety Requirements

A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or

equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF

THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **Eliud Acevedo at Eliud/Acevedo@bnsf.com and mobile # 817-652-0166 and BNSF's Signal Supervisor Andy Bass at Andy.Bass@bnsf.com and mobile # 817-881-3609.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor

must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and**/**or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.

F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.

G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).

B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33

U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

Contract Number: BF-_____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

_____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Contract Number: BF-_____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

_____

_____

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

_____

Treatment:

- □ First Aid Only
- □ Required Medical Treatment
- □ Other Medical Treatment: _____

Dr. Name: _ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT…." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

Contract Number: BF-_____

EXHIBIT "C-1"

Agreement Between

BNSF RAILWAY COMPANY

and the

CONTRACTOR

Railway File: **DOT No. 672095P**

Agency Project: Reconstruction and widening of Marilee Road in Celina, TX

_____ **[Contractor]** , (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, [insert the date of the contract between **CITY OF CELINA, TEXAS** and the Contractor here] with **CITY OF CELINA, TEXAS** for the performance of certain work in connection with the following project: reconstruction and widening of roadway approaches and construction of new sidewalks at MARILEE ROAD (COUNTY ROAD 60) – DOT No. 672095P, located at railroad milepost 667.941 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Celina, Texas, GPS: GPS: 33.4036717, -96.7618499. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **CITY OF CELINA, TEXAS** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury and Advertising Injury

(3) Fire legal liability

(4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.

(2) Waiver of subrogation in favor of and acceptable to RAILWAY; and

(3) Additional insured endorsement in favor of and acceptable to RAILWAY and

include coverage for ongoing operations and completed operations; and

(4) Separation of insureds; and

(5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.

iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

i) The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:

(1) Bodily injury and property damage

(2) Any and all vehicles owned, used or hired

ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to RAILWAY;

(2) Additional insured endorsement in favor of and acceptable to RAILWAY;

(3) Separation of insureds;

(4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

i) Workers Compensation and Employers Liability insurance including coverage for, but

not limited to:

(1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(2) Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

iv) Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

v) Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus / Vertikalrms
P.O. Box 827
Riverside, CA 92502
BNSF@Vertikalrms.com

vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions

are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage,

remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the “Generator” of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway’s property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.
Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor’s reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad’s request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor’s use of the property or right of way to determine Contractor’s compliance with Environmental Laws, it being solely Contractor’s responsibility to ensure that Contractor’s use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)” shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal

Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and

contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

E. Contractor and its subcontractors must give Railway's Roadmaster **Eliud Acevedo at Eliud/Acevedo@bnsf.com and mobile # 817-652-0166** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

Contract Number: BF-_____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

_____
(CONTRACTOR)

Signature:_____

Printed Name: _____

Title: _____

Date:_____

Contact Person: _____

E-mail: _____

Address:_____

City:_____

State: ____ Zip:_____

Phone:_____

On-Site Project
Contact Person: _____

E-mail: _____

Mobile #: _____

Contact Person: _____

E-mail: _____

Mobile #: _____

Contract Number: BF-_____

BNSF RAILWAY COMPANY

Signature:_____

Printed Name: Timothy J. Huya

Title: Manager Public Projects II

Accepted and
Effective Date:_____

EXHIBIT D

RAILROAD COST ESTIMATE
FOR
MARILEE ROAD - DOT 672095P

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT D - Railroad SURFACE Estimate for
MARILEE RD - DOT 672095D
Revised on 5/28/2025

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CELINA

LOCATION NSS PROSPER | DETAILS OF ESTIMATE | PLAN ITEM : 100116000 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP RDW DIV MADILL SUB LS 1046 MP 677.94 -
BNSF TO REMOVE EXISTING CROSSING AND INSTALL NEW 184-FT CONCRETE CROSSING AT DOT 672095P - MARILEE ROAD IN CELINA, TX. CITY OF CELINA OR ITS CONTRACTOR TO CONSTRUCT ROADWAY AND SIDEWALK APPROACHES.
100% BILLABLE TO CITY OF CELINA.

PRIMARY FUNDING SOURCE IS CITY FUNDS
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE FIELD WELDS - CAP	160.0	MH	6,463	
PLACE SIGNS	24.0	MH	949	
REMOVE PUBLIC CROSSING	16.0	MH	630	
REMOVE TRACK	13.0	MH	514	
REPLACE PUBLIC CROSSING - TOTAL REHAB	368.0	MH	14,476	
REPLACE RAIL/OTM - CAP	109.0	MH	4,309	
REPLACE TRACK PANELS - CAP	84.0	MH	3,321	
SURFACE TRACK - REPLACEMENT - CAP	23.0	MH	940	
UNLOAD BALLAST - REPLACEMENT - CAP	14.0	MH	554	
UNLOAD TRACK PANELS - REPLACEMENT	30.0	MH	1,186	
PAYROLL ASSOCIATED COSTS			21,160	
DA OVERHEADS			39,368	
EQUIPMENT EXPENSES			33,087	
INSURANCE EXPENSES			6,604	
TOTAL LABOR COST			133,561	133,561
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	600.0	**NT** **	9,522	
PANEL,TRACK;40FT;136LB;SC;10FT;PANDROL	6.0	**EA** **	44,124	
RAIL, TRANS,136N;132W; 40 FT; UNVRSL	4.0	**EA** **	4,924	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	414.0	**EA** **	1,238	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.0	**KT** **	328	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	184.0	**FT** **	34,293	
XING CONC RAMP 136LB COMPLETE SET	1.0	**ST** **	349	
BLUE EMERGENCY/DOT # SIGNS	4.0	EA **	200	
RAILROAD CROSSING (48-IN DOUBLE SIDED) SIGNS	4.0	EA **	200	
SIGN HARDWARE	1.0	EA **	100	
STOP SIGN (36 IN)	4.0	EA **	200	
TIMBER SUPPORT POSTS	4.0	EA **	320	
MATERIAL HANDLING			4,787	
ONLINE TRANSPORTATION			9,301	
USE TAX			7,318	
OFFLINE TRANSPORTATION			1,083	
TOTAL MATERIAL COST			118,287	118,287
**********				
OTHER				
**********				
CONTRACT IN-TRACK WELDER	4.0	DAY	17,200	
TOTAL OTHER ITEMS COST			17,200	17,200
PROJECT SUBTOTAL				269,048
CONTINGENCIES				24,169
BILL PREPARATION FEE				2,933
GROSS PROJECT COST				296,150
LESS COST PAID BY BNSF				0

TOTAL BILLABLE COST	296,150

EXHIBIT D - Railroad SIGNAL Estimate for MARILEE RD - DOT 672095D Revised on 6/26/2025

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CELINA, TX

LOCATION GUNTER | DETAILS OF ESTIMATE | PLAN ITEM : 000373919 | VERSION : 3

PURPOSE, JUSTIFICATION AND DESCRIPTION

MARILEE ROAD - CELINA, TX; INSTALL CONSTANT WARNING / FLASHERS / GATES / CANTILEVERS; RED RIVER DIV; MADILL SUBDIV; LS 1046; MP 667.94; DOT# 672095P; SEQ# 100117.

MONTHLY POWER UTILITY COST CENTER : 61698.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

********** SIGNAL WORK ONLY **********

THE CITY OF CELINA, TX IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M		COST	TOTAL $
**********					
LABOR					
**********					
SIGNAL FIELD - INSTALL	1121.0	MH		67,030	
SIGNAL SHOP LABOR - CAP	0.01	MH		1	
PAYROLL ASSOCIATED COSTS				42,550	
DA OVERHEADS				79,156	
EQUIPMENT EXPENSES				21,040	
INSURANCE EXPENSES				13,285	
TOTAL LABOR COST				223,062	223,062
**********					
MATERIAL					
**********					
ARRESTOR, MDSA-1 XS	1.0	EA	N	521	
BATTERY, VGL-350	19.0	EA	N	7,574	
BELLS	5.0	EA	N	1,411	
BUNGALOW 8X8 W/ AC	1.0	LS	N	16,928	
BUNGALOW MATERIAL	1.0	LS	N	13,223	
BUNGALOW, WIRE AND TEST	1.0	LS	N	5,658	
CABLE, 2C/6 TW	500.0	FT	N	1,010	
CABLE, 3C/2	250.0	FT	N	1,920	
CABLE, 5C/10	650.0	FT	N	1,684	
CABLE, 5C/6	1250.0	FT	N	8,338	
CABLE, 7C/14	1250.0	FT	N	4,063	
CANTILEVER (REQUIRES QUOTE)	3.0	EA	N	62,940	
CHARGERS, 12/80 (20/40/60)	2.0	EA	N	3,347	
CONSTANT WARNING, XP4, 1TK	1.0	EA	N	18,259	
ELECTRICAL MATERIAL	1.0	LS	N	3,000	
EVENT RECORDER	1.0	EA	N	5,625	
FIELD MATERIAL	1.0	LS	N	10,643	
FILL DIRT	20.0	CY	N	500	
FLASHER ASSEMBLY, COMPLETE	3.0	EA	N	11,982	
FOUNDATION, CANT	3.0	EA	N	21,589	
FOUNDATION, GATE	7.0	EA	N	7,271	
GATE KEEPER/SAVER	4.0	EA	N	5,434	
GATE MECHANISM, S-60 COMPLETE	4.0	EA	N	24,420	
LED LIGHT	40.0	EA	N	8,906	
RELAY	6.0	EA	N	8,048	
SHUNT, NBS	2.0	EA	N	2,100	
SURFACE ROCK	10.0	CY	N	500	
USE TAX				22,105	
OFFLINE TRANSPORTATION				3,226	
TOTAL MATERIAL COST				282,225	282,225

****
OTHER
****

AC POWER SERVICE	1.0 EA N	12,500	
CONTRACT ENGINEERING	1.0 LS N	10,000	
MACHINE RENTAL	1.0 LS N	5,250	
TOTAL OTHER ITEMS COST		27,750	27,750
PROJECT SUBTOTAL			533,037
CONTINGENCIES			53,303
BILL PREPARATION FEE			5,864
GROSS PROJECT COST			592,204
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			592,204

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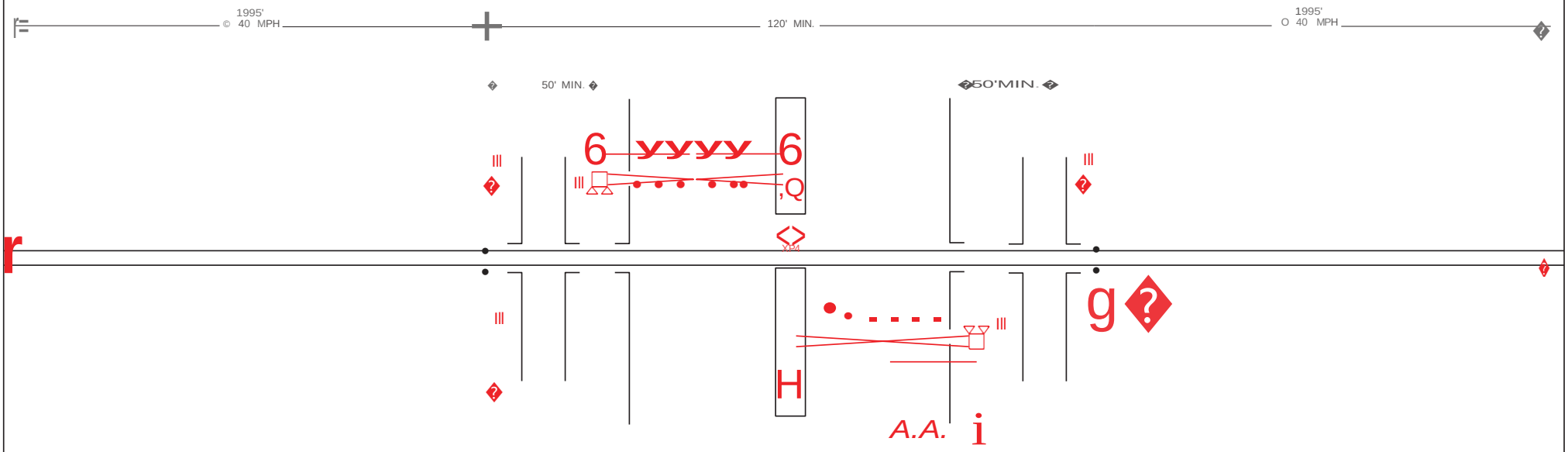
BNSF RAILWAY COMPANY



M.P. 667.94
MARILEE ROAD
DOT • 672 095 P

PROJECP 100117

RAILROAD BUNGALOW	HARD WIRED SHUNT	BIDIRECTIONAL CROSSING CONTROL	TION
BELL		CROSSING CONTROL CONNEC	CANTILEVER

DRAWING SYMBOLS

SCOPE OF WORK
INSTALL: FLASHERS, GATES, CANTILEVERS & BUNGALOW

GATE MECHANISM

AC POWER METER

INSULATED JOINTS

NARROW BAND SHUNT

UNIDIRECTIONAL CROSSING CONTROL

GENERAL INFORMATION

CONTROL DEVICES:
CONSTANT WARNING
SALVAGE:
NONE

RED IN YELLOW, OUT

LOCATION
STREET
LINE
SEGMENT
MILEPOST
□OP
DIVISION
SUBDIVISION OFFICE
SCALE
FILE
DRAW

CELINA, TX MARILLE ROAD 1046667.946720 95 PRED RIVER MA

DILL

KANSAS CITY, KS NOT TO SCALE

100117-STATES KETCH-.DGN AMW

+

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: November 11, 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 Ousley Park Stream Restoration Project. (Glasgow)

Background Information:
The Ousley Park Master Plan was adopted by the City Council on January 9, 2024. The Park will be constructed in phases, with the first phase being the restoration of the Doe Branch Creek that runs through the Park. The restoration will extend from Preston Road to Oklahoma Drive. Additionally, the first phase will include a 12-foot trail on both sides of the creek. To construct the trails, additional easements are needed on three privately-owned properties. This Resolution will authorize the City Manager to execute any documents required for the acquisition.

Legal Review:
Legal Counsel has reviewed the proposed Resolution for compliance with state law.

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

Financial Consideration:
Funding for the acquisition of the right-of-way and easements will be paid from bond funds.

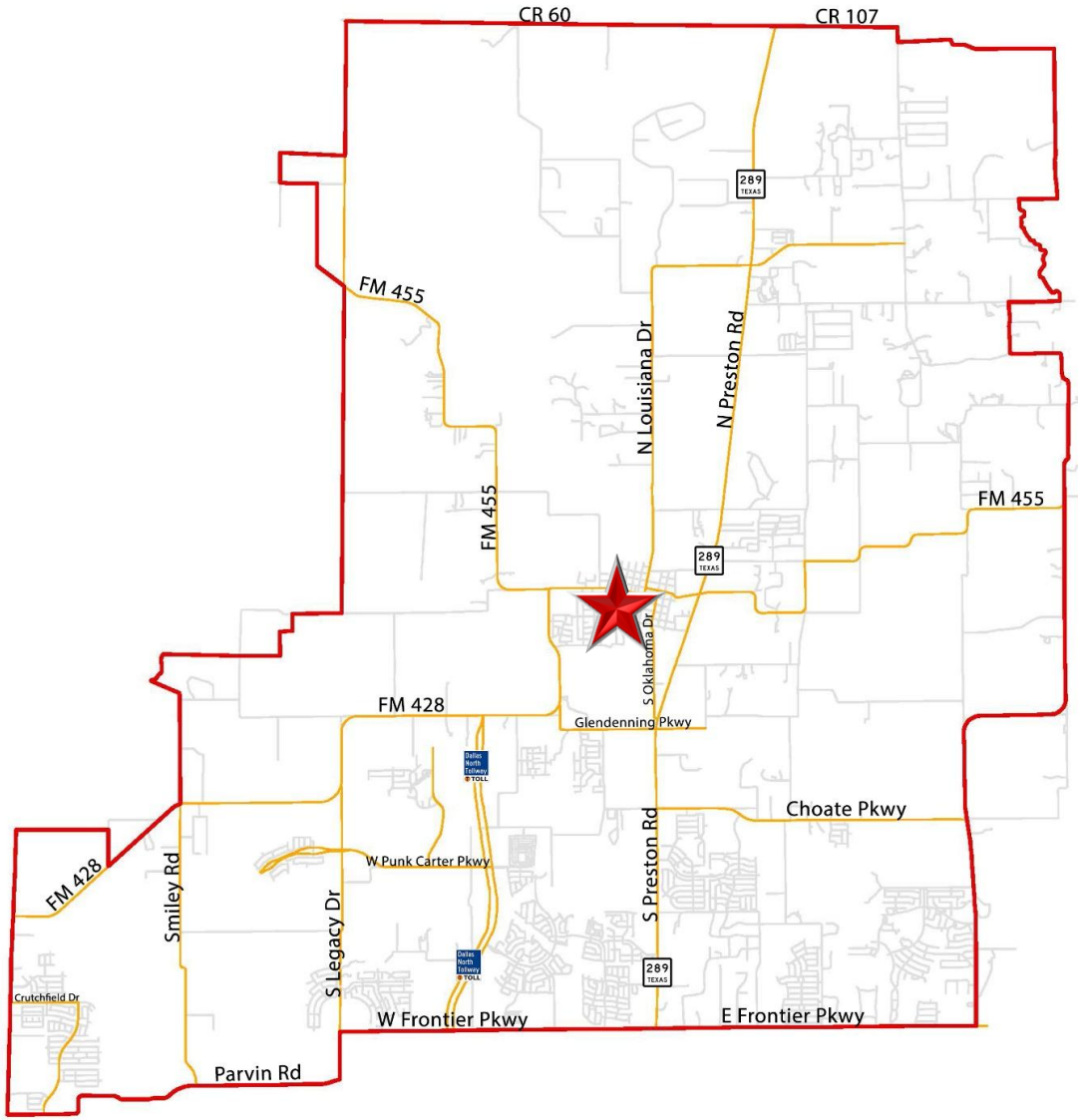
Staff Recommendation:
Staff recommends approval.

OUSLEY PARK STREAM RESTORATION EASEMENT ACQUISITION RESOLUTION

November 11, 2025

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

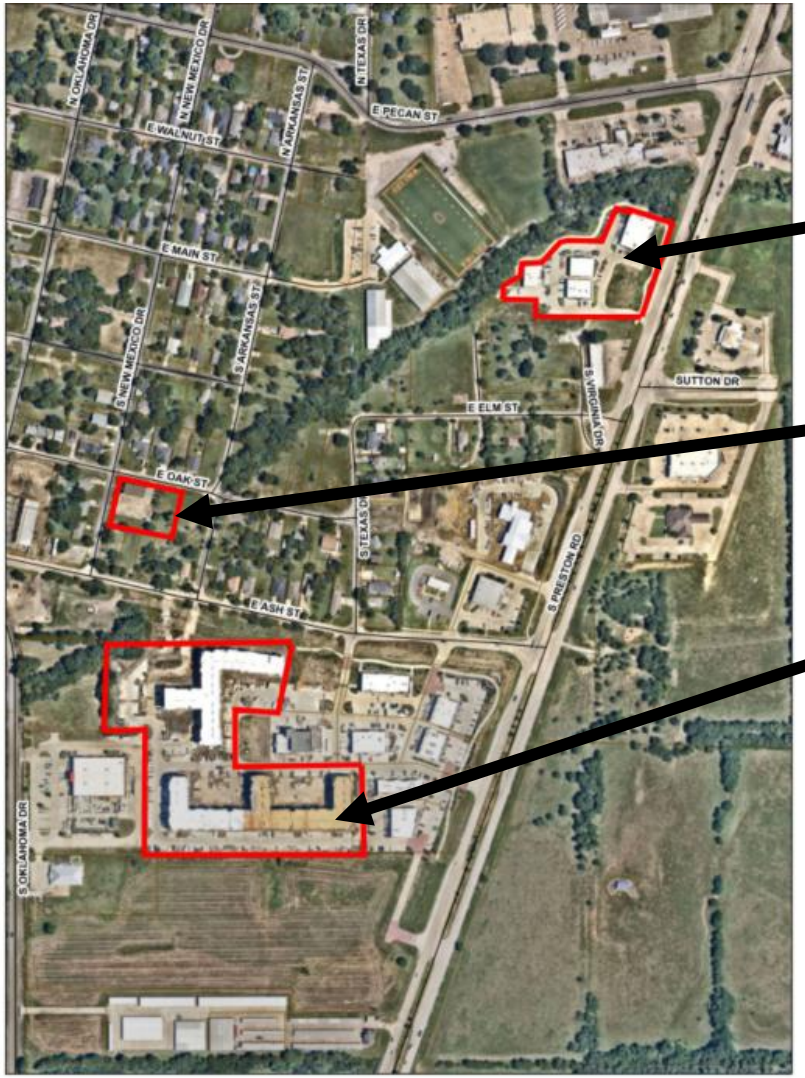
LOCATION MAP



BACKGROUND

- The Ousley Park masterplan was adopted by city council on January 09, 2024.
- The park will be constructed in phases, with the first phase being the restoration of the Doe Branch creek that runs through the park.
- The restoration will extend from Preston Road to Oklahoma Drive.
- Additionally, the first phase will include a 12-foot trail on both sides of the creek.
- To construct the trails, additional easements are needed on three privately owned properties. This resolution will authorize the city manager to execute any documents required for the acquisition.

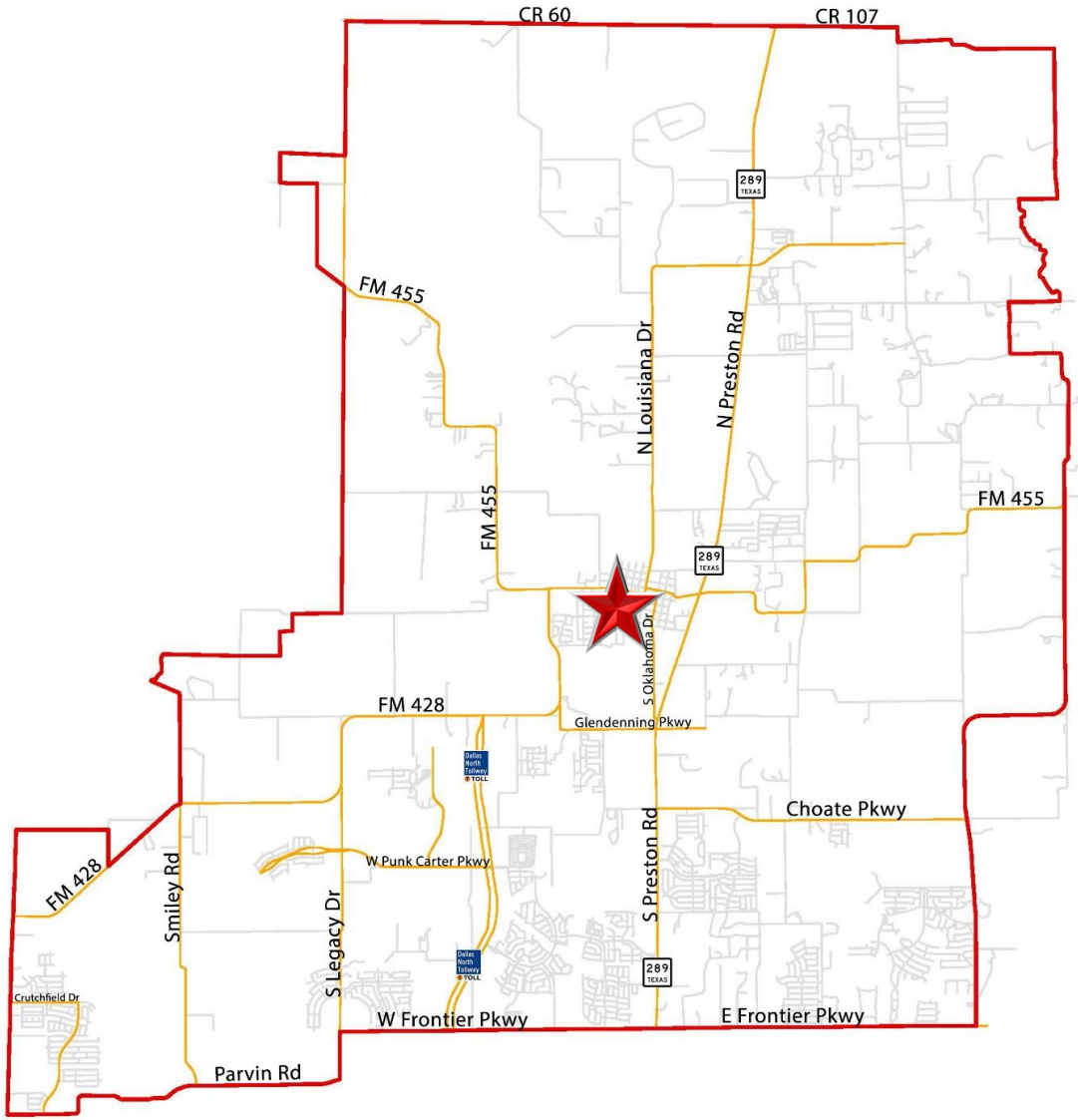
PROPERTIES OF INTEREST



Property ID	Owner	Legal Description	City	State	Zip Code
2904444	DOE BRANCH OFFICE PARK LLC	DOE BRANCH ADDITION (CCL), BLK A, LOT 1	Celina	TX	75009
2656433	ST PHILLIPS BAPTIST CHURCH	CELINA ORIGINAL DONATION (CCL), BLK 58, LOT 3R	Celina	TX	75009
2872829	CELINA DEPOT JV LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 126, 9.125 ACRES	Celina	TX	75009

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 OUSLEY PARK PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of the Ousley Park project (the "Project").

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

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

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit "B" on behalf of the City of Celina.

Section 3: This Resolution shall become effective upon the date of passage.

DULY PASSED AND APPROVED by the City Council of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2904444	DOE BRANCH OFFICE PARK LLC	DOE BRANCH ADDITION (CCL), BLK A, LOT 1	Celina	TX	75009
2872829	CELINA DEPOT JV LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 126, 9.125 ACRES	Celina	TX	75009
2656433	ST PHILLIPS BAPTIST CHURCH	CELINA ORIGINAL DONATION (CCL), BLK 58, LOT 3R	Celina	TX	75009

Exhibit B

N OKLAHOMA DR
N NEW MEXICO DR
N ARKANSAS ST
N TEXAS DR
E PECAN ST
E WALNUT ST
E MAIN ST
S NEW MEXICO DR
S ARKANSAS ST
S VIRGINIA DR
SUTTON DR
E ELM ST
E OAK ST
S TEXAS DR
S PRESTON RD
E ASH ST
S OKLAHOMA DR

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: November 11, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Kimley-Horn for the Long Range Traffic Volume Projection Model covering the entire City limits in an amount not to exceed $128,000.00. (Glasgow)

Background Information:

The City of Celina has received several requests to downsize or remove classified roadways from the Thoroughfare Plan. These requests could affect the overall roadway network and long-term mobility. The City currently does not have a model to accurately identify the function, capacity and future needs of roadways within the system.

This model will help establish a citywide Long-Range Traffic Projection to support transportation planning. It will serve as an important planning tool to forecast future traffic volumes across the City's thoroughfare network, and it will help the City better understand traffic growth patterns and determine whether updates or modifications to the adopted Thoroughfare Plan are needed to support future development.

Additionally, the data from the Roadway Impact Fee Update project will be incorporated to ensure coordination with existing transportation planning efforts. The information in this model will also be used to support the City's 5-Year Capital Improvement Projects (CIP) by helping prioritize roadway projects per transportation needs.

The City maintains an executed Master Agreement for Professional Services with Kimley Horn for on-call services. The City Council authorized the agreement in 2022 for a period of five (5) years.

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

Supporting Documents:

1. Staff Presentation
2. Work Authorization

Financial Consideration:

Funding is available through general funds. Expenditures 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 for design services as presented.

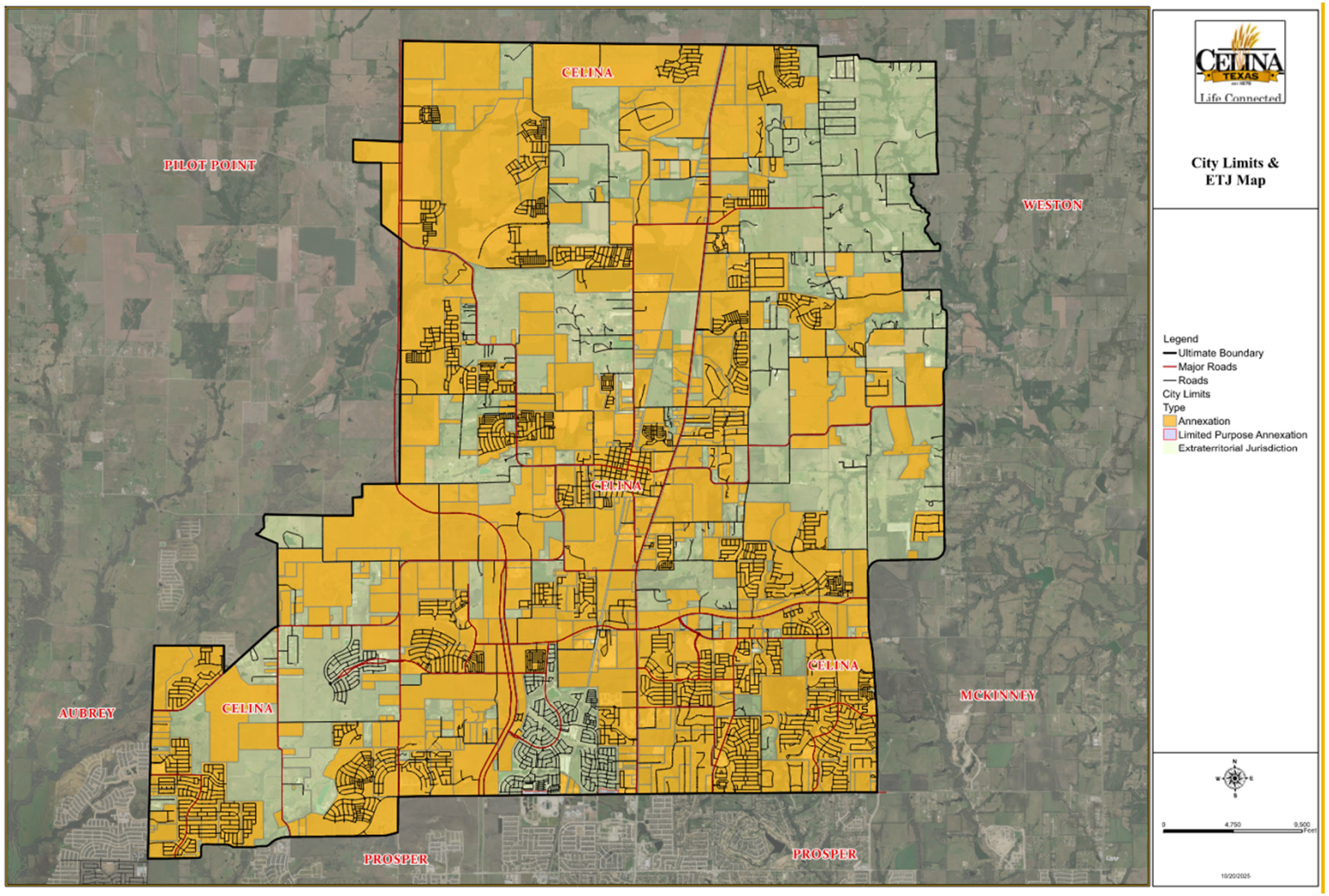
LONG RANGE TRAFFIC VOLUME PROJECTION MODEL

November 11th, 2025

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

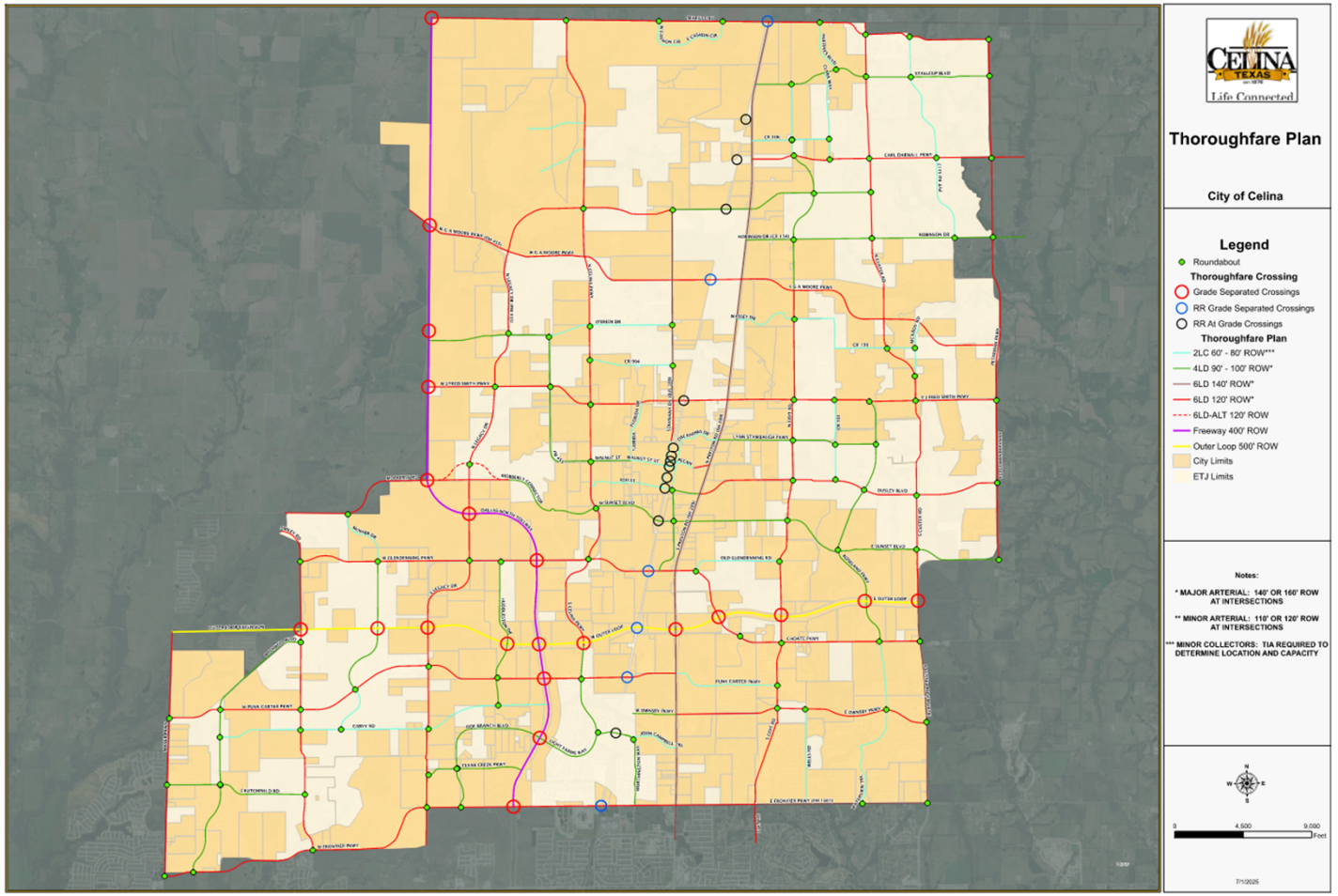
LOCATION MAP

- City-wide



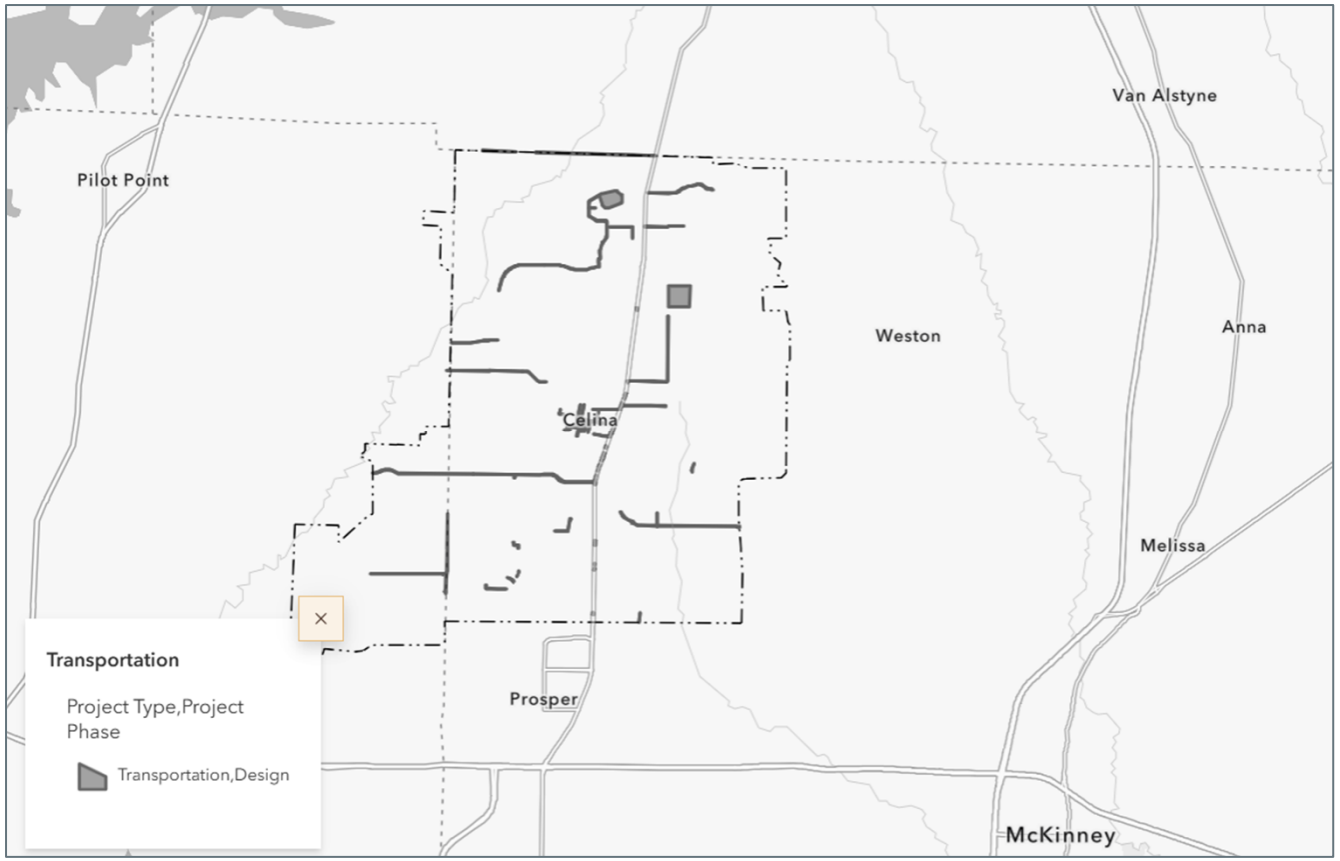
BACKGROUND

- The City received several requests to downsize or remove classified roadways from the Thoroughfare Plan.
- These requests could affect the overall roadway network and long-term mobility.
- The City currently does not have a model to accurately identify the function, capacity and future needs of roadways within the system.



BACKGROUND

- The model will help establish a citywide Long-Range Traffic Projection to support transportation planning.
- It help determining whether updates or modifications to the adopted Thoroughfare Plan are needed to support future development.
- The model will also be used to support the City's 5-Year Capital Improvement Projects (CIP) by helping prioritize roadway projects per transportation needs.



FACTS

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

- Proposed design fee is $128,000.00.

- Design Model schedule to complete by February 2026.

QUESTIONS?

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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** (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:	Long Range Traffic Projection		
Engineer Project #		**Work Authorization Date:**	
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Project #:**	R120
Engineer Representative	Nathan Ante	**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 _____ 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**
	Louis Ante (Oct 28, 2025 16:00:17 CDT)
Signature	Signature
	Louis Ante
Printed Name & Title	Printed Name & Title
	Oct 28, 2025
Date	Date

EXHIBIT "A"
SERVICES TO BE PROVIDED BY KIMLEY-HORN

I. PROJECT DESCRIPTION

The City requests the Consultant to develop a travel demand model that will encompass the entire City limits and ETJ areas. The model will be used to understand future traffic demand on the thoroughfare network and evaluate any necessary changes to the adopted thoroughfare plan. Information developed as part of the City's Roadway Impact Fee Update project will be utilized. Services by the Consultant shall include all aspects of the work set forth in the following scope of services.

II. TASK SUMMARY, BASIC SERVICES

A. Base Year Model Development and Calibration/Validation

The Consultant will develop a Base Year travel demand model, which will serve as a sub-area model for the City, based on general parameters from the NCTCOG regional travel demand model (trip rates, population and employment densities, speed adjustments, etc.). As part of the model development, the Consultant will perform the following tasks:

a. Daily traffic volume information from 2024 will be provided by City staff. This scope assumes that up to twenty (20) additional 24-hour volume counts will be collected to supplement the data already collected by the City. These counts will be used for the base year model validation and calibration process.
b. Utilize available big data sources (i.e. Replica) to establish origin-destination routes and volumes throughout the model study area to understand traffic patterns at the external stations through the model sub-area.
c. Review comprehensive plans and thoroughfare networks from surrounding municipalities to ensure that the external model network is consistent with other plans (i.e. Collin County, Prosper, Frisco, Plano, McKinney, etc.).
d. Develop a base year model highway network of all existing City thoroughfares as identified on the current Master Thoroughfare Plan (MTP) based on aerial photography and data collected as part of Task 1. A field review of the inventory will also be performed. Any roadways that were under construction and open to track in 2024 will be accounted for in the base year modeling.
e. Develop base year traffic analysis zones (TAZs), using the Master Thoroughfare Plan as a basis for the zone boundaries. Code in centroid connections from the TAZs to the model highway network. This exercise will use NCTCOG boundaries as a base and break those into smaller zones.
f. Assign City provided base year demographics (households, population, employment) for the sub-divided TAZs. Trip production rates will be based on the NCTCOG and refined for the sub-area model using the latest NHTS data. This demographic data from the City's Roadway Impact Fee Update project will be utilized.
g. Identify external station locations. Using origin-destination data collected from Task 1, external trip characteristics will be evaluated. The number of base year vehicle trips at each external station will be set equal to the ground counts at those locations. Autos and trucks (single-unit and combined-unit) will be modeled separately based on available vehicle classification counts. Kimley-Horn will develop directional split factors based on ground counts at each external station. A K-factor matrix will be developed for the external-external trip distribution gravity model for distribution of through trips between external stations.
h. External-internal trips are assumed to be produced at external stations and attracted to internal zones and will be derived at the TAZ level based on various employment categories and total number of households. A gravity model will be used to distribute EI trips from external station to internal TAZs.

i. The base year traffic assignment will be run using TransCAD.

Kimley-Horn will perform calibration and validation of the base year model, based on NCHRP Report 716 – Travel Demand Forecasting: Parameters and Techniques and the Travel Model Validation and Reasonableness Checking Manual, Second Edition. The calibration and validation process will involve adjusting model trip production rates and centroid connector locations. The following measures will be evaluated by comparing model results with observed traffic counts:

a. Coefficient of determination (R square);
b. Percent Root Mean Square Error (RMSE) area wide, by volume group, and by functional classification;
c. Percent difference of volume by facility type;
d. Percent difference of volume-by-volume group; and
e. Percent difference of volume at screen lines and cut lines.

Kimley-Horn will prepare a calibration and validation memo to document the results of the base year model. Model output files will be provided to the Client. Individual maps will be prepared and provided to the Client detailing the model highway network (number of lanes and functional classification), TAZ demographics, and total model volumes.

B. Future Year Travel Demand Modeling

Kimley-Horn will develop a base Build-Out travel demand model that covers the study area limits, using the model developed as part of Task II as a base. Kimley-Horn will develop a future model highway network to include all City thoroughfare roadways at full build-out based on the currently adopted MTP. Kimley-Horn will develop build-out demographics of all TAZs within the City limits based on data provided by the City.

The NCTCOG travel demand model future year scenarios will be used to adjust the external zone target volumes to ensure that regional roadway projects are accounted for in the sub-area model. Kimley-Horn will run the Base Build-Out travel demand model and provide the output files to the City.

Kimley-Horn will develop a modified Build-Out travel demand model based on discussion with City staff regarding throughfare additions/removals and upgrades/downgrades. The modified Build-Out model will be run using a proposed MTP network. Individual maps will be prepared and provided to the City detailing the model highway network (number of lanes and functional classification), TAZ demographics, and total model volumes.

C. Travel Demand Model Report and Mapping

Kimley-Horn will prepare individual maps and provided to the City detailing the model highway network (number of lanes and functional classification), TAZ demographics, and total model volumes for each of the model scenarios performed in Task II and Task III. A map of any revisions to the adopted thoroughfare plan will be developed.

Kimley-Horn will prepare a report that summarizes the travel demand modeling process, validation/calibration, and a summary of the future base modeling. The report will be submitted to the City for review, and Kimley-Horn will revise the report based on up to two (2) rounds of comments from the City.

III. TASK SUMMARY, SPECIAL SERVICES

A. Public Meetings

Kimley-Horn will prepare for and attend meetings outside of standard project update meetings, including but not limited to City Council, City Planning & Zoning, and City review meetings. This task estimates up to fifteen (15) hours of labor effort for these meetings.

- End of Scope of Services

EXHIBIT "B"
COMPENSATION

I.	Basic Services (Lump Sum)		
	A.	Base Year Model Development	$82,900
	B.	Future Year Model Development	$25,700
	C.	Travel Demand Model Report	$14,400
	Basic Services Total (Lump Sum)		**$123,000**
II.	Special Services (Cost Plus Not To Exceed)		
	A.	Public Meetings	$5,000
	Special Services Total (Cost Plus Not To Exceed)		**$5,000**
	Project Budget, Grand Total (Not to Exceed)		**$128,000**

EXHIBIT “C”
TIME / SCHEDULE

Timeline: Within 120 working days of execution of contract.

EXHIBIT “D”
DELIVERABLES

See **EXHIBIT “A”**.

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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: November 11, 2025

Agenda Item:
Consider and act upon a Resolution to purchase a right-of-way related to drainage and roadway for J Fred Smith Parkway from Louisiana Drive to Preston Road. (Glasgow)

Background Information:
The City of Celina entered into a development agreement (DA) with RCI-Celina 115, LLC in December 2019. As part of this agreement, RCI-Celina 115, LLC assumed the responsibility to construct J Fred Smith Parkway from Preston Road to approximately 3,510 feet east of Preston Road connecting to Louisiana Drive. The proposed roadway will require approximately sixty feet (60') of right-of-way (ROW) and will provide two concrete lanes as an interim condition. The developer has conveyed that they have used reasonable efforts to obtain the necessary ROW and easements to construct the public infrastructure. Those efforts have been unsuccessful, and per the development agreement, the City is to take reasonable steps to secure the ROW and associated easements for the public good. The proposed Resolution authorizes the acquisition of the ROW and the easements.

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 paid or incurred by the City in the exercise of its eminent domain powers with the ROW and easement acquisitions.

Legal Review:
Resolution has been previously reviewed and approved.

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

Financial Consideration:
The developer will be responsible for the cost of the acquisition.

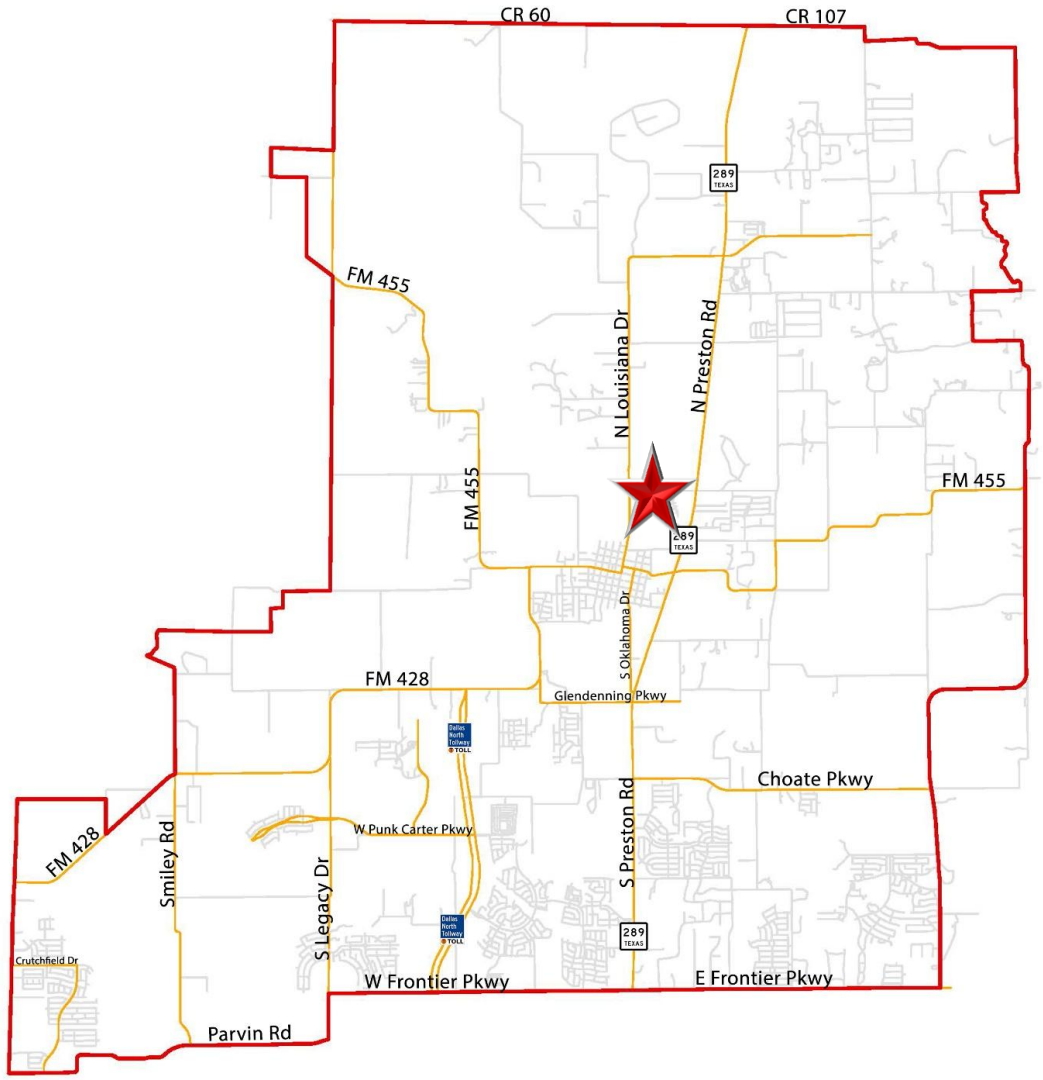
Staff Recommendation:
Staff recommends approval.

J FRED SMITH PARKWAY EASEMENT AND ROW RESOLUTION TO ACQUIRE

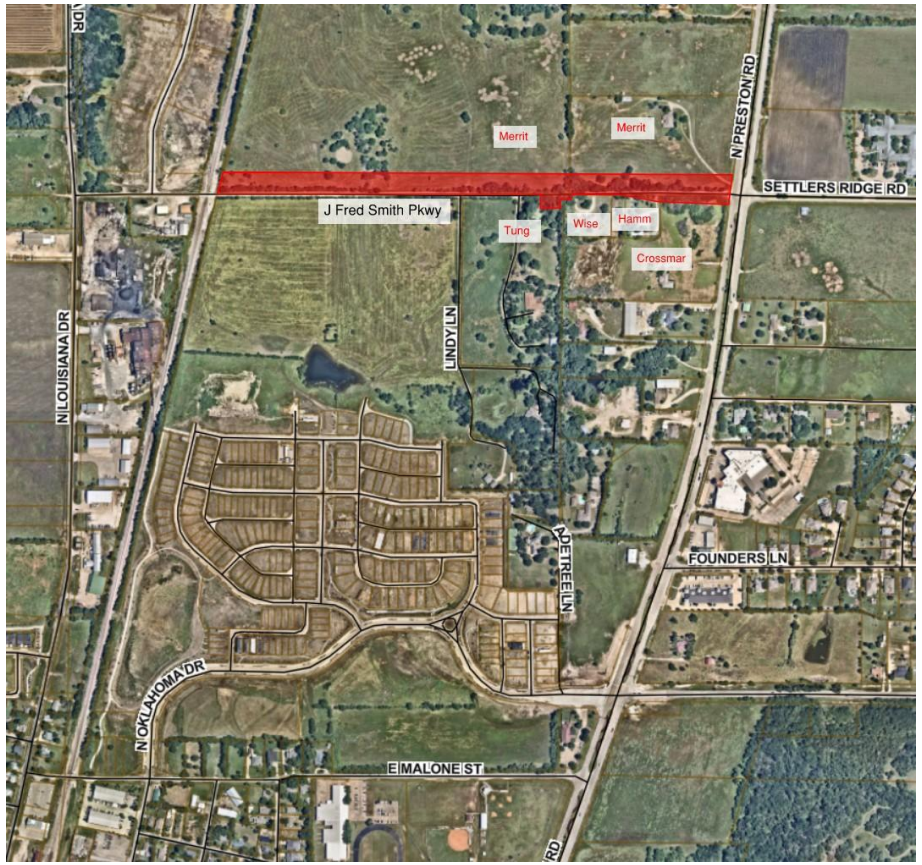
City Council
November 11, 2025

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

LOCATION MAP



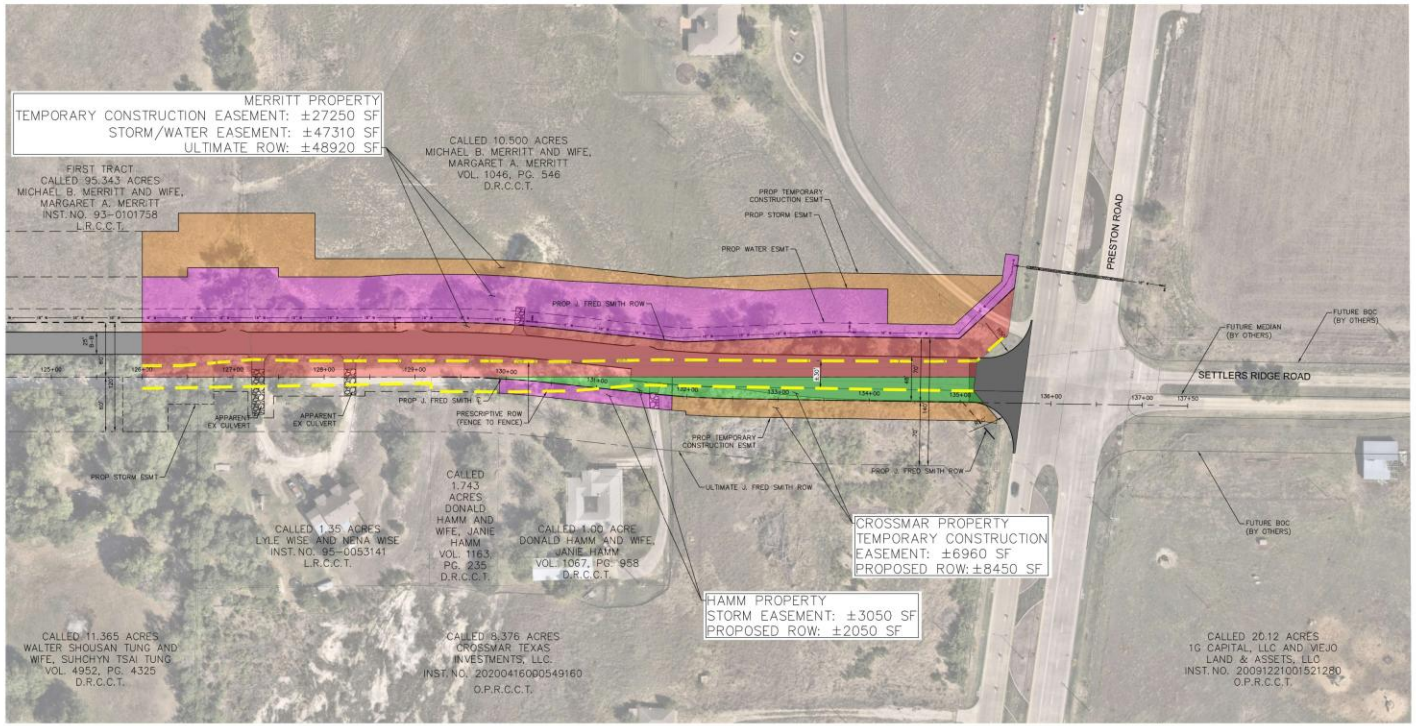
LOCATION MAP



BACKGROUND

- The City approved a developer agreement with RCI-Celina 115, LLC in 2019 requiring the developer to construct two concrete lanes of J Fred Smith Parkway from Preston Road to Louisiana Drive.
- The developer agreed to use commercially reasonable efforts to obtain all third-party rights-of-way, and consents however the developer is unable to obtain the required ROW and drainage easements.
- The Developer Agreement allows for the City to take reasonable steps to secure the rights-of-way and easements.
- The developer shall be responsible for funding all reasonable and necessary related expenses paid or incurred by the City for obtaining the easements and rights-of-way.
- Developer will be required to escrow funds both in advance and as funds are needed by the city.

CONCRETE LANES EXHIBIT



J. FRED SMITH PARKWAY
NORTH PAVED LANE ALIGNMENT ROW EXHIBIT
STA 126+00 TO STA 136+00

Celina, Texas
SEPTEMBER 2025

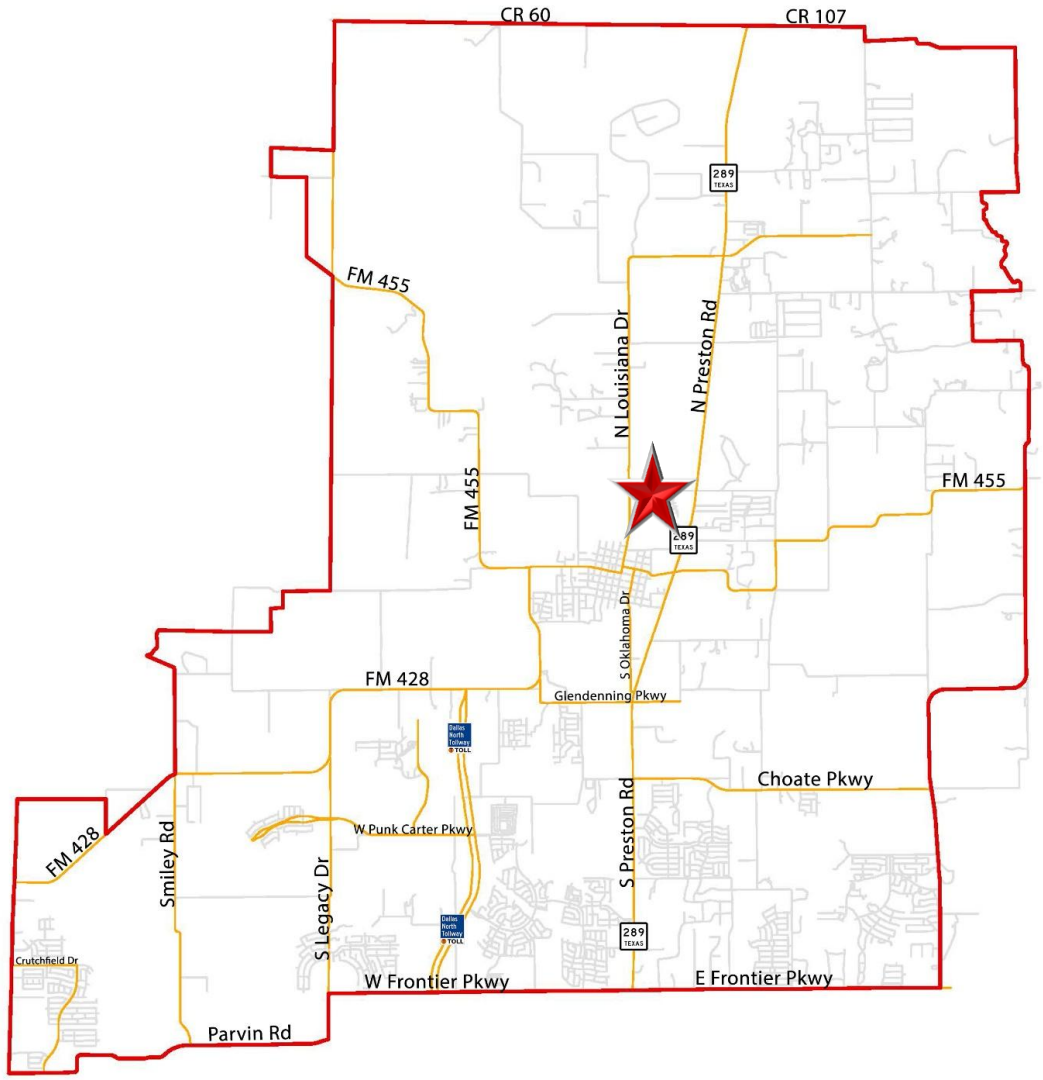
Kimley»Horn
400 N. Oklahoma Drive
Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928

NEXT STEPS

- City will authorize a Work Authorization with a team that has an MSA for easement and rights-of-way acquisition with the City.
- Acquisition team will negotiate to obtain the easements and rights-of-way

QUESTIONS?

LOCATION MAP



RESOLUTION NO. 2025-__R

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 J FRED SMITH PARKWAY IMPROVEMENTS, DRAINAGE EASEMENTS, AND WATER EASEMENTS ASSOCIATED WITH THE HEIGHTS AT UPTOWN PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") has determined that it is in the best interest of the citizens of the City of Celina (the "City") to acquire a property interest from the owners of the properties, as described in Exhibit "A", attached hereto and incorporated for construction of J Fred Smith Parkway Improvements project (the "Project").

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

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

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary to acquire property interests necessary for the construction of the Project in the locations identified in Exhibit "B", attached hereto and incorporated herein, on behalf of the City.

Section 3: This Resolution shall become effective upon the date of passage.

DULY PASSED AND APPROVED by the City Council of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

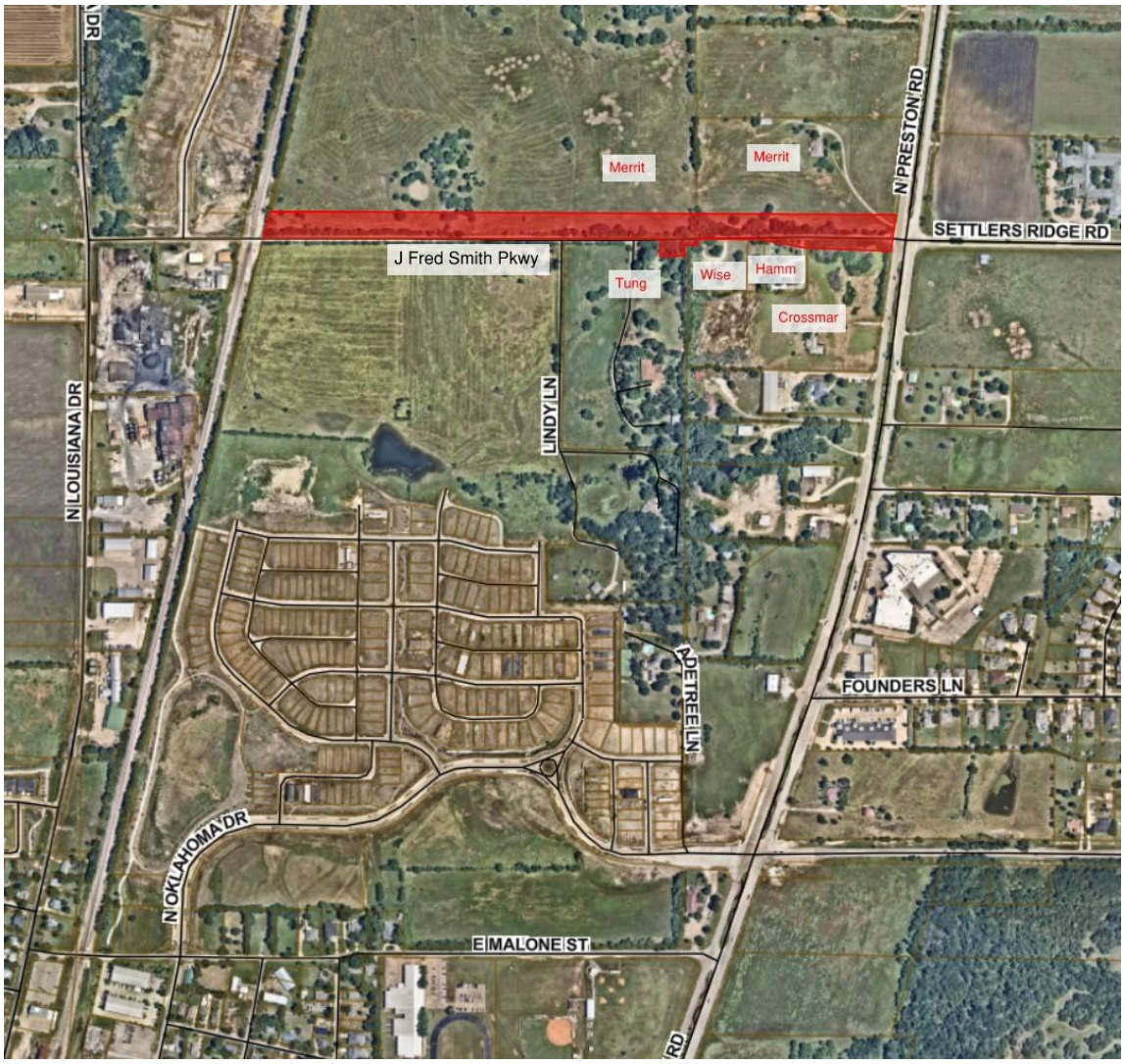
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Properties with Property Interests to be Acquired

Property ID	Owner	Legal Description	City	State	Zip Code
991984	MERRITT MICHAEL B & MARGARET A	ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 1, TRACT 6, 95.343 ACRES	Celina	TX	75009
2121068	MERRITT MICHAEL B & ETAL	ABS A0380 W H HERRON SURVEY, TRACT 8, 10.5 ACRES	Celina	TX	75009
2714384	CROSSMAR TEXAS INVESTMENTS 1 LLC	ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 11, 8.376 ACRES	Celina	TX	75009
992126	HAMM JANIE LOU	ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 18, 1.0 ACRES	Celina	TX	75009
992153	HAMM JANIE LOU	ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 20, .393 ACRES	Celina	TX	75009
1901375	WISE LYLE & NENA	ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 55, 1.35 ACRES	Celina	TX	75009
2137367	TUNG REVOCABLE TRUST	ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 71, 11.365 ACRES	Celina	TX	75009

Exhibit B
Project Locations



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: November 11, 2025

Agenda Item:
Consider and act to authorize the City Manager to execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC, for property generally located at 10165 County Road 106, Celina, TX, 75009. (Kearney)

Background Information:
This item authorizes the City Manager to execute a lease agreement with New Cingular Wireless PCS, LLC for a portion of land at the Public Works Facility (10165 County Road 106) to construct a telecommunications tower for use by AT&T. City Council discussed the tower lease in Executive Session on September 12, 2023. The project stalled for a variety of reasons. The company remains interested in pursuing the telecommunications tower. The contract is similar in nature to the City's existing lease agreements for telecommunications towers at other locations. The tower will meet the City's design standards. Revenue from this lease will be applied to the Integrity Fund, which provides funding for Downtown facade grants, the Neighborhood Integrity Program, and other art and culture projects.

Key Lease Agreement Terms:

- Use - The Lease is for a telecommunications tower.
- Rent - $2,000 per month, increasing by 7.5 percent every five (5) years.
- Term - Initial five (5) year term with seven (7) renewal terms of five (5) years each, for a maximum term of 40 years.

Legal Review:
Legal has reviewed and approved the contract.

Supporting Documents:

1. Staff Presentation
2. Lease Agreement

Financial Consideration:

The lease agreement will generate $2,000 per month in rent with a 7.5 percent escalator for each new term. Rental revenue will be applied to the Integrity Fund.

Staff Recommendation:

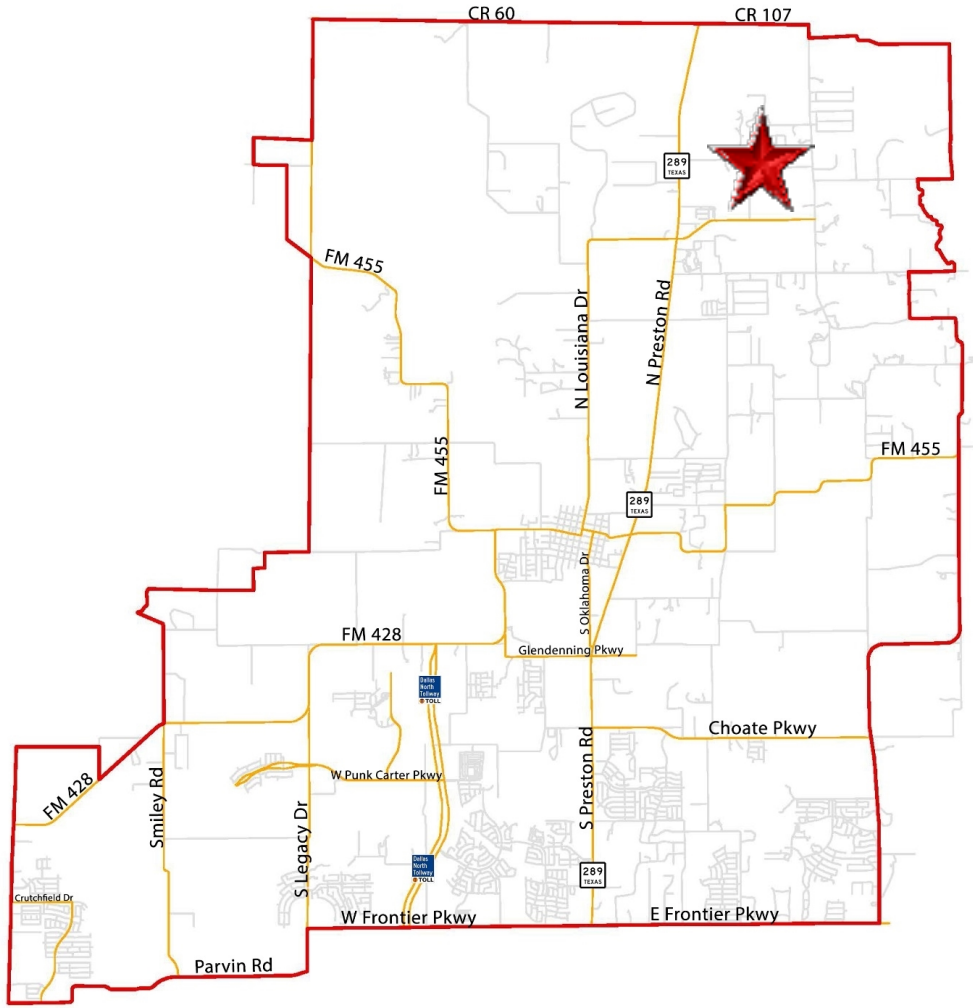
Staff recommends approval.

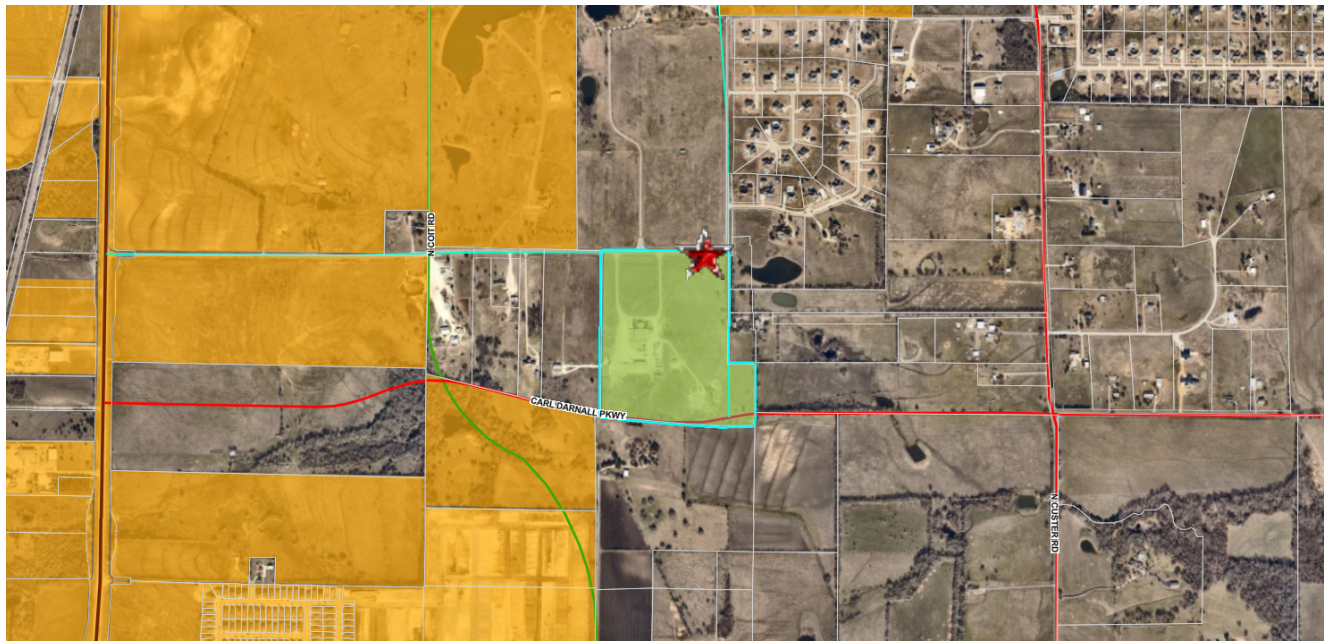
CELL TOWER LEASE AGREEMENT – PUBLIC WORKS FACILITY

City Council Meeting
November 11, 2025

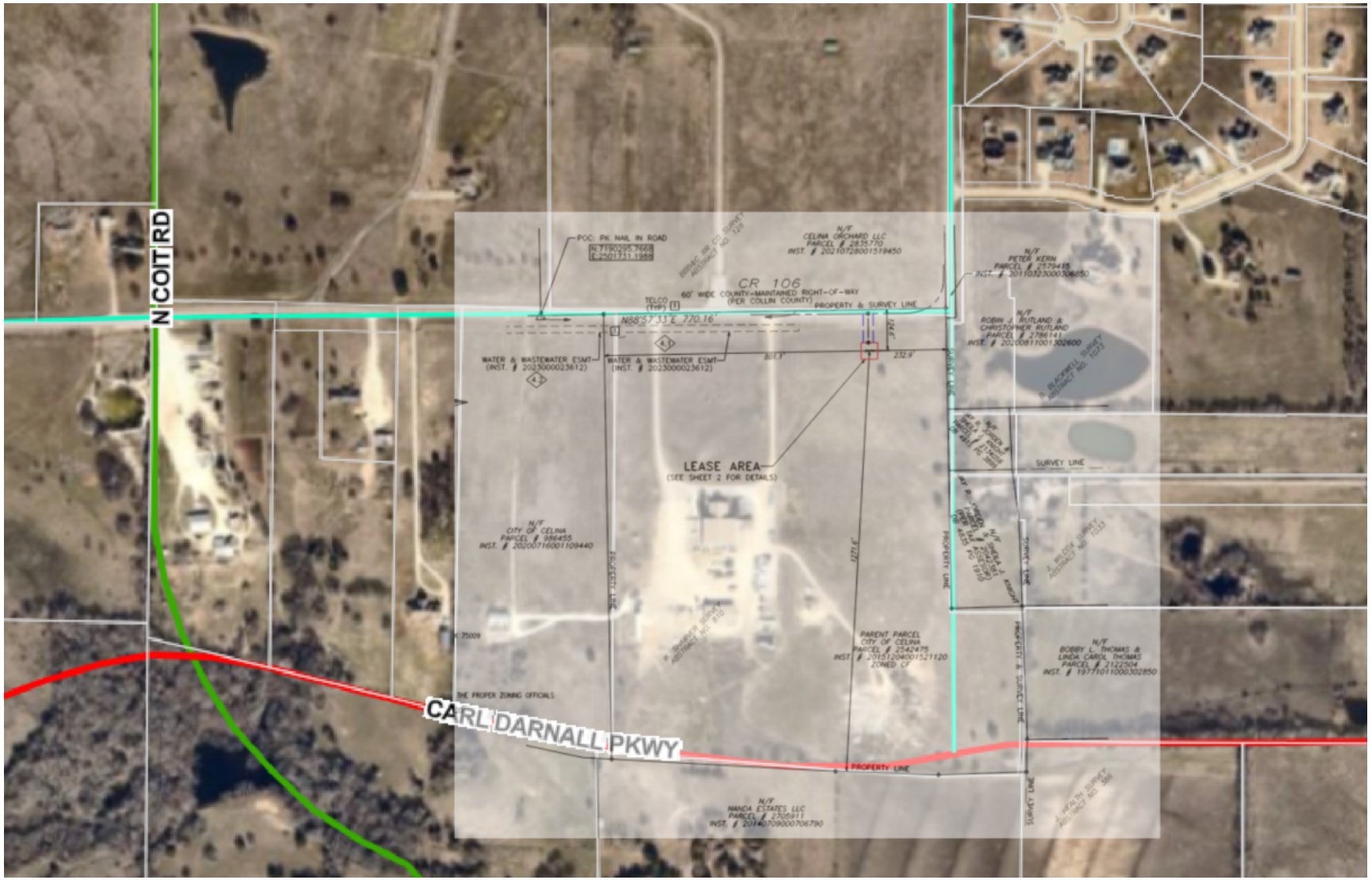
BACKGROUND

- City was approached by a subsidiary of AT&T to lease land at the Public Works facility to construct a telecommunications tower
- City Council discussed the potential lease on September 12, 2023 in Executive Session
- The City has several leases for telecommunications towers on City property
- The provided contract has similar terms to the other leases
- The tower design complies with all City standards
- Tower will include an antenna for the City's water meter system


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
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd


CARL DARNALL PKWY
N CLUSTER RD

SITE PLAN


N COIT RD
CR 106
60' WIDE COUNTY-MAINTAINED RIGHT-OF-WAY (PER COLLIN COUNTY)
PROPERTY & SURVEY LINE
N88°57'33"E 770.16'
WATER & WASTEWATER ESMT (INST. # 20230000023612)
LEASE AREA
(SEE SHEET 2 FOR DETAILS)
SURVEY LINE
PROPERTY LINE
CARL DARNALL PKWY
N/F CELINA ORCHARD LLC PARCEL # 2835770 INST. # 20210728001519450
N/F PETER KERN PARCEL # 2579415 INST. # 20110323000306850
N/F ROBIN J. RUTLAND & CHRISTOPHER RUTLAND PARCEL # 2786141 INST. # 20200811001302600
N/F CITY OF CELINA PARCEL # 186455 INST. # 20200716001109440
PARENT PARCEL CITY OF CELINA PARCEL # 2542475 INST. # 20151204001521120 ZONED: CF
N/F BOBBY L. THOMAS & LINDA CAROL THOMAS PARCEL # 2122504 INST. # 19771011000302850
N/F MANDA ESTATES LLC PARCEL # 2306911 INST. # 20190709000706790

FUTURE CONCEPT PLAN

TOWER CONCEPT

TERMS

- Location – Public Works Facility
- Use – Telecommunications tower
- Term – Initial 5-year term followed by seven 5-year renewals for a total of 40 years
- Rent – $2,000 per month – Integrity Fund

QUESTIONS?

LEASE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND NEW CINGULAR WIRELESS PCS.

THIS LEASE AGREEMENT ("**Agreement**") is made effective as of the date last executed below (the "**Effective Date**") by and between the **CITY OF CELINA, TEXAS,** a home rule municipal corporation (the "**Lessor**" or "**City**") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company (the "**Lessee**"). Lessor and Lessee are each a "**Party**" and together, the "**Parties**".

I.
LEASE PROPERTY

A. Lessor owns a tract of land used as a public works facility, which land is depicted in **Exhibit A** ("**Lessor's Tract**"). Lessor hereby leases to Lessee certain real property that is a portion of Lessor's Tract, comprised of 2,500 square feet, situated in the City of Celina, Texas, as described in **Exhibit D** attached hereto and incorporated herein, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to such premises (the "**Property**"). Lease of the Property shall include the air space above such ground space for the placement of Lessee's telecommunications tower (not to exceed 150 feet in height) and any related facilities or equipment (the "**Tower**"), together with a right of ingress and egress by way of an access easement as described in Section 4.09, to install, maintain, and operate the Tower, and to install utilities to service the Tower. The location of the Tower and surrounding use are set forth in the attached **Exhibit B**.

B. As additional consideration for the lease of the Property for the Tower, Lessee shall dedicate sufficient space on the Tower for a City meter base station and antennas (the "**City Equipment**"). Lessor shall be responsible for all costs associated with the installation, operation, and maintenance of the City Equipment, and Lessee shall not interfere with the installation, operation, or maintenance of the City Equipment. The Parties may enter a separate agreement with provisions for the installation, maintenance, and operation of the City Equipment. Such separate agreement shall be in effect for the Term of this Agreement, or until the City Equipment is no longer needed by the City for City operations, whichever occurs first.

II.
DUE DILIGENCE PERIOD; TERM

2.01 Due Diligence Period. In consideration of Two Thousand Dollars ($2,000.00) per year, paid in cash by Lessee to Lessor as provided herein (the "**Option Consideration**"), Lessor hereby grants to Lessee the exclusive right to conduct Investigations and Tests (defined below). Beginning on the Effective Date and continuing until the Commencement Date as defined below ("**Due Diligence Period**"), Lessee and its sublessees shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Lessee and its sublessees may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Property. Lessee shall pay the first year's Option Consideration within thirty (30) days of the Effective Date. Thereafter, Lessee shall pay the Option Consideration no later than the first and

second anniversary of the Effective Date, if the Commencement Date has not then occurred. In the event that three (3) full years have passed since the Effective Date, and the Commencement Date has not occurred, then this Agreement shall automatically terminate and become void ab initio. In the event that Lessee determines, during the Due Diligence Period, that the Property is not appropriate for Lessee's intended use and decides not to commence its tenancy of the Property, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Commencement Date. Lessor and Lessee expressly acknowledges and agrees that Lessee's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Section 2.01), prior to the Commencement Date. All tests completed on the Property shall be undertaken in a safe, workmanlike and reasonable manner. Lessee and its sublessees shall give to Lessor not less than two (2) business days' written notice prior to the commencement of any Investigations and Tests in, on, or about the Property, and Lessor shall have the right to post notices of non-responsibility in or on the Property as provided by law. Lessee shall not permit any mechanics', materialmen's, or other lien to stand against the Property in connection with any labor, materials, or services furnished or claimed to have been furnished by, or on behalf of, Lessee in connection with Lessee's investigation of the Property. If any such lien is filed against the Property, Lessee shall cause the same to be discharged or bonded. Lessee shall comply with all applicable laws and governmental regulations applicable to the Property, including without limitation, the terms and provisions of any and all local, state, and federal regulatory permits. During the Due Diligence Period, Lessee shall not cause any changes in the condition of the Property. Lessee will indemnify, defend and hold Lessor harmless from any and all claims and liabilities, including, but without limitation, all liens and reasonable attorneys' fees, as a result of any such entry by Lessee, its agents, employees or representatives. During the Due Diligence Period, at its sole cost and expense, Lessee shall provide and maintain commercial general liability insurance with a financially responsible insurance company covering the activities of Lessee on or about the Property with limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate, naming Lessor and its authorities, boards, commissions, departments, offices, individual officers, and employees, as additional insured.

2.02 Term. Following the Due Diligence Period, the initial term of this Agreement shall be five (5) years (the "**Initial Term**"), commencing on the date Lessee begins construction of the Tower (the "**Commencement Date**"). This Agreement may renew for an additional seven (7) renewal terms, consisting of five (5) years each (each, a "**Renewal Term**") for a maximum Agreement term of forty (40) years, upon the same terms and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term. The Initial Term and any Renewal Terms for which this Agreement is in effect are, collectively, the "**Term**".

III.
CONSIDERATION

3.01 Rent. Beginning on the Commencement Date, Lessee agrees to pay to Lessor, on or before the fifth (5th) day of each calendar month in advance, Two Thousand Dollars ($2,000.00) ("**Rent**")

at Lessor's address set forth herein. The first month's Rent shall be due within thirty (30) days from the Commencement Date. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of Rent for any Rent if payment not paid within three (3) days of the due date. Lessee may aggregate its monthly Rent payments by paying annually, in advance. Commencing on the first Renewal Term, and at the beginning of each Renewal Term thereafter, as applicable, Rent shall increase by seven and a half percent (7.5%). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent payments shall be payable to Lessor. Such payment may be made by electronic funds transfer, and in such an event, Lessor agrees to provide Lessee with bank routing information for such purpose upon Lessee's request, or issued to Lessor at the address provided in Section IX.

Lessor shall provide Lessee with a copy of an accurate and executed W-9 Form from Lessor prior to the Commencement Date.

3.02 Concept Plan and Improvements. Lessee shall develop the Property in accordance with the Specific Use Permit obtained for the Property, and in substantial conformity with the concept plan for the Property, depicted in **Exhibit B**, attached hereto and incorporated herein. Lessee shall obtain all required permits from the City for any applicable improvements made to, or installed on, the Property.

3.03 Property Condition. Lessor represents to Lessee that, as of the Effective Date, Lessor is the fee simple owner of the Property, that the Property is free from any mortgage, deed of trust, or other liens, and that Lessor has the authority to enter into this Agreement. Lessee represents, as of the Commencement Date, that the Property, the title thereto, any subsurface conditions thereof, and the uses thereof have been examined by the Lessee. Lessee shall, as of the Commencement Date, accept the same in the condition in which they are, without representation or warranty, express or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Property may be put. By taking possession or commencing use of the Property, Lessee (i) acknowledges that it is relying on its own inspections of the Property and not on any representations from Lessor regarding the Property; (ii) establishes conclusively that the Property is at such time in satisfactory condition and in conformity with this Agreement and all zoning or other governmental requirements in all respects; and (iii) accepts the Property in its condition as of the Effective Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 3.03 affects the commencement of the Agreement or the obligation of Lessee to pay Rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Property for any purpose other than as set forth in Section 4.01; and (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 3.03, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Agreement without such acknowledgements and agreements by Lessee.

IV.
RIGHTS AND DUTIES OF LESSEE

4.01 Use. Lessee shall have the right to use the Property for the installation, operation, and maintenance of the Tower and uses incidental thereto, and for no other uses. Lessee's use and operation of the Tower shall not interfere with Lessor's use of the real property owned by Lessor surrounding the Property, existing as of the Effective Date, including Lessor's lift station. If Lessee's use of the Property interferes with Lessor's use of the Property, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. Lessee may sublease the Property according to the terms and conditions of this Agreement, and with thirty (30) days' notice to Lessor prior to such sublease (it being understood that the Rent is consideration for the lease itself)

4.02 Structural Analysis. During the Due Diligence Period, Lessee agrees to obtain a structural analysis of the Tower plans prior to construction, prepared and certified by a licensed engineer in the State of Texas, and provide such analysis to the Lessor.

4.03 Maintenance, Required Facilities, and Modification / No Third-Party Beneficiaries.

A. Lessee shall be responsible for maintenance of the Property during the entire Term of the Agreement. Lessee shall maintain and keep the Property in a good and tidy condition, reasonably free from hazards to persons or property. Lessee shall have the right to install, modify, supplement, replace, upgrade, and expand the Tower at its own expense, within the Property, and not in any area of ingress, egress, or access to the Property. Lessee shall have the sole responsibility for any maintenance, repair, or security of the Tower. The Tower shall be installed on an industry standard foundation at Lessee's sole expense. The Property shall be enclosed by screening requirements in compliance with the City's Code of Ordinances, including, but not limited to, Sec. 10.03.076(g)(3)(B). Said masonry wall shall be owned by Lessee and shall be removed from the Property by Lessee prior to termination or expiration of this Agreement. Notwithstanding the foregoing, Lessee will not be required to remove any foundations, landscaping, or underground utilities. The masonry wall shall be used to enclose the Tower and all associated or related equipment.
B. For purposes of this Agreement, the Parties specifically agree and covenant that: (1) this Agreement only affects matters, liabilities, and disputes between the Parties to this Agreement, and is in no way intended by the Parties hereto to benefit, apply to, or otherwise affect any third party, notwithstanding the fact that such third party may be in a contractual relationship with Lessee; (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third party from obligations owing by them to either Lessee or Lessor; and (3) the terms of this Agreement are not intended to impose additional obligations upon Lessor or Lessee in relation to, on behalf of, or with regard to any such third parties.

4.04 Prompt Repair. Lessee shall promptly notify Lessor of any and all damages resulting from, arising out of, or caused by the use of the Property, including but not limited to structural damages, electrical damages, damage to fencing, irrigation systems, or landscaping by Lessee's operations, by Lessee, its officers, agents, employees and invitees. Lessee shall be solely

responsible for promptly repairing and/or replacing any item on or attached to the Property which is abused, damaged, or destroyed by Lessee, except to the extent caused by the negligence or intentional misconduct of Lessor, in which case, Lessor shall promptly repair and/or replace any item on or attached to the Property requiring such repair and/or replacement. Lessee shall endeavor to keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee and in the event such a lien is filed against the Property, Lessee shall cause the removal of the same. In no event shall Lessor be responsible for the payment, costs of removal, or liabilities of any such liens.

4.05 General Care of Property. Lessee shall take good care of the Property and its fixtures and suffer no waste, and shall maintain the Property during the Term of this Agreement. Lessee shall keep the Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference. At the expiration or end of the Term of this Agreement, Lessee shall deliver the Property in good order and condition.

4.06 Compliance with Laws and Licensing. Lessee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations, including those provided in the City's Code of Ordinances, in connection with the use, operation, maintenance, construction, and/or installation of the Tower. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, any federal licenses and permits required for Lessee's use of the Property. Lessor acknowledges that Lessee's ability to use the Property for Lessee's intended purposes is contingent upon Lessee's obtaining and maintaining, both before and after the Effective Date, all of the certificates, permits, licenses, and other approvals (collectively known as "**Governmental Approvals**") that may be required by any federal, state, or local authority for the foregoing uses and improvements to the Property desired by Lessee. Lessor shall promptly cooperate, at Lessee's expense, with Lessee in Lessee's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect Lessee's obtaining or maintaining such Governmental Approvals.

4.07 Taxes. Lessee shall pay any applicable transaction taxes (including sales, use, gross receipts, or excise taxes), and personal property taxes, fees, assessments, or other taxes and charges imposed by any government entity assessed on the Tower and any related facilities or equipment. Lessee shall pay all property taxes, fees, assessments, or other charges, which are assessed against the Lessor on the Property due to the taxes attributable to Lessee's Tower, facilities, and equipment, or use of the Property, and improvements constructed or maintained by Lessee on the Property. The obligations for payment of any such taxes are exclusive of Rent payments. Any and all taxes assessed shall be paid by Lessee directly to the relevant taxing authority, except where Lessor pays any personal property taxes, in which case Lessor may present Lessee with a receipted bill and/or assessment notice to Lessee, and Lessee must reimburse Lessor within sixty (60) days after presentation of receipted bill or assessment notice for any personal property payments directly attributable to Lessee's equipment or use and occupancy of the Property.

Lessee shall have the right, at its sole discretion and its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment for which Lessee is wholly or partially responsible for payment. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecution, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, taxes as set forth in the preceding sentence, including but not limited to,

executing any consent, appeal, or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit, ore repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit, or repayment. In the event that Lessee does not have standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue any such dispute at Lessee's sole cost and expense, upon written request of Lessee.

4.08 Utility Service. Lessee shall be solely responsible for providing any and all utility services to the Property desired during the Term, including water, electricity, gas, and telephone services, and installation of any required meters or facilities. Lessor will not be in default under this Agreement or be liable to Lessee or any other person, for direct or consequential damages or otherwise, for any failure to supply electricity, water, gas, security, or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

4.09 Easement. As partial consideration for Rent paid under this Agreement, Lessor hereby grants to Lessee, during the Term of this Agreement, an access and utility easement as depicted and described in **Exhibit C** for ingress and egress to the Property to install, remove, replace, and maintain the Tower, and for utilities reasonably necessary for Lessee's operation of the Tower.

4.10 Rights to Equipment; Removal.

A. The Tower and any related facilities or equipment (not including the City Equipment) shall remain personal to and the property of Lessee. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Tower or any portion thereof. The Tower shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.
B. Prior to the termination or expiration of this Agreement and before any Rent payments shall cease, Lessee shall:
    i. Remove the Tower and any related equipment or facilities;
    ii. Repair any damage caused by such removal, reasonable wear and tear excepted;
    iii. Remove all equipment, other than utilities or foundations, that are at or below grade; and
    iv. Otherwise surrender the Property at the expiration of this Agreement (as the same may have been extended or the earlier termination thereof) in good condition.
C. If Lessee holds over after this Agreement expires or has been terminated, the Agreement shall be month to month, subject to the provisions of this Agreement, provided that the Rent during any holdover period shall be equal to one hundred fifteen percent (115%) of the Rent otherwise provided for herein.

V.
TERMINATION

This Agreement terminates at the end of the Term, and may, prior to the end of the Term, be terminated, either immediately or after the required notice, upon any one or more of the following:

A. By mutual agreement of the Parties;
B. By either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, and such default is not cured within thirty (30) days after written notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if the breaching Party commences an attempt to cure within such 30-day period, then such longer period as the other Party thereafter continues diligently to prosecute cure of the default or breach, but not more than an additional sixty (60) days;
C. By the Lessor, immediately, if Property ceases to be used for the purposes described herein;
D. By Lessor, upon six (6) months' prior written notice,, if Lessor's Tract ceases to be used as a public works facility;
E. By Lessee, if Lessee does not obtain or maintain any Governmental Approval necessary for the construction and operation of the Tower despite Lessee's commercially reasonable efforts to preclude such event;
F. If any environmental report for the Property reveals the presence of any hazardous material after the Commencement Date, and the presence of which is not caused by any action or omission of Lessee and Lessor cannot remove such hazardous material within thirty (30) days after notice thereof; or
G. Upon six (6) months' prior written notice for any reason, so long as Lessee pays Lessor, on or before the effective date of such termination, a termination fee equal to three (3) months' Rent.

VI.
INDEMNITY AND INSURANCE

A. LESSEE AND LESSEE'S CONTRACTORS SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSOR AND LESSOR'S PAST, PRESENT, AND FUTURE OFFICERS, EMPLOYEES, OFFICIALS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, CONSULTANTS, BOARD MEMBERS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) LESSEE'S PERFORMANCE UNDER THIS AGREEMENT;

(ii) ANY RIGHTS OR INTERESTS GRANTED TO LESSEE PURSUANT TO THIS AGREEMENT;

(iii) LESSEE'S OCCUPATION AND USE OF THE PROPERTY;

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED, IN WHOLE OR IN PART, BY LESSEE; OR

(v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EXCEPT (1) TO THE EXTENT PROXIMATELY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.

B. In connection with the above-described indemnification obligations:

(i) Upon written notice from Lessor, Lessee agrees, to the fullest extent permitted by law, to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. To the fullest extent permitted by law, Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(ii) Lessor shall give Lessee prompt written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Agreement. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorneys' fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual and reasonable expenses of Lessor's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

(iii) If Lessee requests Lessor to assist it in a defense, then Lessee shall pay all actual and reasonable expenses incurred by Lessor, including defending itself with regard to the actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the costs of any services rendered by Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection such suits, actions, or proceedings.

C. Lessee shall provide Lessor with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that Lessee carries commercial general liability insurance per ISO form CG 00 01 or its equivalent, including contractual liability coverage with limits of liability thereunder of $1,000,000 combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage. Such insurance shall be provided and maintained at Lessee's sole cost and expense. Such insurance shall include Lessor, and its authorities, boards, commissions, departments, offices, individual officers, employees as an additional insured by endorsement with respect to matters caused, in whole or in part, by Lessee's

use of, and operations on the Property. Lessee will provide Lessor with a renewal certificate within ten (10) business days of Lessor's written request for such certificate. Lessee shall also provide Lessor evidence that it maintains workers' compensation insurance in compliance with the statutory requirement of the State of Texas and automobile liability coverage with a $500,000 limit for each accident. Lessee shall provide at least thirty (30) days' notice to Lessor that is canceled or non-renewed of any required coverage that is not replaced.

VII.
RIGHTS AND DUTIES OF LESSOR

A. Upon providing notification to the Lessee, and only in the presence of a Lessee representative, Lessor shall have the right to come upon the Property, or any part thereof, for the purpose of inspecting the Property or any portion of it.
B. Notwithstanding any provision herein, the Parties agree that Lessor has not waived any sovereign or governmental immunity it holds under law by entering into and performing its obligations under this Agreement.
C. Lessor's use of the Property, other than those uses existing as of the Effective Date shall not interfere with Lessee's use of the Property or operation of the Tower. If such use of the Property by Lessor interferes with Lessee's use of the Property or operation of the Tower, Lessor shall take all measures reasonably necessary to correct and eliminate the interference within seventy-two (72) hours of notice from Lessee.

VIII.
SUBLESSEES, SUCCESSORS & ASSIGNS

The terms, conditions, and covenants contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and/or heirs. Lessee shall have the right to sublease portions of the Property to its customers without Lessor's prior consent; provided, however, that Lessee shall provide Lessor notice at least (30) days prior to any such sublease. In no event does a sublease by Lessee to a customer terminate or otherwise reduce or assign Lessee's obligation, responsibilities, and liabilities under this Agreement. Lessee shall not otherwise convey, assign or otherwise transfer all or any portion of its rights or interests in the Property or under this Agreement without Lessor's prior written consent, which consent shall not unreasonably be conditioned, withheld or delayed. Lessor's consent shall not be required for such conveyance, assignment or transfer of Lessee's rights or interests in the Property or under this Agreement if such assignee or transferee is: (i) an entity controlled by, controlling or under common control with Lessee; (ii) any entity that is a successor to Lessee by merger or other consolidation of Lessee; (iii) to any entity with a net worth of at least Twenty Million Dollars ($20,000,000); or (iv) a purchaser of all or substantially all of Lessee's assets in the metropolitan area in which the Property is located; provided, however, that Lessee shall provide Lessor notice of such conveyance, assignment, or transfer. Upon assignment by Lessee of all or any portion of its rights or interests in the Property or under this Agreement, Lessee, to the extent of such assignment, shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement, provided, however, that the assignee shall assume such liabilities and obligations in writing in a form reasonably acceptable to Lessor, and to the extent assignee refuses to do so, the liability and obligations under the this Agreement shall remain with Lessee.

IX.
NOTICE

All notices or communications required under this Agreement or desired to be given by the Parties hereto shall be sent in writing and shall be deemed sufficiently given when same is sent via facsimile with confirmation of delivery, hand-delivered or deposited in the United States mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

FOR LESSOR:
City Manager
City of Celina, Texas
142 N. Ohio St.
Celina, TX 75009

FOR LESSEE:
New Cingular Wireless PCS
Attn: Tower Asset Group – Lease Administration
Re: Cell Site #: DDL0365: Cell Site Name: DDL0365 (TX)
Fixed Asset #: 15682107
1025 Lenox Park Boulevard NE, 3rd Floor
Atlanta, GA 30319

WITH A COPY TO:
New Cingular Wireless PCS
Attn: Tower Asset Group – Lease Administration
Re: Cell Site #: DDL0365: Cell Site Name: DDL0365 (TX)
Fixed Asset #: 15682107
208 S. Akard Street
Dallas, TX 76431

or at such other address as Lessor or Lessee shall specify in a written notice.

X.
VENUE

The Parties agree and covenant that this Agreement will be enforceable in Celina, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue shall lie in Collin County, Texas.

XI.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XII.
DESTRUCTION OR CONDEMNATION

If the Property or Tower are materially damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property by written agreement of the Parties.

XIII.
RIGHT OF FIRST REFUSAL

If Lessor, at any time during the Term, receives an irrevocable bona fide written offer from a third party (an "**Offer**") (except such offer may be conditioned upon the non-exercise of this right of first refusal), to sell, assign, convey or otherwise transfer Lessor's interest in this Agreement, which Lessor desires to accept, Lessor shall, to the extent allowed by law, first give Lessee written notice (including a copy of the proposed contract) of such Offer and an opportunity to Lessee to make an Offer on the same terms prior to Lessor becoming obligated to transfer such interest in the Agreement pursuant to the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice to make its offer and exercise its right of first refusal by notifying Lessor in writing. If Lessee does not exercise its right of first refusal within such 30-day period, Lessor may accept the Offer and transfer its interest in the Agreement.

XIV.
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 the other Party, 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

XV.
MEMORANDUM

At any time after the Effective Date, either Party may, by sending written notice to the other, require that a memorandum of this Agreement, in a form reasonably agreed upon by the Parties, be completed (with an accurate description and depiction of the Property and easement included as an Exhibit A to the Memorandum), executed and recorded within thirty (30) days after such notice.

XVI.
ESTOPPEL

From time to time upon written request of the Lessee, Lessor may execute a written estoppel certificate in a form and substance reasonably satisfactory to Lessor, certifying to Lessor's reasonable knowledge and belief that this Agreement is in full force and effect and identifying any obligations of Lessee under this Agreement that are in default. Lessee shall pay Lessor a fee of $500.00 at the time of Lessee's request for an estoppel certificate for each request in excess of one (1) per calendar year. Within twenty (20) days from the date Lessor receives Lessee's request for an estoppel certificate, Lessor shall respond to Lessee's request by (i) returning the executed certificate, (ii) communicating Lessor's concerns with the contents of the certificate to Lessee and thereafter working with Lessee to revise the certificate, or (iii) communicating to Lessee the reasons it cannot execute the certificate. The City Manager of the City shall have the authority to execute such estoppel certificate on behalf of the Lessor.

XVII.
EXCLUSIVITY

During the Term of this Agreement, to the extent allowable by law, and provided that Lessee is not in default of this Agreement, Lessor shall not enter into any agreement with any person or entity other than Lessee to construct and operate wireless communications facilities on any real property adjacent to the Property owned or controlled by Lessor or its affiliates.

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

EXECUTED this the ____ day of _____, 2025.

LESSOR:

CITY OF CELINA, TEXAS

BY: _____
Robert Ranc, City Manager

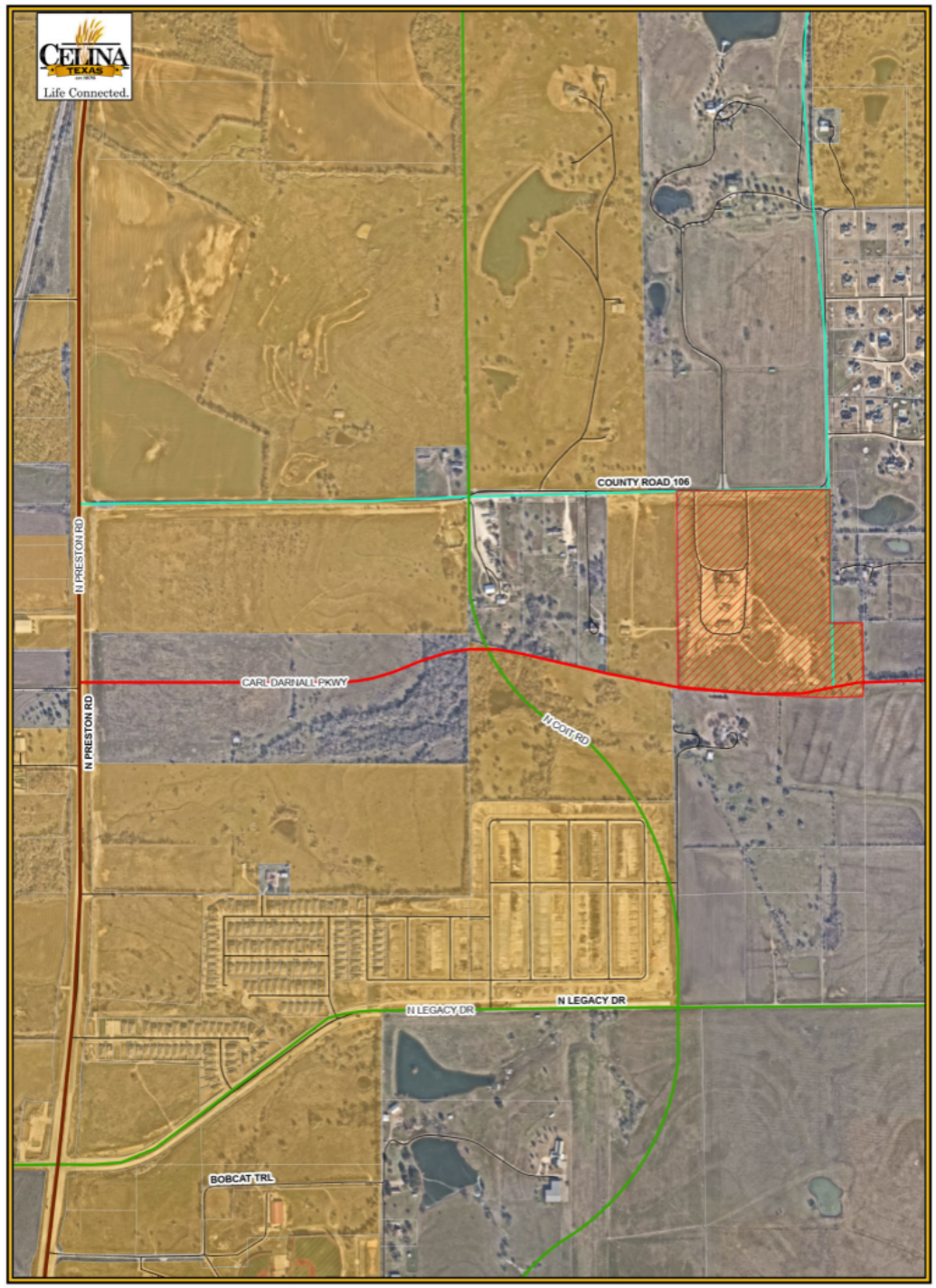
LESSEE:

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

BY: _____
Leigh Ann Dodson, Area Manager

EXHIBIT A

Lessor's Tract Depiction


CELINA
TEXAS
Life Connected.
COUNTY ROAD 106
N PRESTON RD
CARL DARNALL PKWY
N COIT RD
N LEGACY DR
BOBCAT TRL
Legend
Public Works
City Limits
Roads
Parcels
Public Works
City of Celina
5/6/2024
N
W
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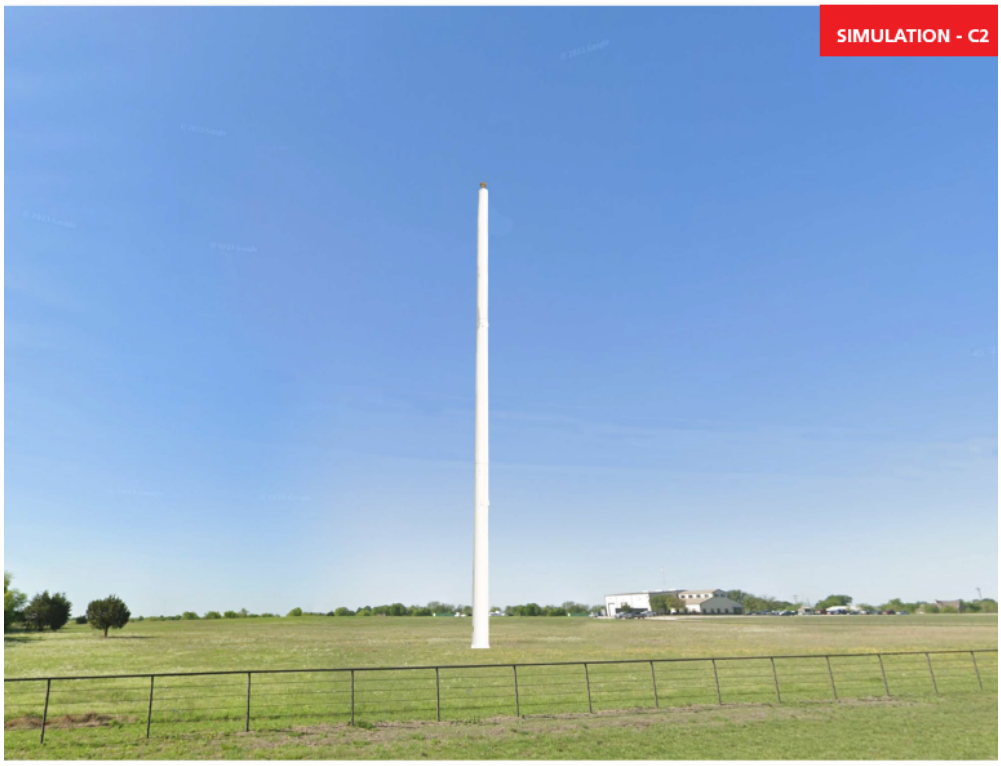
0
500
1,000
Feet

EXHIBIT B

Tower



Raycap

800.755.0689 • raycap.com

AT23-02018H-31
Celina

©2023 RAYCAP, INC. ALL RIGHTS RESERVED.
SIMULATION IS AN APPROXIMATE REPRESENTATION OF OUR PROPOSED CONCEALMENT SOLUTION. ACTUAL CONCEALMENT(S) MAY VARY.

EXHIBIT C

Easements

30’ INGRESS-EGRESS & UTILITY EASEMENT

AT&T

DDL00365

Together with a 30-foot Ingress Egress and Utility easement, measuring 15 feet each side of centerline, lying and being in the W. Shawver Survey, Abstract 810, Collin County, Texas, and being a portion of the lands of the City of Celina, as recorded in Instrument Number 20151204001521120, Collin County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a PK nail found in County Road 106 (having a 60-foot right-of-way), at the southwest property corner of the lands of Celina Orchard LLC, as recorded in Instrument Number 20210728001519450, Collin County records, said PK nail having a Texas Grid North, NAD83, North Central Zone value of N:7190295.7668 E:2501731.1988; thence running along the north property line of said City of Celina lands, North 88°57'33" East, 987.61 feet to a point and the true POINT OF BEGINNING;

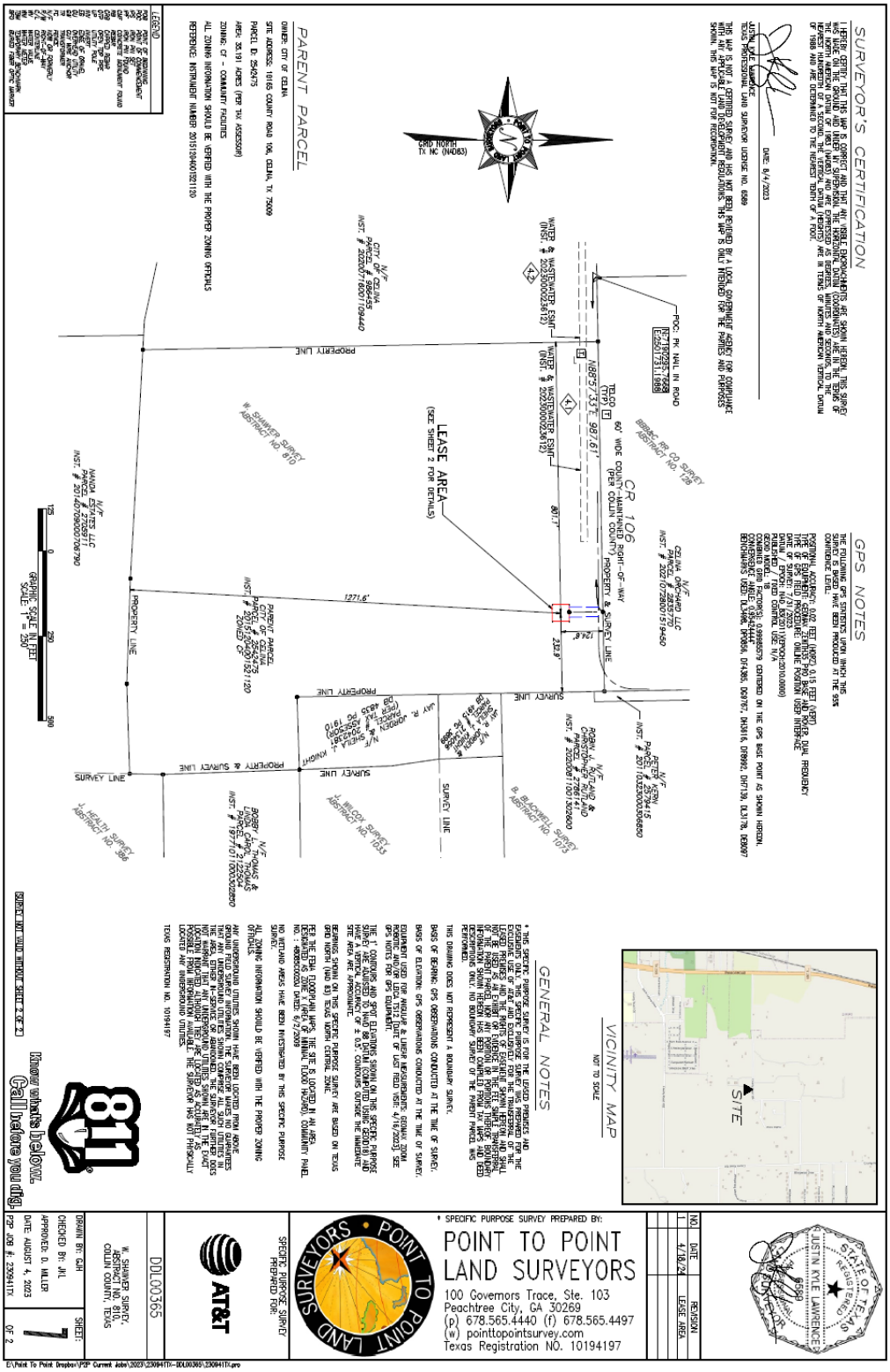
Thence leaving the north property line and running, South 00°20'57" East, 99.52 feet to the ENDING a point on the Lease Area.

Bearing based on Texas Grid North, NAD83, North Central Zone.

As shown in a survey prepared for AT&T by POINT TO POINT LAND SURVEYORS, INC. dated August 4, 2023, and last revised on April 18, 2024.

Exhibit D

Survey and Property Description



LEASE AREA

AT&T

DDL00365

All that tract or parcel of land lying and being in the W. Shawver Survey, Abstract 810, Collin County, Texas, and being a portion of the lands of the City of Celina, as recorded in Instrument Number 20151204001521120, Collin County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a PK nail found in County Road 106 (having a 60-foot right-of-way), at the southwest property corner of the lands of Celina Orchard LLC, as recorded in Instrument Number 20210728001519450, Collin County records, said PK nail having a Texas Grid North, NAD83, North Central Zone value of N:7190295.7668 E:2501731.1988; thence running along the north property line of said City of Celina lands, North 88°57'33" East, 987.61 feet to a point; thence leaving the north property line and running, South 00°20'57" East, 99.52 feet to a point; thence, North 89°39'03" East, 28.23 feet to a point having a Texas Grid North, NAD83, North Central Zone value of N:7190214.3584 E:2502747.4784 and the true POINT OF BEGINNING;

Thence running, South 00°20'57" East, 50.00 feet to a point; Thence, South 89°39'03" West, 50.00 feet to a point;

Thence, North 00°20'57" West, 50.00 feet to a point;

Thence, North 89°39'03" East, 50.00 feet to a point and the true POINT OF BEGINNING.

Bearing based on Texas Grid North, NAD83, North Central Zone.

Said tract contains 0.0574 acres (2,500 square feet), more or less, as shown in a survey prepared for AT&T by POINT TO POINT LAND SURVEYORS, INC. dated August 4, 2023, and last revised on April 18, 2024.

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: November 11, 2025

Agenda Item:
Consider and act upon an extension of the Preston 450 Development Agreement. (Mohan)

Background Information:
The subject property is governed by an existing Development Agreement (DA) approved in December 2022 that outlined development of residential estate lots with an associated investment for infrastructure. The DA created a Roadway Improvements deadline of December 31, 2025. The applicant's request is to extend the Roadway Improvements for one year until December 31, 2026, in order to accommodate construction. Please refer to the attachments 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 Agreement
4. Filed Development Agreement

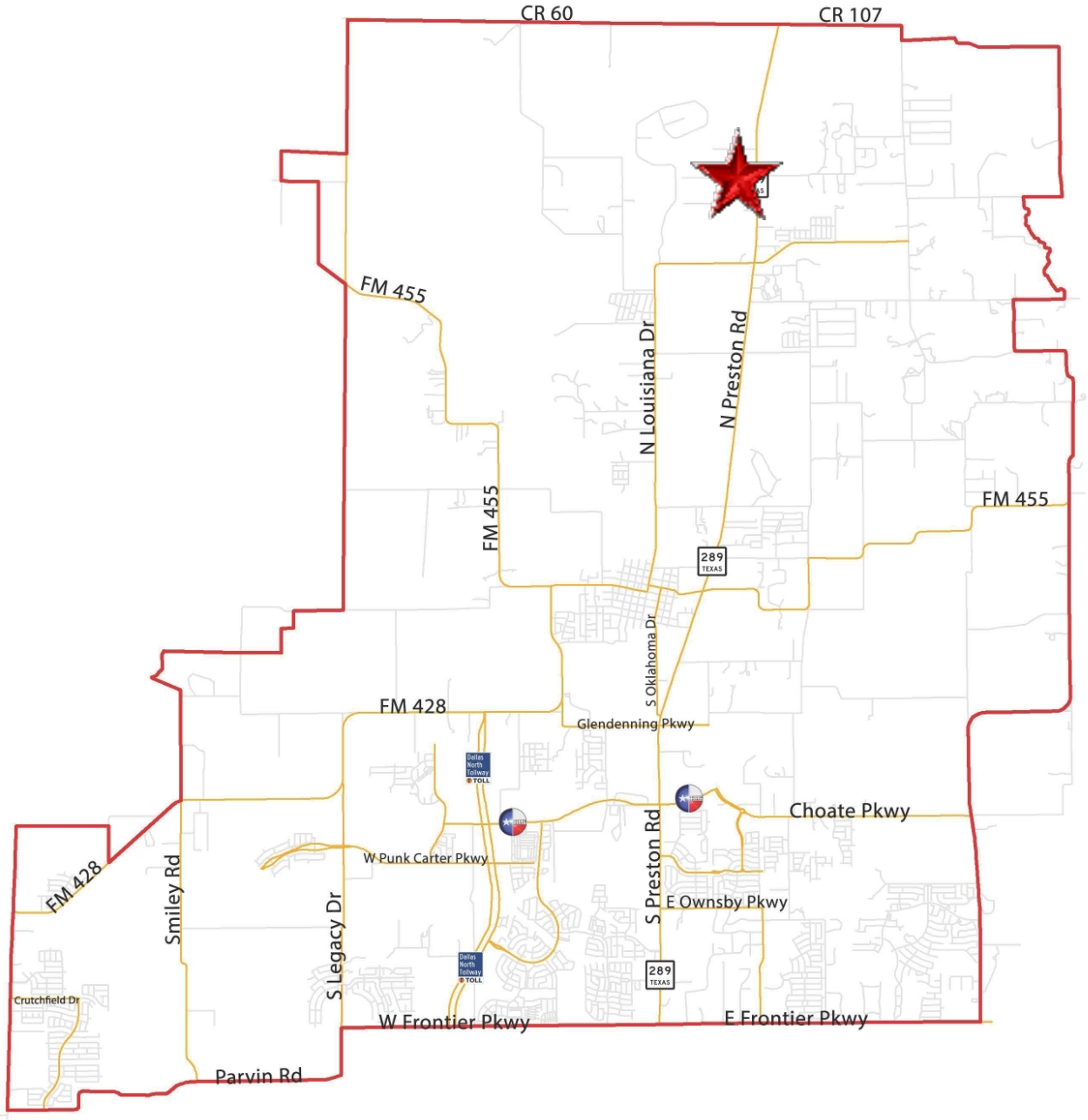
Financial Consideration:
N/A

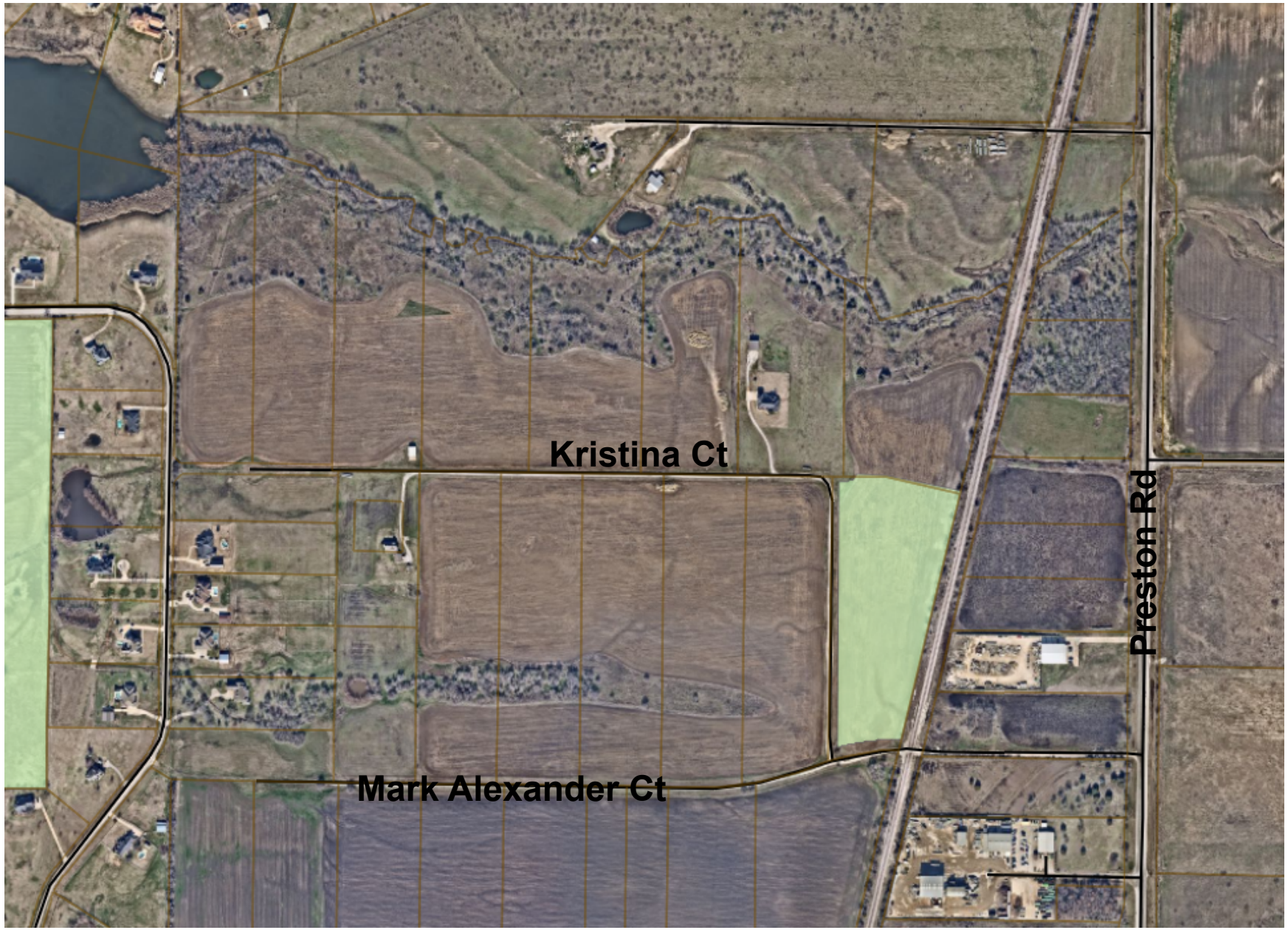
Staff Recommendation:
Staff recommends approval as presented.

PRESTON 450 (EXTENSION)

DEVELOPMENT AGREEMENT

City Council
November 11, 2025


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


Kristina Ct
Mark Alexander Ct
Preston Rd

BACKGROUND

- A Development Agreement for Preston 450 was approved in December 2022 that outlined additional estate residential lots with associated infrastructure investment
- The DA provided a Roadway Improvements deadline of December 31, 2025
- The applicant's request is to extend the roadway deadline 1 year until December 31, 2026, in order to accommodate construction
- The applicant has plans approved and is ready to begin construction, but cannot finish by the December deadline and is requesting an extension
- Off-site easement obligations took longer than expected

ORIGINAL DA CONCEPT

POLICY CONSIDERATIONS

- 1 acre estate residential lots remain in conformance with the City's long-range plans
- The City not partnering for estate residential could lead to undesirable land uses & densities
- Unregulated development adjacent to the North Preston Lakes community would be both undesirable and challenging to serve by public safety
- Future Bonfire Park is also adjacent to this area

RECOMMENDATION

- Staff recommends approval as presented

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Preston 450
Location Map
City of Celina

8/30/2022

N
W E
S

0 500 1,000
Feet

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (this "First Amendment") is entered into by and between Celina289 Holding, LLC (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, The City and Developer entered into the original Development Agreement (the "Agreement"), effective on December 21, 2022;

WHEREAS, the Agreement governs the terms of the creation of public infrastructure, including the development of the Roadway Improvements near the corner of Kristina Court and Mark Alexander Court withing the extraterritorial jurisdiction of the City; and

WHEREAS, the Developer has diligently worked since execution of the Agreement to complete Roadway Improvements but has encountered delays outside of its control; and

WHEREAS, the City and the Developer wish to extend the deadline for completion of the Roadway Improvements in the Agreement so that the purposes of the Agreement may be achieved.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this First Amendment and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Article 2.1(c)(3) of the Agreement is hereby amended to read as follows:

> (2) Developer shall design and construct two (2) lanes of Kristina Court from Mark Alexander Court to N. Preston Lakes Estates (the "Kristina Court Improvements"). The Kristina Court Improvements shall consist of asphalt pavement that matches the provided cross section in **Exhibit E** at twenty-nine (29) feet in width, along with standard design, constriction, and inspection items related thereto in accordance with the City Regulations. Such Roadway Improvements shall be complete no later than December 31, 2026. City shall reimburse Developer up to $2,300,000 in construction, design, and testing costs in accordance with Section 4.2 herein, as follows: (i) $1,100,000 at the time the City accepts the Public Infrastructure, and (ii) $1,200,000 twelve (12) months after the City accepts the Public Infrastructure.

2. Except as modified by this First Amendment, the Agreement shall remain in full force and effect and this First Amendment shall be binding upon Developer and CITY and their respective successors and assigns. If any inconsistency exists or arises between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall prevail. This First Amendment shall be governed by the laws of the State of Texas.

3. This First Amendment, together with the Agreement, embodies the entire agreement and understanding between Developer and CITY regarding the subject matters therein. Any and all prior or contemporaneous oral or written representations, agreements, understandings, or

statements other than those set forth in the Agreement or this First Amendment are of no force and effect.

4. If any term or provision of this First Amendment is found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this First Amendment cannot be affected thereby, and each term and provision of this First Amendment will be valid and enforceable to the fullest extent permitted by law.

5. Company, AEDC, and CITY hereby ratify and confirm the Agreement, as amended by this First Amendment.

6. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[signature pages to follow]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

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 _____, 20__, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

CELINA289 HOLDING, LLC

By: _____
Name: Piruthiviraj Loganathan
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 10/29/25, 20__, personally appeared Piruthiviraj Loganathan, Manager of Celina289 Holding, 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

RONDA L CHAPMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-07-2026
Notary ID # 664518-8

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Celina289 Holding, LLC (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, Developer owns 11.278 acres of land, generally located at the northeast corner of Kristina Court and Mark Alexander Court, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential uses (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 site plan attached hereto as **Exhibit C** (the "Site 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, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity to provide retail water service to the Property, and the Parties intend for the City to provide retail water service to the Property; 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 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 City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

380 Grants is defined in Section 4.2.

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

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 2.5.

End-Buyer is defined in Section 9.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Kristina Court Improvements is defined in Section 2.1(c)(2).

Notice is defined in Section 10.2.

Onsite Public Improvements is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit E**.

Site Plan means the site plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit F**.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed, and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys, as depicted on the Site Plan, including but not limited to, along Mark Alexander Court.

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit E**, Developer shall design and construct the following (the "Roadway Improvements"):

(1) At its sole cost and expense, all roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall design and construct two (2) lanes of Kristina Court from Mark Alexander Court to N. Preston Lakes Estates (the "Kristina Court Improvements"). The Kristina Court Improvements shall consist of asphalt pavement that matches the provided cross section in **Exhibit E** at twenty-nine (29) feet in width, along with standard design, constriction, and inspection items related thereto in accordance with the City

Regulations. Such Roadway Improvements shall be complete no later than December 31, 2025. City shall reimburse Developer up to $2,300,000 in construction, design, and testing costs in accordance with Section 4.2 herein, as follows: (i) $1,100,000 at the time the City accepts the Public Infrastructure, and (ii) $1,200,000 twelve (12) months after the City accepts the Public Infrastructure.

(d) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit F**, Developer shall design and construct the following (the "Water Improvements"):

(1) At its sole cost and expense, Developer shall construct all water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall construct improvements necessary to extend the eight (8) inch water line along Kristina Court from Mark Alexander Court to N. Preston Lakes Estates, to serve the Property as a temporary single point of connection. At the time the City accepts the Public Infrastructure, it shall reimburse the Developer up to $500,000 in construction, design, and testing costs in accordance with Section 4.2 herein.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or

specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(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 Site Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Site Plan shall be considered an amendment to this Agreement and shall replace the attached Site Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Site 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 Site 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 Site 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. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions,*

covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property. Any capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

4.2 380 Grant Financing.

(a) The City and the Developer hereby enter into a Texas Local Government Code Chapter 380 grant agreement to reimburse the Developer for funding the City's infrastructure funding obligations described in Sections 2.1(c)(2) and 2.1(d)(2) herein, which reimbursement is eligible for a grant pursuant to the terms of this Agreement and Chapter 380 of the Texas Local Government Code ("380 Grants"). The 380 Grants will be funded by lawfully available funds. Any costs of Developer that the City is obligated to reimburse pursuant to Section 2.1(c)(2) to fund the Kristina Court Improvements shall be funded from: (a) the first roadway capital recovery fees and impact fees collected from properties within the City's capital improvement program service area benefitting from the Kristina Court Improvements; and (b) other lawfully available funds. Any costs of Developer that the City is obligated to reimburse pursuant to Section 2.1(d)(2) to fund such Water Improvements shall be funded from: (a) the first water capital recovery fees and impact fees collected from properties within the City's capital improvement program service area benefitting from such Water Improvements; and (b) other lawfully available funds. The 380 Grants payable by the City to the Developer as more fully set forth in this Agreement are not secured by

a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City.

(b) The 380 Grants shall be paid only from funds of the City authorized by Article III, Section 52-a, of the Texas Constitution and Chapter 380 of the Texas Local Government Code. The Parties agree no other source of funds of the City is subject to the payment of the 380 Grants. The 380 Grants are subject to the City's appropriation of funds for such purpose to be paid in the budget year for which the 380 Grants to be paid. In the event of any conflict between the terms and provisions of this Section 4.2 and any other term or provision of this Agreement, the terms and provisions of this Section 4.2 shall control. This Section 4.2 shall expressly survive the expiration or termination of this Agreement.

4.3 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN

INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.3 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.

4.4 <u>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</u>.

(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 4.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer;

(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 Site 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 Site 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
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the

City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (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.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or

interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Site 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.

9.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	Celina289 Holding, LLC Prithiviraj Loganathan 421 Country Club Dr. Fairview, TX 75069 E-mail: prithivi@ustamil.com TEL: 512-994-7727

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of

this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Site Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	Water Improvements

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or

rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[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 12/13, 2022

Date: 12/21/22

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21 day of 12, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL) LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

Lauren Field
Name printed or typed

Commission Expires: 07-05-26

DEVELOPER:

CELINA289 HOLDING, LLC

By: _____
Name: Prithiviraj Loganathan
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 December 12th, 2022, personally appeared Prithiviraj Loganathan, Manager of Celina289 Holding, 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

PRESTON DEBES
Notary Public, State of Texas
Comm. Expires 06-29-2026
Notary ID 133835705

EXHIBIT A
DESCRIPTION OF THE PROPERTY

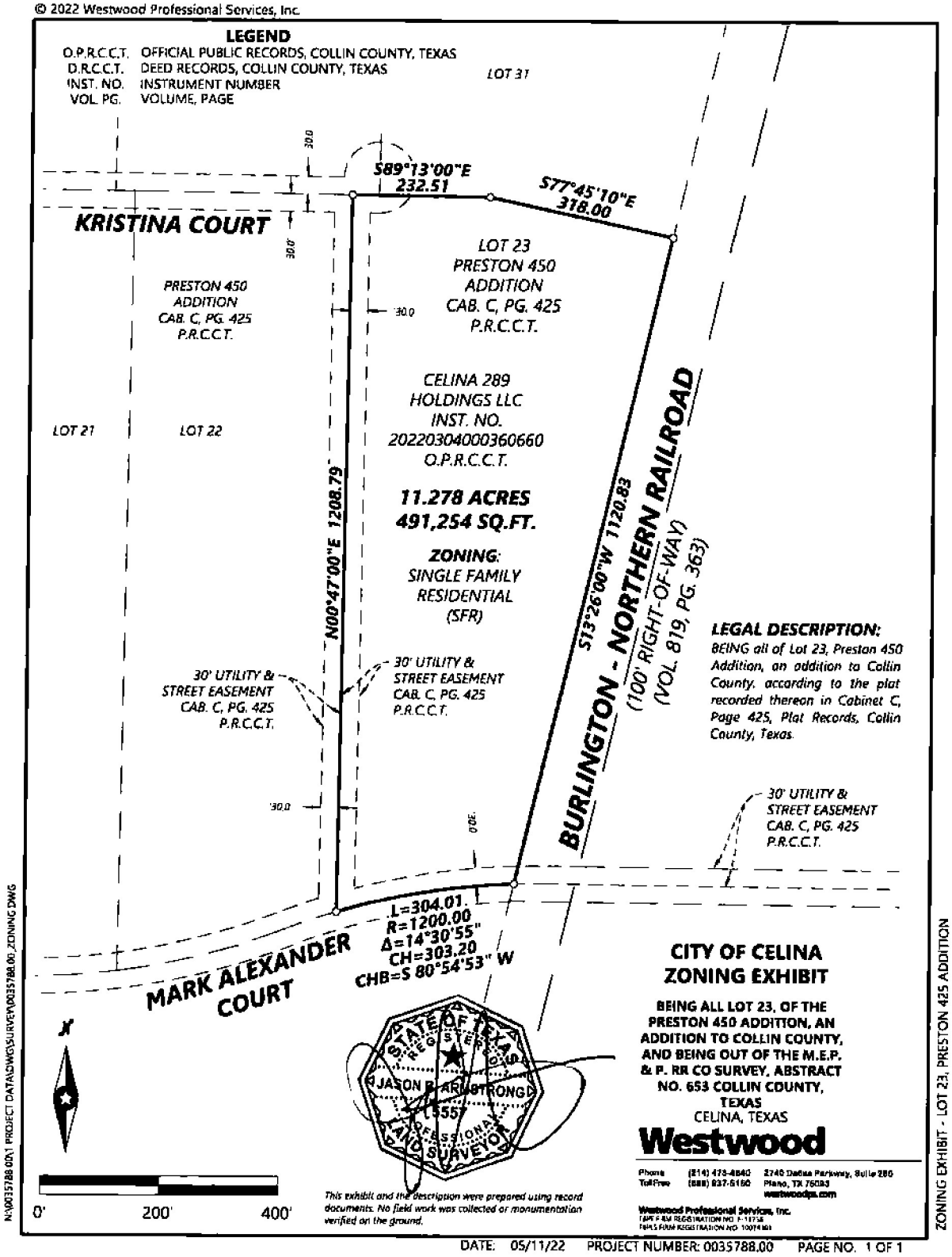


EXHIBIT B
DEPICTION OF THE PROPERTY

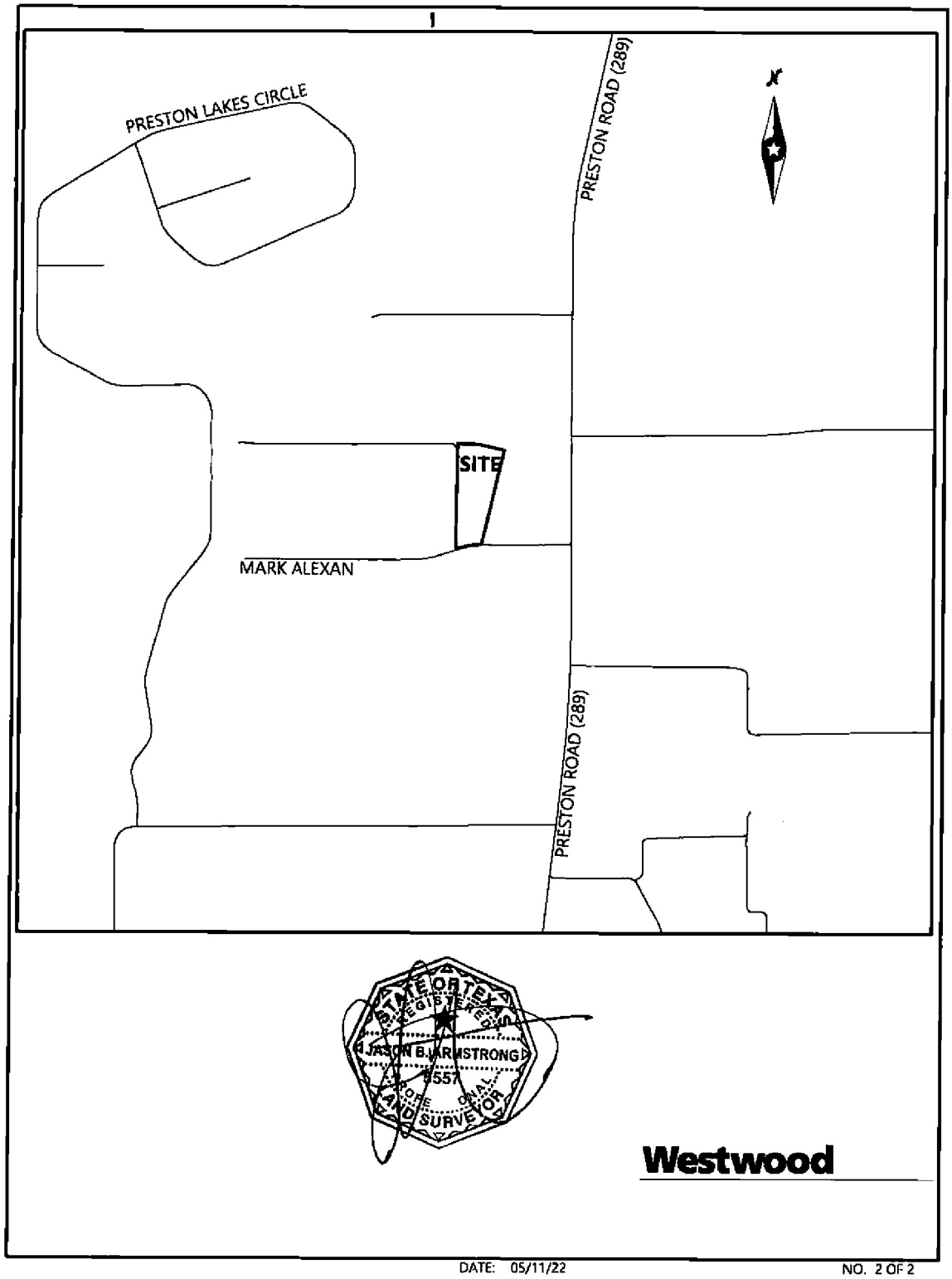


EXHIBIT C
SITE PLAN

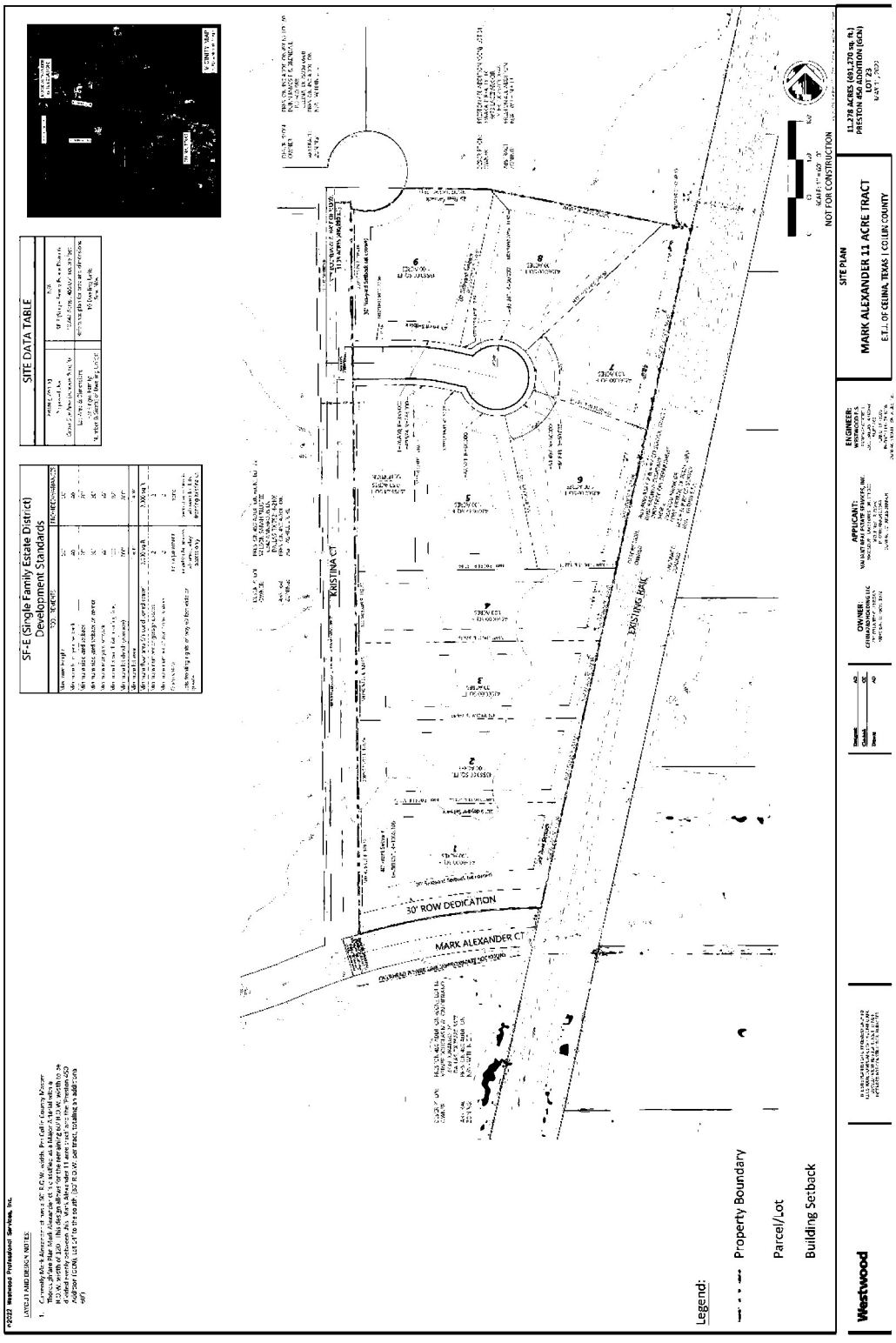


EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan
The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature.

Purpose
The subject property is intended to provide for an estate residential development that is rural or country in nature with large lots. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development standards.

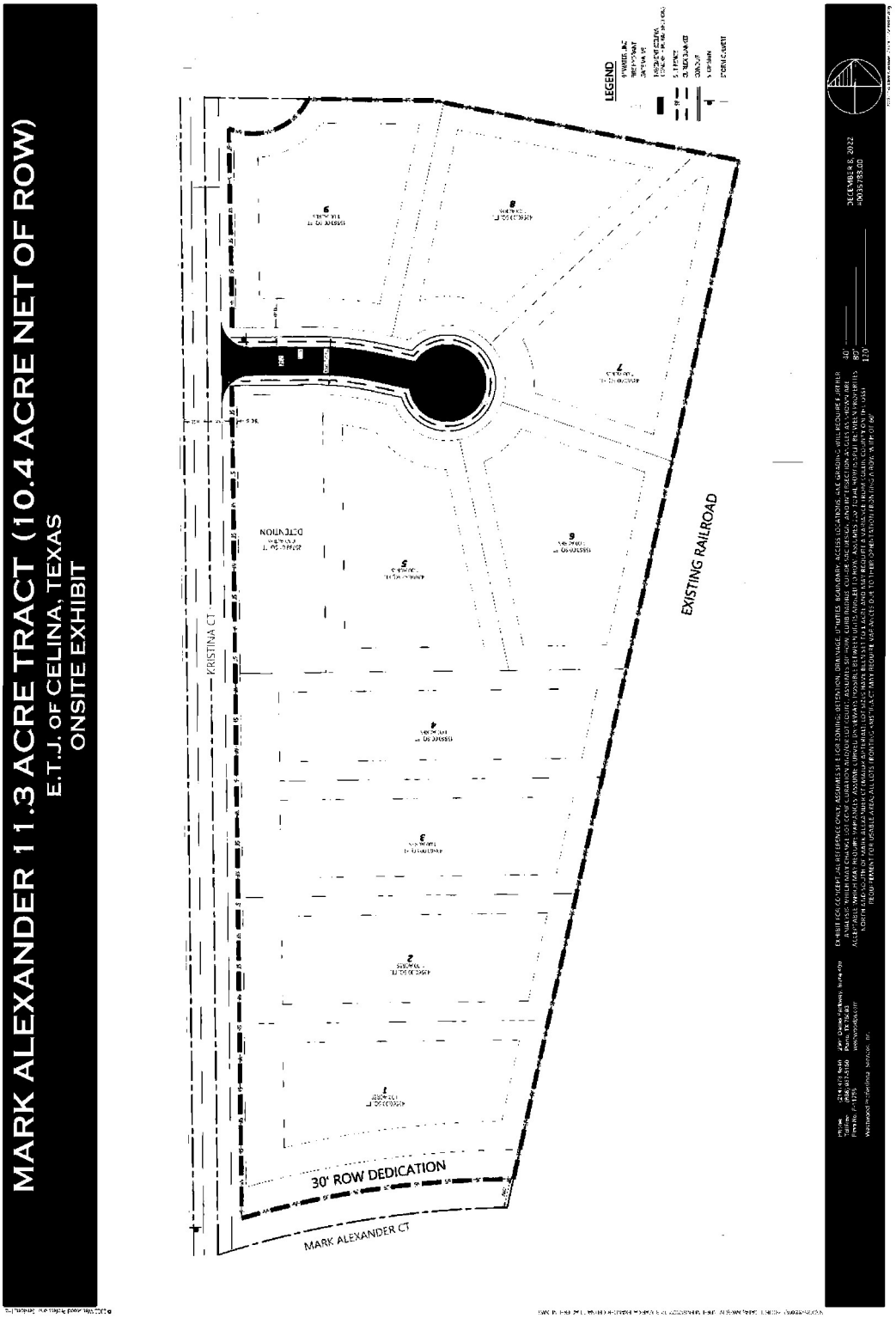
Architecture
The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, as they may be amended. Architecture may include vertical siding for a "modern farmhouse" elevation, with stone accents on the front elevation, but must otherwise conform to the design standards.

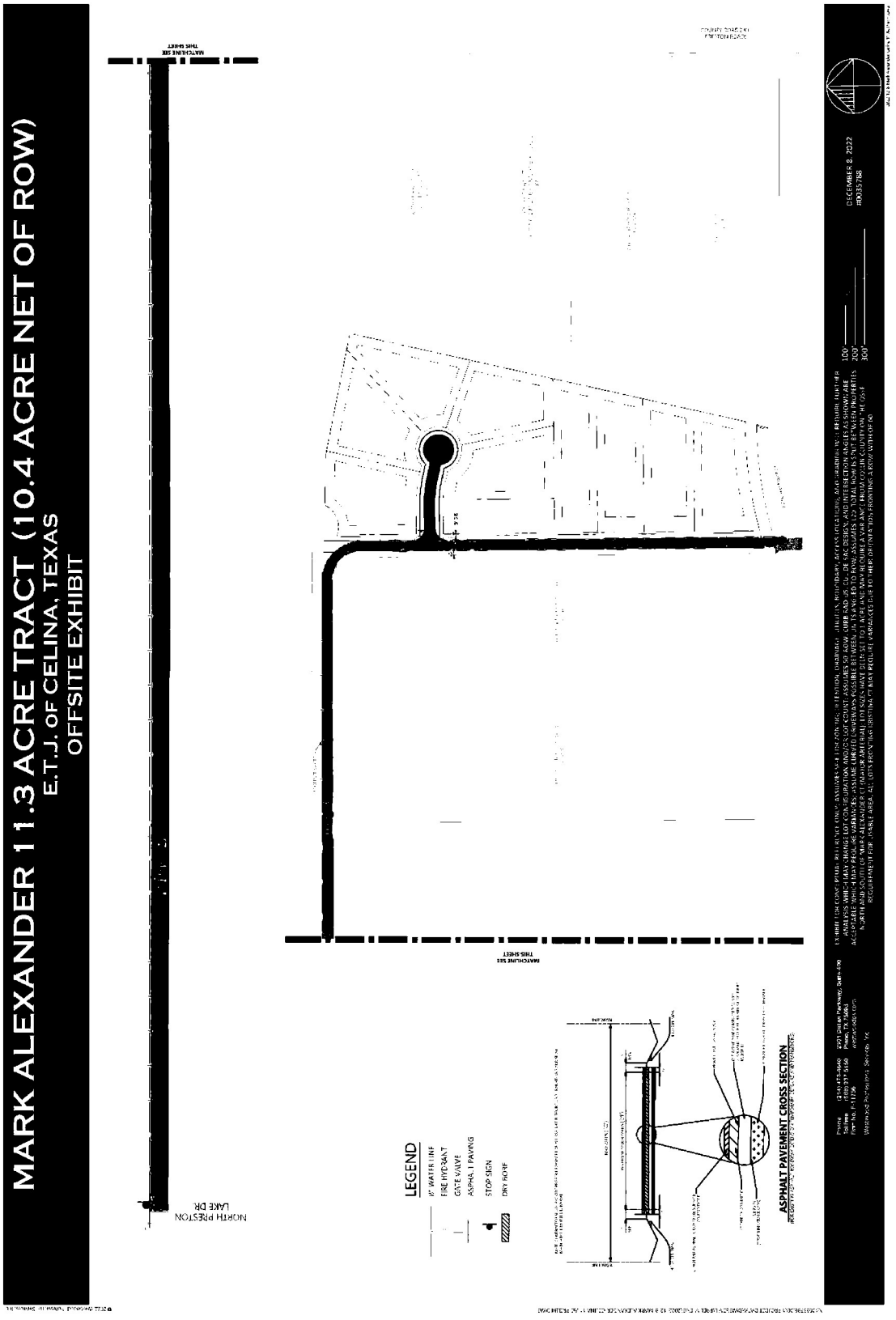
Open Space, Trails, & Amenities
Additional open space above and beyond what is shown on the Concept Plan and compliance with the Neighborhood Vision Book is not required due to the minimum lot size being one (1) acre. Other standard regulations apply, such as the perimeter roadway landscape buffers, sidewalks, and any associated detention.

Zoning
The base zoning shall be Single-Family Residential Estate District ("SF-E"), and the development shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. All streets shall be concrete with a rural cross section (concrete, bar-ditch drainage, no sidewalk).
2. All private lot fencing shall be ornamental iron where adjacent to thoroughfares.
3. The developer shall connect to internet and gas.

EXHIBITS E & F
ROADWAY AND WATER IMPROVEMENTS




MARK ALEXANDER 11.3 ACRE TRACT (10.4 ACRE NET OF ROW)
E.T.J. OF CELINA, TEXAS
OFFSITE EXHIBIT
NORTH PRESTON LAKE DR.
LEGEND
8" WATER LINE
FIRE HYDRANT
GATE VALVE
ASPHALT PAVING
STOP SIGN
DRY BORE
ASPHALT PAVEMENT CROSS SECTION
DECEMBER 8, 2022
#00357788

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2023000004932

eRecording - Real Property

AGREEMENT

Recorded On: January 18, 2023 02:59 PM

Number of Pages: 27

" Examined and Charged as Follows: "

Total Recording: $126.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2023000004932
Receipt Number:	20230117000703
Recorded Date/Time:	January 18, 2023 02:59 PM
User:	Michelle K
Station:	Workstation cck036

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act to award RFP #2025-057 for fireworks display services to Pyro-Tex Inc., for an annual amount of $32,400.00 for a contract term not to exceed $129,600.00. (Monaco)

Background Information:
On September 25, 2025, the City received responses to RFP #2025-057 for fireworks display services for the annual Splash and Blast event. The bid invitation was advertised in the local paper and posted on the City's eProcurement system, in which 57 vendors were notified. Two (2) no-bid and three (3) responses were received.

The initial review was completed by Purchasing to verify submissions met the minimum requirements. All vendors moved forward and were evaluated by a committee using the criteria set forth in the specification. Upon completion of the evaluation, staff unanimously recommended Pyro-Tex, Inc.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Agreement - 2025-057 with Exhibits
3. Solicitation Recap
4. Bid Evaluation
5. Bid Tabulation

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 bid as presented.

Fireworks Display for Splash & Blast

Joe Monaco
Director of Marketing & Communications

BACKGROUND

- In August 2025, the City issued a Request for Proposals (RFP) for a fireworks display provider for the annual Splash & Blast celebration.
- The City received three proposals from: (1) **Pyrotex**, (2) **Rushing Pyrotechnics, LLC**, and (3) **Pyro Shows of Texas**
- After review, Pyrotex received the highest evaluation score based on: (1) **Quality of Fireworks Display Proposal**, (2) **Experience with Similar Projects and References**, and (3) **Price**
- The initial contract term is one (1) year, with the option to extend for up to three (3) additional one-year periods upon mutual agreement.

Supplier Scoring Summary **2025-057 - Fireworks Display - Scoring Round**

Supplier	Rank	Score	Fireworks Display Proposal	Fireworks Display Proposal	Experience with Similar Projects/ References	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5	Cost - Formula based	Price
		100	45.00		8.00	8.00	8.00	8.00	8.00		15.00	
Pyrotex	1	97.58	44.67		8.00	8.00	8.00	7.67	8.00		13.25	
Rushings Pyrotechnics LLC	2	91.58	37.67		7.83	7.83	7.83	7.83	7.83		14.75	
Pyro Shows of TX	3	88.17	39.67		7.00	7.00	7.00	7.00	7.00		13.50	
		92.44	40.67		7.61	7.61	7.61	7.50	7.61		13.83	

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 **Pyro-Tex, Inc.** (Provider) for **Fireworks Display** (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 **Fireworks Display**. The Provider agrees to provide services relative to the following Project: **RFP 2025-057 Fireworks Display** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and **Exhibit A: Request for Proposal**, 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 may be authorized from time to time by the City in writing.

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

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 three 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: Request for Proposal and Addendum 1
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
Pyrotex
4368 FM 1553
Leonard, TX 75452
Paige@pyrotex.com

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. The exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CITY OF CELINA

Robert Ranc, City Manager

Date

PROVIDER

Paige Mejia (Oct 27, 2025 18:25:12 CDT)

Paige Mejia/Co-Owner

Type/Print Name and Title

10/27/2025

Date

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-057
SOLICITATION NAME: FIREWORKS DISPLAY
PROJECT #: N/A

Bid Opening Date	September 25, 2025	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	57
Number of Submissions:	3
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	3
Number of No Bids	2
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 submittals were received. Upon review, all submittals were deemed responsive and sent to the department for further review.

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

Recommended Vendor(s):	Pyro-Tex Inc.
Contract Term:	One year with three optional one-year renewals

Benjamin Sutton	10/28/2025
Submitted By	Date

Supplier Scoring Summary 2025-057 - Fireworks Display

Supplier	Rank	Score	Fireworks Display Proposal	Fireworks Display Proposal	Experience with Similar Projects/ References	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5	Cost - Formula based	Price
		100	45.00			8.00	8.00	8.00	8.00	8.00		15.00
Pyrotex	1	97.58	44.67			8.00	8.00	8.00	7.67	8.00		13.25
Rushings Pyrotechnics LLC	2	91.58	37.67			7.83	7.83	7.83	7.83	7.83		14.75
Pyro Shows of TX	3	88.17	39.67			7.00	7.00	7.00	7.00	7.00		13.50
		92.44	40.67			7.61	7.61	7.61	7.50	7.61		13.83

Tab Sheet
RFP #2025-057
Fireworks Display

				Rushing's Pyrotechnics LLC		Pyro Shows of TX		Pyrotex	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Main Package								
1.1	Annual Fireworks Display	1	EA	$27,000.00	$27,000.00	**$26,500.00**	**$26,500.00**	$27,000.00	$27,000.00
					$27,000.00		**$26,500.00**		**$27,000.00**
2	Reschedule Fee								
2.1	Reschedule Fee	1	EA	$0.00	$0.00	$2,650.00	$2,650.00	$5,400.00	$5,400.00
					$0.00		**$2,650.00**		**$5,400.00**

Life Connected.

City Manager's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Karla Stovall, Assistant City Manager
Date: November 11, 2025

Agenda Item:
Consider and act upon an Ordinance amending the Master Fee Chart. (Owens)

Background Information:
The City of Celina conducts an annual review of the Master Fee Chart to ensure that fees charged for services adequately recover the costs of providing those services and remain in compliance with local and state laws. The City last updated its Master Fee Chart on October 8, 2024. The proposed updates include minor adjustments to existing fees, the addition of new fees where needed, removal of outdated fees, and the incorporation of previously adopted fees by Ordinance.

As part of this year's update, the City is incorporating Ordinance No. 2022-01 — Mitigation Rates for Fire Services into the Master Fee Chart for consistency and ease of public reference. There are no changes to the fees within the Ordinance.

Please refer to the attached staff presentation and redline document for further details. This agenda item was presented to City Council during Work Session at the October 14th meeting.

Legal Review:
The City Attorney has reviewed the Ordinance.

Supporting Documents:
1. Staff Presentation
2. Ordinance
3. Master Fee Chart - Clean
4. Master Fee Chart - Red Line (Draft)

Financial Consideration:

Staff Recommendation:
Staff recommends approval.

MASTER FEE CHART

ANNUAL AMENDMENT

City Council
November 11, 2025

BACKGROUND

The Master Fee Chart consolidates fees from many areas, including Building, Fire, Library, Parks, Utility Billing, Planning, and others.

The primary purpose of the review:

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

FEE CATEGORIES NOT CHANGING

The following areas are proposing no changes:

- Right-of-Way Management fees
- EMS fees
- Tree Mitigation fees
- Utility Rates
- Drainage Utility fees
- Miscellaneous fees

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Residential Miscellaneous Permits (Minor Permits)		
Residential Home Back-up Power Systems (SB 1202)	N/A	$50 application + $100 permit
New Commercial & Multi-Family		
Fourth (or more) Plan Review Fee	$1,000 + $1,000 for each additional round	$1,500 (doubling each additional round)
Expired Permits/Refund	N/A	50% refund on permit fee if prior to work beginning
Re-inspection	N/A	$100 per failed inspection after 2nd failed inspection

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family		
Fourth (or more) Plan Review	$500 (escalates by $100 each time thereafter)	$500 (doubling each additional round)
Water Well Drilling	N/A	$200
Sign/Promotional Event Permits		
Third (or more) Plan Review Fee	$25	$100 (doubling each additional round)
Engineering Fees		
Traffic Studies	N/A	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 acre

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Site Development Fees (Civil Permit)		
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)	$1,500 (doubling each additional round)
Civil Permit Fee – Schools	N/A	$9,656 (per connection)
Civil Permit Fee – Miscellaneous Cases	N/A	$0.79 (per sq ft impervious surface)
Fire Services Permit & Inspection Fees		
Emergency Responder Communication System Fire Pump Smoke Control System	1 – 150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each	$300 each
Special Events	N/A	$300
Code Modification Request	N/A	$300

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Planning Services		
Fourth (or more) Review Fee	$1,000 + $1,000 for each additional round	$1,000 (doubling each additional round)

FIRE DEPARTMENT FEES

Master Fee Chart - Page 10, is the incorporation of Ordinance No. 2022-01, Mitigation Rates. The fees are not changing.

Categories:

- Motor Vehicle Incidents
- Hazardous Materials (HAZMAT)
- Fire Investigation
- Fires
- Illegal Fires
- Water Incidents
- Back Country or Special Rescue
- Chief Response
- Miscellaneous / Additional Time On-Scene
- Gas Leaks (Natural)
- Fire Marshal Inspection and Permitting Fees

SERVICE AND GARBAGE FEES

Garbage Collection (Residential / Senior Citizen) + 8.25% Tax		
Effective	**11/18/2023**	**12/18/2025**
Trash	$17.74 / $16.76	$15.60 / $14.72
Recycling	$3.97 / $3.97	$3.88 / $3.88
Extra Cart	$10.75	$9.65
Garbage Collection (Mustang SUD Customers) + 8.25% Tax		
Trash	$17.74	$15.60
Recycling	$3.97	$3.88
Extra Cart	$10.75	$9.65

Following the recent Request for Proposal (RFP) for solid waste services, the City is transitioning to a new provider, CWD, which will result in reduced utility bill fees for residents. The residential customer fee for garbage collection will decrease from the current $21.71 to a proposed, $19.48, a reduction of 10% in their monthly bill. Similarly, senior citizen customers will see their fee drop from $20.73 to a proposed $18.60, also a 10% reduction to their monthly utility bill.

DOWNTOWN COMPACTOR TRASH RATES

Downtown Compactors (City Owned)		
	~~Monthly (1 pickup/week)~~	Monthly (2 pickup/week)
Tier 1 – Service Company	~~$50~~	~~$80~~ $45
Tier 2 – Service Company	~~$150~~	~~$250~~ $135
Tier 3 – Food Service Company		
0-125 Max Occupancy (inside/outside)	~~$500~~	~~$600~~ $450
126-225 Max Occupancy (inside/outside)	~~$600~~	~~$700~~ $540
226-300 Max Occupancy (inside/outside)	~~$700~~	~~$800~~ $630
Replacement of Key	$100	
Illegal Dumping Fee (no 1-time use allowed)	$1,000	

PARKS AND RECREATION FEES

Athletic Game Fields				
	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Non-Resident		
Synthetic Diamond Field	$50	~~$25~~ $75	$400 (per day)	$10 per participant, per field, as applicable**
Grass Diamond Field	$50	~~$25~~ $75	$350 (per day)	
Synthetic Rectangle Field	$50	~~$25~~ $75	~~$200~~ $250 (per day)	
Grass Rectangle Field	$50	~~$25~~ $75	$200 (per day)	
Tennis/Pickleball Court	N/A			

*A $100 non-refundable initial payment is required to hold each field. Tournament fee includes a one-time, initial field set-up (chalk, lines, etc.)

PARKS AND RECREATION FEES

Additional Facility Fees		
Game Field Preparation (after initial field set-up)	~~$30~~ $40 per field, per set-up	
Pavilion		
Main Pavilion at Old Celina Park (6-Hour Block)	Resident	Non-Resident
Half of Main Pavilion	~~$75~~ $50	~~N/A~~ $100
Entire Main Pavilion	~~$125~~ $100	~~N/A~~ $200
Event Site Restoration Fee (Refundable)		
	Approved 2024 Fee	Proposed 2025 Fee
Site Restoration Fee	~~0-250 participants - $250~~ ~~251-500 participants - $400~~ ~~501 – 1,000 participants - $600~~	Tier 1 - $250 Tier 2 - $400 Tier 3 - $600 Tier 4 - $800
Old Celina Park (full facility rental fee)	~~$1,100 (4 hours)~~ $1,100 (6 hours)	
Old Celina Park (half facility rental fee)	$550 (6 hours)	

LIBRARY FEES

Name	Approved 2024 fee	Proposed 2025 fee
Lost or Damaged Material	Replacement cost of the item documented in the library database record	The replacement list cost of the item that is documented in the library bibliographic record, and a $5.00 processing fee.
Copies & Printing	N/A	$0.50 per page for color
*Library material that is 60 days or more overdue is considered lost, and the replacement list cost of the item is added to the borrower's record, plus a $5.00 processing fee.		

NEXT STEPS

- Implementation by departments

QUESTIONS?

CITY OF CELINA, TEXAS

ORDINANCE 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART (APPENDIX A); PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, 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 County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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. Amendments

3.01 That the City of Celina Code of Ordinances, Appendix A: Master Fee Chart, is hereby amended by way of replacement in its entirety to read as contained in the attached **Exhibit A**, which is hereby incorporated as part of this Ordinance.

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases, and words are not amended and are hereby ratified and affirmed.

Section 4. Repealer. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Section 5. Savings. All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees 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 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 7. Penalty. 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. 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 Five Hundred Dollars ($500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

Section 8. Publication. 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 Clause of this Ordinance as required by Section 52.013 of the Local 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 Ordinance records of the City.

Section 10. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of November 2025.

CITY OF CELINA:

Ryan Tubbs, Mayor

ATTEST:

Ashley Owens, City Secretary

CITY OF CELINA
MASTER FEE CHART

PROPOSED NOVEMBER 11, 2025

Life Connected.

MASTER FEE CHART

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MASTER FEE CHART

Development Fees	
Building Permit Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$425 + $200 each additional review after 2nd
Revised Plan Review	$200
Building Permit	$1.12 per sf under roof
T-Pole	$100
Irrigation	$200
Fence	$75
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-Up/ Skipped Inspection	$200 (doubles for every offense on same project)
Paid Same Day Inspection	$150 (requested and paid for before 8AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$75
Temporary CO	$250
Parkland Dedication	1 acre each 50 lots (or $3 per sf of land of that acreage or appraisal)
Park Improvement	$1,500 per unit
Building Activity	$600 per building
Technology	$500 if/when applicable
Outdoor Warning Device	$40 per unit (SF)
Capital Recovery Fees	If/When applicable
Impact Fees	See Impact Fee Chart (may vary with agreement)
Residential Remodels & Additions	
Application	$50
Plan Review	$125 + $125 each additional review after 2nd
Building Permit Fee	$0.68 per sf under roof ($200 minimum)
Building Fee	$100 per (MEP)
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Working without Permit	Double the permit fee (2nd offense is 3x the cost)
Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit - Mechanical	$100
Building Permit - Electrical	$100
Building Permit - Plumbing	$100
Working without a Permit	Double the permit fee (2nd offense is 3x cost)

MASTER FEE CHART

Residential Miscellaneous Permits (Minor Permits)	
Application Fee	$50
Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8AM)
Demolition or Foundation Repair	$100
Driveway/Flatwork	$100
Fence	$50
Solar Panel/Storm Shelter/Windows/Doors	$100
House Moving	$400
Irrigation	$200
Backflow Installation	$75
Manufactured Home	$100 + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pits, etc.)	$250 per structure
Pool/Spa	$250 (Major)/$100 (Minor)
Generator/Water Softener	$100
Refund Policy	50% of permit fee when no work has been done
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Retaining Wall	$100
Roof/Roof Repair	$100
Simple Grading- Single Lot	$75
T-Pole	$75
Unauthorized Cover-Up/Skipped Inspection	$200 (doubles for every offense on same project)
Water Well Drilling	$100
Work without Permit fee	Double the permit fee
Residential Home Back-Up Power Systems (solar, generator, and energy storage systems) SB 1202	$50 application + $100 permit
New Commercial & Multi-Family	
Application	$250
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$1,500 (doubling each additional round)
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8AM)
Unauthorized Cover-Up/ Skipped Inspection	$500 (doubles for every offense on same project)

MASTER FEE CHART

Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	$0.90 per sf under roof
Re-Inspection	$100 per each inspection after 2nd failed inspection
Administrative Fee	$20 per sub-swap
Foundation	$100
Irrigation	$200
Building Fee (M.E.P.)	$0.07 per square foot (minimum $100)
Outdoor Warning Device	$14 per unit
T-Pole	$150
Building Activity	$500 per building
Technology	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	$200
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	$500 (doubling each additional round)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8AM)
Commercial Building Permit	$8 per $1,000 in value ($200 minimum)
Multi-Family Building Permit	$0.44 per square foot
Building Fee (M.E.P.)	$0.07 per square foot ($75 minimum)
Clean & Show/ Meter Release	$75
Administration Fee	$20 per sub-swap
Demolition / Foundation	$100
Re-Roof	$100 permit (per building)
Irrigation	$200
Commercial Pool	$500 + trades minimum

MASTER FEE CHART

Driveway / Flatwork	$100
Retaining Wall/Screen Wall/ Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$150
Temporary Trailer	$200 + trades minimum
Temporary Batch Plant	$350
Unauthorized Cover-up/ Skipped Inspection	$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$300 every 30 days (escalates)
Water Well Drilling	$200
Annual Contractor Registration	
Mechanical, Electrical, Plumbing Contractor	No charge per state law
General Contractor	$100
Irrigator Contractor	$100
Sign Contractor	$100
Right-of-Way Contractor	$100
Utility Franchise Contractor	No charge
Working without Permit Fee	Double the permit fee & Re-register as a Contractor
Signs/Promotional Event Permits	
Wall Sign or Miscellaneous	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
3rd (or more) Plan Review Fee	$100 (doubling each additional round)
Promotional Event	$50 + $50 food (if applicable)
Engineering Fees	
Non-Franchise	$75
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review	$500
Floodplain Permit	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre
Traffic Studies	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500

MASTER FEE CHART

	20+ acres: $1,000 + $10 per acre
Earthwork/Grading Permit	0-5 acres: $150 5.1-10 acres: $250 10+ acres: $500 + $10 per acre
Site Development Fees (Civil Permit)	
Admin Fee	$2,476
Plan Review	$262 (per page)
Fourth (or more) Plan Review	$1,500 (doubling each additional round)
Landscape/Hardscape Plan	$200 application + $250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Residential	$601 (per lot)
Civil Permit Fee - Non-Residential	$23,358 (per acre)
Civil Permit Fee - Multi-Family	$8,037 (per connection)
Civil Permit Fee – Schools	$9,656 (per connection)
Civil Permit Fee – Miscellaneous Cases	$0.79 (per sq ft impervious surface)
Civil Permit Fee – Off-Site and Major Infrastructure	$262 (per page)
District Decertification	$1,750 (per acre) or $2,500 (per meter)
Right-of-Way Management Fees Streets, sidewalks, and other public places	
Permit Application	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network nodes)
	$500 (1–5 network nodes)
	$1,000 per pole
Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)	$250 annually for each network node
	$20 per year for city pole attachment

MASTER FEE CHART

Public Inconvenience Penalty Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	$0.26	$0.52	$0.78	$1.04
Driveway	Per each	$39	$78	$117	$156
Traffic Lane	Per sf	$0.0521	$0.1042	$0.1563	$0.2084

Fire Services	
Permit & Inspection Fees	
Application Fee	$200 per permit (applies to all permit types)
In-House Plan Review	$200
In-House Plan Re-Review	$150
3rd Party Plan Review	As applicable
Fire Alarm	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Fire Sprinkler (new commercial or multi-family)	0-100,000 sf - $0.05 per sf 100,000+ sf - $0.03 per sf
Fire Sprinkler (tenant finish-out / remodel)	1-150 sprinkler heads: $250 150+ sprinkler heads: $300 Additional floors (beyond 1st): $50 each
Fire Sprinkler – Single Family	$150
Standpipe Hose Valve System	$200 Additional floors (beyond 1st): $50 each
Fire Vertical Release	$150
Emergency Responder Communications System Fire Pump Smoke Control System	$300 each
Alternate Suppression System Battery Systems Clean Agent Suppression System Co2 Beverage Dispensing System Door Access Control (per floor) Emergency Generator Fire Lane Traffic Control Device Flammable/Combustible Storage Tank (each) Gate Access Control (per gate) Hazardous Materials	$200

MASTER FEE CHART

High Piled Storage Hood Suppression System (per hood) Industrial Oven Inspection Types (not accounted for) Smoke & Heat Removal System Spraying or Dipping Operations Underground Fire Main & Remote FDC (each) Wire and/or Cable Inspection (per Building)	
Temporary Tent or Canopy (per structure)	$150
Open Burn Permit	$100 per area
Pyrotechnic Display (Fireworks)	$300
Special Events	$300
Code Modification Request	$300
Aboveground Temporary Fuel Tank	$200
Working without a Permit	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag/Failed Inspection/Stop Work Order	$250 (each occurrence)
After Hours Inspection/Standby Personnel	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)
Health Services	
Food Service Establishment	$375
Food Service - Limited Purpose/Private School	$100
Food Service - Non-Profit/Public School	No charge
Grocery Store - Major	$650
Grocery Store - Minor	$275
Late Annual Renewal	$150
Re-inspection Fee	$100
Seasonal Food	$150
Temporary Food/ Event Vendor	$100 (included fire inspection)
Pool (Public or Semi-Private)	$225
Peddler/Solicitor/Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $25 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

MASTER FEE CHART

Planning Services	
Application Fee	$300
Site Plan Review	$750
Minor/Amending/Conveyance Plats	$400
Preliminary/Replat/ Final Plats	$500 + $15 per lot
Plat Processing Fee	$300
Development Agreement (Minor)	$1,000
Development Agreement	$5,000
Development Agreement (Major)	$12,000
Legal Interpretation of Development Agreement	At cost (as invoiced) – minimum $3,000
Fourth (or more) Review Fee	$1,000 (doubling each additional round)
Annexations/PDs/Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter (no application fee)	$200
Variance (BOA)/HPC	$300
Zoning Signage	$350
Alley/ROW Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Tree Removal	
Tree Removal Permit	$200 (+ mitigation - see Tree Valuation Schedule)
6”- 10” (DBH)	$600 x (multiplier)
11”- 20” (DBH)	$1,600 x (multiplier)
21”- 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs

MASTER FEE CHART

Fire Department Fees	
EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200
Security Alarm Fees	
Annual, Nonrefundable - New Alarm permit or Renewal (Residential)	$35
Annual, Nonrefundable - New Alarm Permit or Renewal (Commercial & MF)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees, and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx	
Mitigation Rates	
The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided. For more information and details please see Ordinance No. 2022-01.	

MASTER FEE CHART

Motor Vehicle Incidents	
Level 1 – Provide hazardous materials assessment and scene stabilization.	$506
Level 2 – Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal.	$576
Level 3 – Car Fire – Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.	$704
Extrication – Includes heavy rescue tools, ropes, airbags, cribbing, etc.	$1,520
Creating a Landing Zone – Includes Air Care (multi-engine company response, mutual aid, helicopter)	$465
Additional Time On-Scene	Engine - $466 per hour Truck - $582 per hour Miscellaneous equipment - $341
Hazardous Materials (HAZMAT)	
Hazmat Level 1 (Basic Response) – Includes engine response, first responder assignment, perimeter establishment, evacuations, set-up and command	$816
Hazmat Level 2 (Immediate Response) – Includes Level 1 and hazmat certified team and appropriate equipment, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.	$2,913
Hazmat Level 3 (Advanced Response) – Includes Level 1 & 2 and first responder set-up and command, robot deployment, recovery and identification of material, detection equipment. Includes three (3) hours of on-scene time.	$6,875 Each additional hour at $336 per HAZMAT Team.
Additional Time On-Scene (for all levels of service)	Engine - $466 per hour Truck - $582 per hour Miscellaneous equipment - $341

MASTER FEE CHART

Fire Investigation	
Fire Investigation Team • Scene Safety • Investigation • Source Identification • K-9/Arson Dog Unit • Identification Equipment • Mobile Detection Unit • Fire Report	$321 per hour
Fires	
Assignment • Scene Safety • Investigation • Fire/Hazard Control	$466 per hour, per engine / $582 per hour, per truck
Illegal Fires	
Assignment	$466 per hour, per engine / $582 per hour, per truck
Water Incidents	
Level 1 – Basic Response Engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation.	$466 plus $58 per hour, per rescue person
Level 2 – Intermediate Response Includes Level 1 services as well as clean up and material used, minor hazardous clean up and disposal.	$932 plus $58 per hour, per rescue person
Level 3 – Advanced Response Includes Level 1 and 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment	$2,334 plus $58 per hour per rescue person, plus $117 per hour per HAZMAT team member.
Level 4 – Itemized Response	Option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR).
Back Country or Special Rescue	
Itemized Response	Minimum billed $466 for the first response vehicle plus $58 per rescue person. Additional rates of $466 per hour per response vehicle and $58 per hour per rescue person.

MASTER FEE CHART

Chief Response	
Includes the set-up of Command and providing direction of the incident. This could include operations, safety and administration of the incident.	$290 per hour
Miscellaneous / Additional Time On-Scene	
Engine	$466 per hour
Truck	$582 per hour
Miscellaneous equipment	$342 per hour
Gas Leaks (Natural)	
Level 1 – Natural gas leak outside without fire Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.	$466 per hour, per engine / $582 per hour, per truck
Level 2 – Natural gas leak outside with fire Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.	$748 per hour, per engine / $58 per hour, per truck
Level 3 – Natural gas leak inside structure Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.	$932 per hour, per engine / $58 per hour, per rescue person
Fire Marshal Inspection and Permitting Fees	
Fire Alarm System Permits	Residential Permit Fee - $50 annually (This residential fee shall be waived if a burglar alarm permit fee has already been paid.) Non-Residential Permit Fee - $100 annually
False Alarm Billing Fee (Residential)	1) The first three (3) false alarm calls within a twelve (12) month period are free of charge 2) The fee for the fourth (4th) and fifth (5t 11) false alarm calls within a twelve (12) month period is $75 per call 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is $250 per call 4) The fee for the eight (8th) false alarm call and any false alarm call beyond the eighth (8th)

MASTER FEE CHART

	within a twelve (12) month period is $500 per call.
False Alarm Billing Fee (Non-Residential)	1) The first three (3) false alarm calls within a twelve (12) month period are free of charge. 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is $150 per call. 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is $500 per call. 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the (8th) within a twelve (12) month period is $1,000 per call.
Fire Marshal Annual Inspection Fee	1) 1 – 1,500 sq. ft. - $50 annually 2) 1,501 – 3,000 sq. ft. -$55 annually 3) 3,001 – 5,000 sq. ft. - $60 annually 4) 5,001 – 10,000 sq. ft. - $65 annually 5) 10,001 – 25,000 sq. ft. -$70 annually 6) 25,001 – 50,000 sq. ft. - $75 annually 7) 50,001 – 75,000 sq. ft. - $80 annually 8) 75,001 – 100,000 sq. ft. - $100 annually 9) 100,001 – 200,000 sq. ft. - $120 annually 10) 200,001 sq. ft. and greater - $280 annually
State Mandated Inspections	1) Hospitals - $100 2) Nursing and long-term care homes - $75 3) Daycare/Mother's Day out - $50 4) Foster Home or adoptive home - $10 5) Home Inspection (insurance) - $50
Business Fees	
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection, and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

MASTER FEE CHART

Utility Rates & Charges

Water Deposits

Residential	$200 each living unit
Business - Fewer than 5 employees	$150
Business - 5+ employees	$200
Cleaners/Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates - Residential

Inside City (W1) - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾”	$24.56	$24.56
1”	$41.30	$41.30
1-1/2”	$82.61	$82.61
2”	$132.18	$132.18

Inside City (W1) - Volume Rate/1,000 gallons

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

Outside City (W2) - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾”	$36.84	$36.84
1”	$61.95	$61.95
1-1/2”	$123.92	$123.92
2”	$198.27	$198.27

Outside City (W2) - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,000	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & above	$20.72	$20.72

Water Rates – Bypass Meters for Commercial and Non-Residential

A bypass service refers to a secondary or backup utility connection (such as a water meter) installed to provide service continuity during maintenance, emergencies, or temporary shutdowns of the primary system. These meters are typically inactive or experience minimal usage under normal conditions but remain available for immediate use when needed.

In the event of consumption, the account will be billed only for water and wastewater consumption based on the current Master Fee Chart.

MASTER FEE CHART

Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$29.50	$29.50
1”	$51.63	$51.63
1-1/2”	$103.27	$103.27
2”	$165.22	$165.22
3”	$247.83	$247.83
4”	$413.05	$413.05
6”	-	$843.13
8”	-	$1,636.58
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$44.25	$44.25
1”	$77.45	$77.45
1-1/2”	$154.90	$154.90
2”	$247.84	$247.84
3”	$371.74	$371.74
4”	$619.58	$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,00	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

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

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

MASTER FEE CHART

New Home Builder Service: New homes under construction will be charged a monthly fee of $100.00 per month, starting at the beginning of construction, in lieu of standard billing rates. After a registered meter is installed, the City's standard rate structure will apply.

Wastewater- Residential		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$25.54	$25.54
1"	$45.90	$45.90
1-1/2"	$85.66	$85.66
2"	$146.85	$146.85
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001-Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$38.32	$38.32
1"	$68.84	$68.84
1 ½"	$128.49	$128.49
2"	$220.27	$220.27
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum-5,000	$9.55	$9.55
5,001-Above	$11.82	$11.82
Gallon Allowance	1,000	0

Wastewater- Commercial		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$30.59	$30.59
1"	$57.37	$57.37
1 ½"	$107.08	$107.08
2"	$183.56	$183.56
3" (added 12/13/22)	$256.96	$256.96
4"	$458.90	$458.90
6" (added 12/13/22)	$917.80	$917.80
8" (added12/13/22)	$1,835.60	$1,835.60
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & above	$6.94	$6.94

MASTER FEE CHART

Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$45.89	$45.89
1”	$86.06	$86.06
1 ½”	$160.63	$160.63
2”	$275.34	$275.34
4”	$688.36	688.36

Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city’s bill for public utilities pursuant to the act

Impervious Area: Fee Assessed

• Drainage utility fees shall be charged based on a property’s contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.
• The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sf IA)	$7.90
Tier 3 (largest 20%, > 6,400 sf IA)	$13.25

Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sf impervious area.
A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;

- State property;
- City property;
- County property;
- School district property;
- Tax-exempt religious institution property; and Public or private institutions of
- higher education property.

MASTER FEE CHART

Service Fees		
Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax		
Effective	11/18/2023	12/18/2025
Trash	$17.74 / $16.76	$15.60 / $14.72
Recycling	$3.97 / $3.97	$3.88 / $3.88
Extra Cart	$10.75	$9.65
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax		
Effective	11/18/2023	12/18/2025
Trash	$17.74	$15.60
Recycling	$3.97	$3.88
Extra Cart	$10.75	$9.65
Commercial Frontload Rate Schedule		
The rates set forth in the solid waste franchise agreement entered by the City and the solid waste provider are confidential.		
Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton		
The rates set forth in the solid waste franchise agreement entered by the City and the solid waste provider are confidential.		
Relocation	$99.35	

Downtown Compactors (City Owned) Effective December 18, 2025	
	Monthly (2 pickup/week)
Tier 1 - Service Company	$45
Tier 2 - Service Company	$135
Tier 3 - Food Service Company	
0-125 Max Occupancy (inside/outside)	$450
126-225 Max Occupancy (inside/outside)	$540
226-300 Max Occupancy (inside/outside)	$630
Replacement of Key	$100
Illegal Dumping Fee (no 1-time use allowed)	$1,000

MASTER FEE CHART

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($75 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$1,000
Returned Check Fee	$25
Late Fee Penalty (Ordinance 2011-38)	10% of Utility Account Balance
Meter Fees	
¾"	$415 (existing meters only)
1"	$480 (minimum meter size)
1 ½"	$1,730
2"	$1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials
Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd+ time)
Tamper Fee	$1,000
Damaged Collar Lock	$95
Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$125
Second	$175
Third	$225

MASTER FEE CHART

Water/Wastewater Connection Fees	
Water	
1” Access	$2,175
1 ½” Access	$2,475
2” Access	$2,475
Boring Fee	$1,200
• All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2” in size; larger meters must be picked up and installed by the builder. • Standard fees reference herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4” Tap	$1,500
Boring Fee	$1,000
• All taps greater than four inches will need to be installed by the contractor. • Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes, and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-Rata Charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair Fees Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor, and repair to streets and easements.	
Review Fees for Permits - Individual wastewater discharge permit A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.	

MASTER FEE CHART

Parks & Recreation

Athletic Game Fields
Effective January 1, 2026

	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Non-Resident		
Synthetic Diamond Field	$50	$75	$400 (per day)	$10 per participant, per field, as applicable**
Grass Diamond Field	$50	$75	$350 (per day)	
Synthetic Rectangle Field	$50	$75	$250 (per day)	
Grass Rectangle Field	$50	$75	$200 (per day)	
Tennis/Pickleball Court	N/A			

* A $100 non-refundable initial payment is required to hold each field. Tournament fee includes a one-time, initial field set-up (chalk, lines, etc.)

Additional Facility Fees
Effective January 1, 2026

Game Field Lighting (per field)	$40 per hour
Game Field Preparation (after initial field set-up)	$40 per field, per set-up
Parks & Recreation Staff (per employee)	$40 per hour

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

Pavilion
Effective January 1, 2026

	Resident	Non-Resident
Main Pavilion at Old Celina Park (6-Hour Block)		
Half of Main Pavilion	$ 50	$100
Entire Main Pavilion	$ 100	$200

MASTER FEE CHART

Ralph O'Dell Senior Center Membership				
Membership Type	**Age**	**Monthly Fee**	**Annual Fee**	**Daily Guest Pass**
Resident	65-74	$10	$100	$5
Non-Resident	65-74	$30	$300	$5
Resident	75-89	$5	$50	$5
Non-Resident	75-89	$15	$150	$5
Resident	90+	$0	$0	$0
Non-Resident	90+	$5	$50	$5

Event Site Restoration Fee (Refundable)	
Site Restoration Fee (Refundable) Note: All permitted events held in Downtown Square and Old Celina Park are eligible for a refundable deposit, provided the event site is restored to its original condition upon conclusion of the event.	Tier 1 - $250 Tier 2 - $400 Tier 3 - $600 Tier 4 - $800
Old Celina Park (full facility rental fee)	$1,100 (6 hours)
Old Celina Park (half facility rental fee)	$550 (6 hours)

Downtown Square
A customized Partnership Agreement with the City is required.

Downtown Pavilion Wedding Rental
$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.

Special Events	
Special Events Permits	$100 – Tier 1 $175 – Tier 2 $250 – Tier 3 $350 – Tier 4
Film Friendly	
Minor Application	$100
Major Application	$300

MASTER FEE CHART

Library Fees Effective January 15, 2026	
Replacement Library Cards	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	The replacement list cost of the item that is documented in the library bibliographic record, and a $5.00 processing fee.
Copies & Printing	$0.10 per page for black and white $0.50 per page for color
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement list cost of the item is added to the borrower's record, plus a $5.00 processing fee.	

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal Control Related Fees	Animal control-related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plans with Maps	$200

CITY OF CELINA
MASTER FEE CHART

~~UPDATED OCTOBER 2024~~ UPDATED NOVEMBER 2025

Life Connected.

MASTER FEE CHART

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MASTER FEE CHART

Development Fees	
Building Permit Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$425 + $200 each additional review after 2nd
Revised Plan Review	$200
Building Permit	$1.12 per sf under roof
T-Pole	$100
Irrigation	$200
Fence	$75
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-Up/ Skipped Inspection	$200 (doubles for every offense on same project)
Paid Same Day Inspection	$150 (requested and paid for before 8AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$75
Temporary CO	$250
Parkland Dedication	1 acre each 50 lots (or $3 per sf of land of that acreage or appraisal)
Park Improvement	$1,500 per unit
Building Activity	$600 per building
Technology	$500 if/when applicable
Outdoor Warning Device	$40 per unit (SF)
Capital Recovery Fees	If/When applicable
Impact Fees	See Impact Fee Chart (may vary with agreement)
Residential Remodels & Additions	
Application	$50
Plan Review	$125 + $125 each additional review after 2nd
Building Permit Fee	$0.68 per sf under roof ($200 minimum)
Building Fee	$100 per (MEP)
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Working without Permit	Double the permit fee (2nd offense is 3x the cost)
Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit - Mechanical	$100
Building Permit - Electrical	$100
Building Permit - Plumbing	$100
Working without a Permit	Double the permit fee (2nd offense is 3x cost)

MASTER FEE CHART

Residential Miscellaneous Permits (Minor Permits)	
Application Fee	$50
Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8AM)
Demolition or Foundation Repair	$100
Driveway/Flatwork	$100
Fence	$50
Solar Panel/Storm Shelter/Windows/Doors	$100
House Moving	$400
Irrigation	$200
Backflow Installation	$75
Manufactured Home	$100 + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pits, etc.)	$250 per structure
Pool/Spa	$250 (Major)/$100 (Minor)
Generator/Water Softener	$100
Refund Policy	50% of permit fee when no work has been done
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Retaining Wall	$100
Roof/Roof Repair	$100
Simple Grading- Single Lot	$75
T-Pole	$75
Unauthorized Cover-Up/Skipped Inspection	$200 (doubles for every offense on same project)
Water Well Drilling	$100
Work without Permit fee	Double the permit fee
Residential Home Back-Up Power Systems (solar, generator, and energy storage systems) SB 1202	$50 application + $100 permit
New Commercial & Multi-Family	
Application	$250
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	~~$1,000 + $1,000 for each additional round~~ $1,500 (doubling each additional round)
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8AM)

MASTER FEE CHART

Unauthorized Cover-Up/ Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	$0.90 per sf under roof
Re-Inspection	$100 per each inspection after 2nd failed inspection
Administrative Fee	$20 per sub-swap
Foundation	$100
Irrigation	$200
Building Fee (M.E.P.)	$0.07 per square foot (minimum $100)
Outdoor Warning Device	$14 per unit
T-Pole	$150
Building Activity	$500 per building
Technology	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	$200
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	$500 (~~escalates by $100 each time thereafter~~ doubling each additional round)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8AM)
Commercial Building Permit	$8 per $1,000 in value ($200 minimum)
Multi-Family Building Permit	$0.44 per square foot
Building Fee (M.E.P.)	$0.07 per square foot ($75 minimum)
Clean & Show/ Meter Release	$75
Administration Fee	$20 per sub-swap
Demolition / Foundation	$100
Re-Roof	$100 permit (per building)

MASTER FEE CHART

Irrigation	$200
Commercial Pool	$500 + trades minimum
Driveway / Flatwork	$100
Retaining Wall/Screen Wall/ Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$150
Temporary Trailer	$200 + trades minimum
Temporary Batch Plant	$350
Unauthorized Cover-up/ Skipped Inspection	$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$300 every 30 days (escalates)
Water Well Drilling	$200
Annual Contractor Registration	
Mechanical, Electrical, Plumbing Contractor	No charge per state law
General Contractor	$100
Irrigator Contractor	$100
Sign Contractor	$100
Right-of-Way Contractor	$100
Utility Franchise Contractor	No charge
Working without Permit Fee	Double the permit fee & Re-register as a Contractor
Signs/Promotional Event Permits	
Wall Sign or Miscellaneous	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
3rd (or more) Plan Review Fee	$~~25~~100 (doubling each additional round)
Promotional Event	$50 + $50 food (if applicable)
Engineering Fees	
Non-Franchise	$75
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review	$500
Floodplain Permit	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre
Traffic Studies	3rd party review fee (if applicable) +

MASTER FEE CHART

	0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork/Grading Permit	0-5 acres: $150 5.1-10 acres: $250 10+ acres: $500 + $10 per acre
Site Development Fees (Civil Permit)	
Admin Fee	$2,476
Plan Review	$262 (per page)
Fourth (or more) Plan Review	~~$1,000 each (escalating $1,000 each round)~~ $1,500 (doubling each additional round)
Landscape/Hardscape Plan	$200 application + $250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Residential	$601 (per lot)
Civil Permit Fee - Non-Residential	$23,358 (per acre)
Civil Permit Fee - Multi-Family	$8,037 (per connection)
Civil Permit Fee – Schools	$9,656 (per connection)
Civil Permit Fee – Miscellaneous Cases	$0.79 (per sq ft impervious surface)
Civil Permit Fee – Off-Site and Major Infrastructure	$262 (per page)
District Decertification	$1,750 (per acre) or $2,500 (per meter)
Right-of-Way Management Fees Streets, sidewalks, and other public places	
Permit Application	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network nodes)
	$500 (1–5 network nodes)
	$1,000 per pole

MASTER FEE CHART

Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)	$250 annually for each network node
	$20 per year for city pole attachment

Public Inconvenience Penalty

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

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	$0.26	$0.52	$0.78	$1.04
Driveway	Per each	$39	$78	$117	$156
Traffic Lane	Per sf	$0.0521	$0.1042	$0.1563	$0.2084

Fire Services

Permit & Inspection Fees

Application Fee	$200 per permit (applies to all permit types)
In-House Plan Review	$200
In-House Plan Re-Review	$150
3rd Party Plan Review	As applicable
Fire Alarm	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Fire Sprinkler (new commercial or multi-family)	0-100,000 sf - $0.05 per sf 100,000+ sf - $0.03 per sf
Fire Sprinkler (tenant finish-out / remodel)	1-150 sprinkler heads: $250 150+ sprinkler heads: $300 Additional floors (beyond 1st): $50 each
Fire Sprinkler – Single Family	$150
Standpipe Hose Valve System	$200 Additional floors (beyond 1st): $50 each
Fire Vertical Release	$150
~~Fire Pump~~	~~$300~~
Emergency Responder Communications System Fire Pump Smoke Control System	~~1-150 devices: $150~~ ~~150+ devices: $300~~ ~~Additional floors (beyond the 1st): $100 each~~ $300 each
~~Smoke & Heat Removal System~~	~~$200~~
~~Alternate Suppression System~~	~~$200~~
~~Fire Fighter Air Replenishment System (FARS)~~	~~$200~~ ~~Additional floors (beyond 1st): $50 each~~
Alternate Suppression System	$200

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Battery Systems Clean Agent Suppression System Co2 Beverage Dispensing System Door Access Control (per floor) Emergency Generator Fire Lane Traffic Control Device Flammable/Combustible Storage Tank (each) Gate Access Control (per gate) Hazardous Materials High Piled Storage Hood Suppression System (per hood) Industrial Oven Inspection Types (not accounted for) Smoke & Heat Removal System Spraying or Dipping Operations Underground Fire Main & Remote FDC (each) Wire and/or Cable Inspection (per Building) ~~Wire and/or Cable Inspection (per Building)~~ ~~Underground Fire Main & Remote FDC (each)~~ ~~Building Access Control System (per door)~~ ~~Gate Access Control (per gate)~~ ~~Hood Suppression System (per hood)~~ ~~FM 200 System/ Spray Booth~~ ~~LPG or Compressed Gases~~ ~~Co2 Beverage Dispensing System~~ ~~Flammable/Combustible Storage Tank (each)~~ ~~Hazardous Materials~~ ~~Rack Storage~~ ~~Industrial Oven~~ ~~Fire Lane Traffic Control Device~~ ~~Battery Systems~~ ~~Inspection Types (not accounted for)~~	
Temporary Tent or Canopy (per structure)	$150
Open Burn Permit	$100 per area
Pyrotechnic Display (Fireworks)	$300
Special Events	$300
Code Modification Request	$300
Aboveground Temporary Fuel Tank	$200
Working without a Permit	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag/Failed Inspection/Stop Work Order	$250 (each occurrence)
After Hours Inspection/Standby Personnel	$80 per hour (4-hour minimum)

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Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)
Health Services	
Food Service Establishment	$375
Food Service - Limited Purpose/Private School	$100
Food Service - Non-Profit/Public School	No charge
~~Food Truck (hot or cold)~~	~~$325 (includes fire inspection)~~
Grocery Store - Major	$650
Grocery Store - Minor	$275
Late Annual Renewal	$150
Re-inspection Fee	$100
Seasonal Food	$150
Temporary Food/ Event Vendor	$100 (included fire inspection)
~~**Other Annual Permits**~~	
~~Alcohol~~	~~Half of the State Fee (TABC regulated)~~
Pool (Public or Semi-Private)	$225
Peddler/Solicitor/Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $25 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25
Planning Services	
Application Fee	$300
Site Plan Review	$750
Minor/Amending/Conveyance Plats	$400
Preliminary/Replat/ Final Plats	$500 + $15 per lot
Plat Processing Fee	$300
Development Agreement (Minor)	$1,000
Development Agreement	$5,000
Development Agreement (Major)	$12,000
Legal Interpretation of Development Agreement	At cost (as invoiced) – minimum $3,000
Fourth (or more) Review Fee	~~$1,000 + $1,000 for each additional review round~~ $1,000 (doubling each additional round)
Annexations/PDs/Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter (no application fee)	$200

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Variance (BOA)/HPC	$300
Zoning Signage	$350
Alley/ROW Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Tree Removal	
Tree Removal Permit	$200 (+ mitigation - see Tree Valuation Schedule)
6”- 10” (DBH)	$600 x (multiplier)
11”- 20” (DBH)	$1,600 x (multiplier)
21”- 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs
Fire Department Fees	
EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200
Security Alarm Fees	
Annual, Nonrefundable - New Alarm permit or Renewal (Residential)	$35
Annual, Nonrefundable - New Alarm Permit or Renewal (Commercial & MF)	$100

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• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees, and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.
To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx
Mitigation Rates
The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided. For more information and details please see Ordinance No. 2022-01.

Motor Vehicle Incidents	
Level 1 – Provide hazardous materials assessment and scene stabilization.	$506
Level 2 – Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal.	$576
Level 3 – Car Fire – Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.	$704
Extrication – Includes heavy rescue tools, ropes, airbags, cribbing, etc.	$1,520
Creating a Landing Zone – Includes Air Care (multi-engine company response, mutual aid, helicopter)	$465
Additional Time On-Scene	Engine - $466 per hour Truck - $582 per hour Miscellaneous equipment - $341
Hazardous Materials (HAZMAT)	
Hazmat Level 1 (Basic Response) – Includes engine response, first responder assignment, perimeter establishment, evacuations, set-up and command	$816
Hazmat Level 2 (Immediate Response) – Includes Level 1 and hazmat certified team and appropriate equipment, Level A or B suit	$2,913

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donning, breathing air and detection equipment. Set-up and removal of decon center.	
Hazmat Level 3 (Advanced Response) – Includes Level 1 & 2 and first responder set-up and command, robot deployment, recovery and identification of material, detection equipment. Includes three (3) hours of on-scene time.	$6,875 Each additional hour at $336 per HAZMAT Team.
Additional Time On-Scene (for all levels of service)	Engine - $466 per hour Truck - $582 per hour Miscellaneous equipment - $341
Fire Investigation	
Fire Investigation Team • Scene Safety • Investigation • Source Identification • K-9/Arson Dog Unit • Identification Equipment • Mobile Detection Unit • Fire Report	$321 per hour
Fires	
Assignment • Scene Safety • Investigation • Fire/Hazard Control	$466 per hour, per engine / $582 per hour, per truck
Illegal Fires	
Assignment	$466 per hour, per engine / $582 per hour, per truck
Water Incidents	
Level 1 – Basic Response Engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation.	$466 plus $58 per hour, per rescue person
Level 2 – Intermediate Response Includes Level 1 services as well as clean up and material used, minor hazardous clean up and disposal.	$932 plus $58 per hour, per rescue person
Level 3 – Advanced Response Includes Level 1 and 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment	$2,334 plus $58 per hour per rescue person, plus $117 per hour per HAZMAT team member.

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Level 4 – Itemized Response	Option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR).
Back Country or Special Rescue	
Itemized Response	Minimum billed $466 for the first response vehicle plus $58 per rescue person. Additional rates of $466 per hour per response vehicle and $58 per hour per rescue person.
Chief Response	
Includes the set-up of Command and providing direction of the incident. This could include operations, safety and administration of the incident.	$290 per hour
Miscellaneous / Additional Time On-Scene	
Engine	$466 per hour
Truck	$582 per hour
Miscellaneous equipment	$342 per hour
Gas Leaks (Natural)	
Level 1 – Natural gas leak outside without fire Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.	$466 per hour, per engine / $582 per hour, per truck
Level 2 – Natural gas leak outside with fire Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.	$748 per hour, per engine / $58 per hour, per truck
Level 3 – Natural gas leak inside structure Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.	$932 per hour, per engine / $58 per hour, per rescue person
Fire Marshal Inspection and Permitting Fees	
Fire Alarm System Permits	Residential Permit Fee - $50 annually (This residential fee shall be waived if a burglar alarm permit fee has already been paid.) Non-Residential Permit Fee - $100 annually

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False Alarm Billing Fee (Residential)	1) The first three (3) false alarm calls within a twelve (12) month period are free of charge 2) The fee for the fourth (4th) and fifth (5t 11) false alarm calls within a twelve (12) month period is $75 per call 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is $250 per call 4) The fee for the eight (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $500 per call.
False Alarm Billing Fee (Non-Residential)	1) The first three (3) false alarm calls within a twelve (12) month period are free of charge. 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is $150 per call. 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is $500 per call. 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the (8th) within a twelve (12) month period is $1,000 per call.
Fire Marshal Annual Inspection Fee	1) 1 – 1,500 sq. ft. - $50 annually 2) 1,501 – 3,000 sq. ft. -$55 annually 3) 3,001 – 5,000 sq. ft. - $60 annually 4) 5,001 – 10,000 sq. ft. - $65 annually 5) 10,001 – 25,000 sq. ft. -$70 annually 6) 25,001 – 50,000 sq. ft. - $75 annually 7) 50,001 – 75,000 sq. ft. - $80 annually 8) 75,001 – 100,000 sq. ft. - $100 annually 9) 100,001 – 200,000 sq. ft. - $120 annually 10) 200,001 sq. ft. and greater - $280 annually
State Mandated Inspections	1) Hospitals - $100 2) Nursing and long-term care homes - $75 3) Daycare/Mother's Day out - $50 4) Foster Home or adoptive home - $10 5) Home Inspection (insurance) - $50
~~To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx~~	

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Business Fees	
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection, and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits

Residential	$200 each living unit
Business - Fewer than 5 employees	$150
Business - 5+ employees	$200
Cleaners/Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates - Residential

Inside City (W1) - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾”	$24.56	$24.56
1”	$41.30	$41.30
1-1/2”	$82.61	$82.61
2”	$132.18	$132.18

Inside City (W1) - Volume Rate/1,000 gallons

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

Outside City (W2) - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾”	$36.84	$36.84
1”	$61.95	$61.95
1-1/2”	$123.92	$123.92
2”	$198.27	$198.27

Outside City (W2) - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,000	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & above	$20.72	$20.72

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Water Rates – Bypass Meters for Commercial and Non-Residential		
A bypass service refers to a secondary or backup utility connection (such as a water meter) installed to provide service continuity during maintenance, emergencies, or temporary shutdowns of the primary system. These meters are typically inactive or experience minimal usage under normal conditions but remain available for immediate use when needed. In the event of consumption, the account will be billed only for water and wastewater consumption based on the current Master Fee Chart.		
Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$29.50	$29.50
1”	$51.63	$51.63
1-1/2”	$103.27	$103.27
2”	$165.22	$165.22
3”	$247.83	$247.83
4”	$413.05	$413.05
6”	-	$843.13
8”	-	$1,636.58
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$44.25	$44.25
1”	$77.45	$77.45
1-1/2”	$154.90	$154.90
2”	$247.84	$247.84
3”	$371.74	$371.74
4”	$619.58	$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,00	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

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

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

New Home Builder Service: New homes ~~that are~~ under construction will be charged a~~t~~ monthly fee of $100.00 per month, starting at the beginning of ~~during~~ construction, in lieu of standard billing rates. After a ~~Certificate of Occupancy is issued on a new home~~ registered meter is installed, the City's standard rate structure will apply.

Wastewater- Residential		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$25.54	$25.54
1"	$45.90	$45.90
1-1/2"	$85.66	$85.66
2"	$146.85	$146.85
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001-Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$38.32	$38.32
1"	$68.84	$68.84
1 ½"	$128.49	$128.49
2"	$220.27	$220.27
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum-5,000	$9.55	$9.55
5,001-Above	$11.82	$11.82
Gallon Allowance	1,000	0

Wastewater- Commercial		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$30.59	$30.59
1"	$57.37	$57.37

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1 ½”	$107.08	$107.08
2”	$183.56	$183.56
3” (added 12/13/22)	$256.96	$256.96
4”	$458.90	$458.90
6” (added 12/13/22)	$917.80	$917.80
8” (added12/13/22)	$1,835.60	$1,835.60
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & above	$6.94	$6.94
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$45.89	$45.89
1”	$86.06	$86.06
1 ½”	$160.63	$160.63
2”	$275.34	$275.34
4”	$688.36	688.36
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city’s bill for public utilities pursuant to the act

Impervious Area: Fee Assessed

• Drainage utility fees shall be charged based on a property’s contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.
• The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sf IA)	$7.90
Tier 3 (largest 20%, > 6,400 sf IA)	$13.25
Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sf impervious area.
A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
• A subdivided lot, until a structure has been built on the lot and a certificate of

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occupancy has been issued by the city;
• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
- State property;
- City property;
- County property;
- School district property;
- Tax-exempt religious institution property; and Public or private institutions of
- higher education property.

Service Fees

Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax

Effective	11/18/2023	~~11/18/2023~~ 12/18/2025
Trash	~~$16.30 / $15.40~~ $17.74 / $16.76	~~$17.74 / $16.76~~ $15.60 / $14.72
Recycling	~~$3.65 / $3.65~~ $3.97 / $3.97	~~$3.97 / $3.97~~ $3.88 / $3.88
Extra Cart	~~$9.75~~ $10.75	~~$10.75~~ $9.65

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax

Effective	~~11/18/2022~~ 11/18/2023	~~11/18/2023~~ 12/18/2025
Trash	~~$16.30~~ $17.74	~~$17.74~~ $15.60
Recycling	~~$3.65~~ $3.97	~~$3.97~~ $3.88
Extra Cart	~~$9.75~~ $10.75	~~$10.75~~ $9.65

Commercial Frontload Rate Schedule

Size/ Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	~~$98.93~~	~~$202.55~~	~~$273.02~~	~~$279.44~~	~~$296.91~~	~~$302.84~~	~~$70.22~~
3 Cubic Yd	~~$138.06~~	~~$306.51~~	~~$381.03~~	~~$409.14~~	~~$434.71~~	~~$443.40~~	~~$81.91~~
4 Cubic Yd	~~$182.95~~	~~$368.18~~	~~$504.97~~	~~$514.94~~	~~$547.12~~	~~$558.07~~	~~$93.59~~
6 Cubic Yd	~~$205.67~~	~~$410.53~~	~~$567.66~~	~~$578.50~~	~~$707.05~~	~~$806.03~~	~~$128.69~~
8 Cubic Yd	~~$251.38~~	~~$452.45~~	~~$694.30~~	~~$925.68~~	~~$1,256.73~~	~~$1,389.21~~	~~$140.37~~

~~Container with Enclosures, Locks, Casters or Gates~~	~~$7.01~~
~~Containers with Casters~~	~~$14.02~~
~~Containers with Locks~~	~~$13.67~~
~~Commercial Trash Cart – 1 Cart - 1x Week~~	~~$36.27~~
~~Commercial Cart – 2 Carts - 21x Week~~	~~$46.07~~
~~Commercial Cart – 3 Carts - 1x Week~~	
~~Commercial Recycle Cart~~	~~$3.76~~
~~Additional Cart~~	~~$27.75~~

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~~Front Load Container Exchange Charge~~	
~~Overloaded Front Load Container Charge~~	
The rates set forth in the solid waste franchise agreement entered by the City and the solid waste provider are confidential.	
Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton	
Weekday Haul – Includes four (4) tons of disposals	~~$558.81~~
~~Delivery~~ Weekend Haul – Includes four (4) tons of disposal	~~$147.07~~
Disposal – In excess of four (4) tons	
Excess Disposal – over truck GVW of 54,000 pounds	
Delivery / Trip Charge	
Daily Rent/ Monthly Rent	~~$5.89~~
~~Monthly Rent~~	~~$176.71~~
~~Disposal Per Ton~~	~~$50.99~~
~~Disposal Load~~	~~$300.00~~
Relocation	$99.35
The rates set forth in the solid waste franchise agreement entered by the City and the solid waste provider are confidential.	

Downtown Compactors (City Owned) Effective December 18, 2025		
	~~Monthly (1 pickup/week)~~	Monthly (2 pickup/week)
Tier 1 - Service Company	~~$50~~	~~$80~~ $45
Tier 2 - Service Company	~~$150~~	~~$250~~ $135
Tier 3 - Food Service Company		
0-125 Max Occupancy (inside/outside)	~~$500~~	~~$600~~ $450
126-225 Max Occupancy (inside/outside)	~~$600~~	~~$700~~ $540
226-300 Max Occupancy (inside/outside)	~~$700~~	~~$800~~ $630
Replacement of Key	$100	
Illegal Dumping Fee (no 1-time use allowed)	$1,000	
Water & Sewer Service Charges		

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Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($75 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$1,000
Returned Check Fee	$25
Late Fee Penalty (Ordinance 2011-38)	10% of Utility Account Balance
Meter Fees	
¾"	$415 (existing meters only)
1"	$480 (minimum meter size)
1 ½"	$1,730
2"	$1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials
Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd+ time)
Tamper Fee	$1,000
Damaged Collar Lock	$95
Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$125
Second	$175
Third	$225
Water/Wastewater Connection Fees	
Water	
1" Access	$2,175
1 ½" Access	$2,475
2" Access	$2,475

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Boring Fee	$1,200
• All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2" in size; larger meters must be picked up and installed by the builder. • Standard fees reference herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4" Tap	$1,500
Boring Fee	$1,000
• All taps greater than four inches will need to be installed by the contractor. • Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes, and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-Rata Charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair Fees Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor, and repair to streets and easements.	
Review Fees for Permits - Individual wastewater discharge permit A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.	

Parks & Recreation

Effective January 1, 2026

~~Practice/Tournament~~Athletic Game Fields

	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Non-Resident		
~~Turf Baseball/Softball~~ Synthetic Diamond Field	$50 ~~$50~~	$75 ~~25~~	$400 (per day)	$10 per participant, per field, as applicable**
~~Baseball/Softball (per field)~~ Grass Diamond Field	$50	$75	$350 (per day)	

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~~Soccer/Football (per field)~~ Synthetic Rectangle Field	$50	$75	$~~200~~ 250 (per day)	
Grass Rectangle Field	$50	$75	$200 (per day)	
Tennis/Pickleball Court ~~(per court)~~	N/A ~~$20 $40 (per day)~~			

* A $100 non-refundable initial payment is required to hold each field. Tournament fee includes a one-time, initial field set-up (chalk, lines, etc.)
~~*Tournament fee includes 1 field setup, typically for the start of the event~~
~~**The Parks Department reserves the right to adjust pricing based on the specifics of any given event~~

Additional Facility Fees ~~Costs~~

Game Field Lighting (per field)	$40 per hour
~~Electrical Pedestal Station (Max 50 AMPS)~~	~~$100 per pedestal station~~
Game Field Preparation ~~(baseball/softball)~~ (after initial field set-up)	$~~30~~40 per field, per set-up
~~Game Preparation (multiuse fields)~~	~~Costs contingent upon dimensions and markings required ($30 minimum)~~
Parks ~~and~~ & Recreation Staff (per employee)	$40 per hour ~~hourly~~

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

Pavilion ~~(per 4 hours)~~

~~Less than 50 attendees~~ Main Pavilion at Old Celina Park (6-Hour Block)	Resident	Non-Resident
~~51-100 Attendees~~ Half of Main Pavilion	$~~75~~ 50	$100
~~More than 100 Attendees~~ Entire Main Pavilion	$~~125~~ 100	$200

~~Senior Center~~

~~Deposit~~	~~$200~~
~~Rental Fee~~	~~$100 per day~~

Ralph O'Dell Senior Center Membership

Membership Type	Age	Monthly Fee	Annual Fee	Daily Guest Pass
Resident	65-74	$10	$100	$5
Non-Resident	65-74	$30	$300	$5
Resident	75-89	$5	$50	$5

MASTER FEE CHART

Non-Resident	75-89	$15	$150	$5
Resident	90+	$0	$0	$0
Non-Resident	90+	$5	$50	$5

Event Site Restoration Fee (Refundable)~~Races (walk/run/other)~~	
Site Restoration Fee (R~~r~~efundable) Note: All permitted events held in Downtown Square and Old Celina Park are eligible for a refundable deposit, provided the event site is restored to its original condition upon conclusion of the event.	~~0 – 250 participants~~Tier 1 - ~~-~~$250 ~~251 – 500 participants~~Tier 2 - $400 ~~501 – 1,000 participants~~Tier 3 - $600 Tier 4 - $800
Old Celina Park (full facility rental fee)	$1,100 (6 ~~4~~ hours)
Old Celina Park (half facility rental fee)	$550 (6 hours)

Downtown Square
A customized Partnership Agreement with the City is required.

Downtown Pavilion Wedding Rental
$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.

Special Events	
Special Events Permits	$100 – Tier 1 $175 – Tier 2 $250 – Tier 3 $350 – Tier 4

Film Friendly	
Minor Application	$100
Major Application	$300

Library Fees Effective January 15, 2026	
Replacement Library Cards	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	~~Replacement cost of the item documented in the library database record~~ The replacement list cost of the item that is documented in the library bibliographic record, and a $5.00 processing fee.
Copies & Printing	$0.10 per page for black and white $0.50 per page for color
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement list cost of the item is added to the borrower's record, plus a $5.00 processing fee.~~.~~	

MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal Control Related Fees	Animal control-related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plans with Maps	$200

Life Connected.

City Manager's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider, discuss, and take action on a First Amendment to the Tax Increment Reinvestment Zone Agreement with HC Celina 414, LLC, Serenade Property, LLC, and Serenade East, LLC, to allow reimbursements for certain project costs as set forth in the Project and Finance Plans. (Stovall)

Background Information:
This agenda item presents the First Amendment to the Tax Increment Reinvestment Zone (TIRZ) No. 15 Agreement for consideration by both the TIRZ Board of Directors and the City Council.

Effective July 11, 2023, the original agreement was established between the City, the TIRZ Board, and HC Celina 414, LLC, covering the initial 413.88-acre Serenade development. On October 14, 2025, following a public hearing, the City adopted Ordinance No. 2025-97. This ordinance officially expanded the zone to include the additional 53.828-acre tract of land and updated the Final Project and Finance Plan to account for the new acreage. The total new acreage in TIRZ 15 is 467.708 acres.

Changes Implemented by the First Amendment:

Incorporation of Land: This amendment formally expands the "Property" and "District" definitions within the original agreement to include the newly added 53.828 acres.

Addition of New Developers: The following entities are officially added as parties to the agreement: Serenade East, LLC and Serenade Property, LLC.

Legal Review:
Legal review has been completed.

Supporting Documents:

1. Staff Presentation
2. Celina Serenade TIRZ - First Amendment to TIRZ Agreement

Financial Consideration:
This updates the Reimbursement agreement for TIRZ #15.

Staff Recommendation:
Staff recommends approval of the amended TIRZ #15 agreement.

TAX INCREMENT REINVESTMENT ZONE #15

FIRST AMENDMENT

TIRZ #15 BOARD & CITY COUNCIL

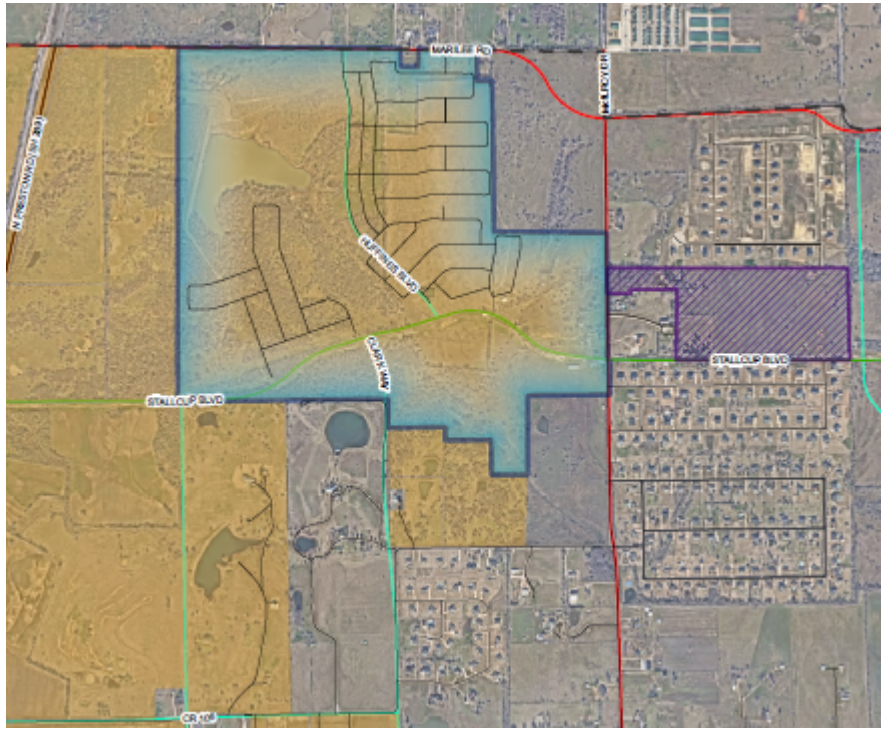
NOVEMBER 11, 2025

TIRZ #15

- Serenade Development
  - Located in Northwest Celina, situated west of Preston Road and south of Marilee.
  - Total acreage of 467.708.

- Established June 13, 2023

- Property Tax TIRZ with a City participation Rate: $0.20 / $100



AMENDING ORIGINAL TIRZ AGREEMENT

- The First Amendment follows the October 14, 2025, public hearing and approval to expand the TIRZ No. 15 boundary and amend the Project and Finance Plans.

- This amendment formally updates the original agreement to incorporate the additional land that was added to the zone in October 2025.

- The amended agreement adds Serenade East, LLC and Serenade Property, LLC as new parties to the TIRZ Agreement.

QUESTIONS?

FIRST AMENDMENT TO TIRZ AGREEMENT

This First Amendment to Tax Increment Reinvestment Zone Agreement (this "Amendment") is entered into by and between the City of Celina, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number Fifteen, City of Celina (the "TIRZ"), and HC Celina 414, LLC, Serenade Property, LLC, and Serenade East, LLC to be effective November 11, 2025. HC Celina 414, LLC, Serenade Property, LLC and Serenade East, LLC are each the "Developer" and a "Party." This Amendment amends that TIRZ Agreement between the City, the Board, and HC Celina 414, LLC effective July 11, 2023 (the "Original Agreement"). Capitalized terms not defined herein shall have the same meaning as in the Original Agreement.

ARTICLE I
RECITALS

WHEREAS, on April 25, 2025, HC Celina 414, LLC conveyed to Serenade, LLC ("Serenade") 349.917 acres of the Property (the "349 Acre Tract"); and

WHEREAS, on April 25, 2025, HC Celina 414, LLC and Serenade entered into a Partial Assignment and Assumption of Tax Increment Reinvestment Zone Agreement whereby HC Celina 414, LLC assigned to Serenade its rights, title, interest, duties, obligations and liabilities under the Original Agreement as it relates to the 349 Acre Tract; and

WHEREAS, on April 25, 2025, Serenade and Serenade Property, LLC entered into a Partial Assignment and Assumption of Tax Increment Reinvestment Zone Agreement whereby Serenade assigned to Serenade Property, LLC its rights, title, interest, duties, obligations and liabilities under the Original Agreement as it relates to the 349 Acre Tract; and

WHEREAS, on May 20, 2025, Serenade, LLC conveyed the 349 Acre Tract to Serenade Property, LLC; and

WHEREAS, on October 14, 2025, the Board and the City Council each held a public hearing regarding the expansion of the TIRZ boundaries, and the City adopted Ordinance No. 2025-97 to (1) expand the TIRZ to include the 54-acre tract of land described on **Exhibit A** (the "Additional Land"); and (2) update the Final Project and Finance Plan to account for the addition of the Additional Land to the TIRZ boundaries; and

WHEREAS, the Additional Land is part of the Property and will be part of the District; and

WHEREAS, the Parties desire to amend the Original Agreement to account for the addition of the Additional Land to the TIRZ.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II
MISCELLANEOUS PROVISIONS

2.1 Additional Land. The Additional Land shall be part of the defined terms Property and District. HC Celina 414, LLC, Serenade Property, LLC and Serenade East, LLC shall each be a Developer and a Party subject to the terms of the Original Agreement and entitled to receive payments pursuant to the terms of the Original Agreement.

2.2 Notices. Any notice, payment or instrument required or permitted by this Amendment 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:

To the City:	Attn: City Manager City of Celina 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, P.L.L.C. 6371 Preston Road, Ste. 200 Frisco, Texas 75034
To the Developer:	HC Celina 414, LLC Serenade East, LLC Serenade Property, LLC Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, TX 75225
With a copy to:	Shupe Ventura, PLLC Attn: Misty Ventura 9406 Biscayne Boulevard Dallas, TX 75218
To the Board:	City of Celina Attn: TIRZ #15 Chairman of the Board 142 N. Ohio Street Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer Fort, P.L.L.C.
6371 Preston Road, Ste. 200
Frisco, Texas 75034

2.3 Effective Date**.** This Amendment shall be binding upon the Parties and their successors and assigns on and after October 14, 2025 until the term of the Original Agreement expires.

2.4 Authority. By signing this Amendment, the Parties agree that they have all necessary authority to enter into this Amendment, including any necessary approval by partners, directors or council members.

2.5 Original Agreement in Effect. Except to the extent amended by this Amendment, the Parties acknowledge and agree the Original Agreement remains in full force and effect.

2.6 Housing Finance Corporation. The City agrees that it will not sponsor a housing finance corporation development within the TIRZ, pursuant to Chapter 394, Texas Local Government Code or any other law, or otherwise take any action that will facilitate ownership of any portion of the property within the TIRZ by a housing finance corporation, without the prior written consent of Developer.

2.7 Representations. Developer acknowledges the representations in Sections 4.14 through 4.17 of the Original Agreement are true and correct. The Parties acknowledge and agree that the Developer submitted to the City a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time Developer submitted its signature page to this Amendment. The City hereby confirms timely receipt of the Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Amendment to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

2.8 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.9 Recitals, Representations and Covenants. The recitals contained in this Amendment: (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, and (d) reflect the final intent of the Parties regarding 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.

2.10 Exhibits. The following exhibit is attached to this Amendment and are incorporated herein for all purposes:

Exhibit A Metes and Bounds Description of the Additional Land

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective November 11, 2025.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of November 11, 2025.

THE CITY:

CITY OF CELINA, TEXAS

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Ashley Owens, City Secretary

THE BOARD:

REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA

_____
_____, Board Chair

ATTEST:

_____
_____, Board Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
_____, Board Attorney

THE DEVELOPER:

HC Celina 414, LLC
a Texas limited liability company

By:_____
Name: _____
Title: Managing Director

Serenade East, LLC
a Texas limited liability company

By:_____
Name: _____
Title: Managing Director

Serenade Property, LLC
a Texas limited liability company

By:_____
Name: _____
Title: Managing Director

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE ADDITIONAL LAND

The Property

The Land referred to herein below is situated in the County of Collin, State of Texas, and is described as follows:

Situated in the County of Collin, State of Texas, being out of the Christopher Nolan Survey, Abstract No. 664, being a part of the 63.9 acre tract of land conveyed by Warranty Deed with Vendor's Lien from Theodora M. Haynes and other to Magnum Estates, LLC on May 26, 1017 and recorded in Instrument No.
20170605000723310, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found, stamped "RPLS 3698" in the West line of the Huffines Ranch, LLC 666.163 acre tract of land conveyed in Instrument No. 20201228002323720, said Official Public Records and the East line of said Christopher Nolan Survey, at the Southeast corner of the 83.063 acre tract of land conveyed to Beaten Path Development-Highland Crossing, LLC, recorded in Instrument No. 202001221002288390, said Official Public Records, at the Northeast corner of both said Magnum Estates 63.9 ac. and the herein described tract;

THENCE South 01 deg. 17 min. 04 sec. East, with the East line of both said Magnum Estates 63.9 ac. and the Christopher Nolan Survey and the West line of said Huffines 666.163 ac., a distance of 1,071.07 ft. to a 1/2 inch rebar found at the Northeast corner of Lot 20, Block "E" of Highland Crossing Addition to Collin County, Texas, recorded in Instrument No. 2019-300, Map Records, Collin County, Texas, the Southeast corner of said Magnum Estates 63.9 ac. and the most Eastern Southeast corner of the herein described tract;

THENCE South 89 deg. 55 min. 22 sec. West, along or near the general course of a wire fence, with the North line of said Highland Crossing Addition and the South line of said Magnum 63.9 ac., a distance of 2,002.80 ft. to a 1/2 inch capped rebar found, stamped "KHA" at the Southeast corner of Lot 1, Block "A" of Magnum Estates Addition to Collin County, Texas, recorded in Instrument No. 2019-157, said Map Records (formerly a part of said Magnum Estates 63.9 ac.) at the most Southern Southwest corner of the herein described tract, said rebar bears North 89 deg. 55 min. 22 sec. East, 780.97 ft. from a mag-nail found in or near the center of County Road No. 132, a public road, at the Northwest corner of said Highland Crossing Addition;

THENCE North 00 deg. 44 min. 56 sec. East, with the East line of said Lot 1, Block A, Magnum Estates Addition, a distance of 813.63 ft. to a 1/2 inch capped rebar found, stamped "SPIARS, INC" at the Northeast corner of said Lot 1 and an ell corner of the herein described tract;

THENCE South 89 deg. 54 min. 54 sec. West, with a North line of said Lot 1, Block A, Magnum Estates Addition, a distance of 461.69 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at the Northeast corner of the 1.500 acre tract of land conveyed to Michael Reed, recorded in Instrument No. 20180606000696520, said Official Public Records, (formally a part of said Magnum Estates 63.9 ac.) and the most Northern Northwest corner of said Lot 1, Block A, Magnum Estates Addition;

THENCE North 89 deg. 34 min 54 sec. West, with a North line of said Reed 1.500 ac., a distance of 66.12 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at the most Northern Northwest corner of said Reed 1.500 ac., at an ell corner of the herein described tract;

THENCE South 00 deg. 42 min. 14 sec. East, with a West line of said Reed 1.500 ac., a distance of 45.88 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at an ell corner of said Reed 1.500 ac. and a

Southeast corner of the herein described tract;

THENCE South 89 deg. 56 min. 36 sec. West, with a North line of said Reed 1.500 ac., a distance of 276.10 ft. to a point in or near the center of said County Road No. 132 and a West line of both said Magnum Estates 63.9 ac. Page 15 of 15 T-7 Commitment for Title Insurance (Rev.1-3-14) Texas and Christopher Nolan Survey, at the most Western Northwest corner of said Reed 1.500 ac. and the most Western Southwest corner of the herein described tract, said point bears North 88 deg. 01 min. 17 sec. East, 0.22 ft. from a mag-nail found at the Southwest corner of said Reed 1.500 ac.;

THENCE North 00 deg. 46 min. 15 sec. West, along or near the center of said County Road No. 132, with a West line of both said Magnum Estates 63.9 and Christopher Nolan Survey, a distance of 303.12 ft. to a point at the Southwest corner of the 9.40 acre tract of land conveyed to R. Alan Moore, recorded in Volume 4646, Page 1192, Deed Records, Collin County, Texas and the Northwest corner of both said Magnum Estates 63.9 ac. and the herein described tract, said point bears North 20 deg. 10 min. 58 sec. West, 0.59 ft. from a mag-nail found;

THENCE North 89 deg. 56 min. 03 sec. East, with the South line of said Moore 9.40 ac. and the North line of said Magnum Estates 63.9 ac., passing a 8 inch bois d'arc corner post at 20.11 ft. and continuing now along or near the general course of a wire fence, passing the Southeast corner of said Moore 9.40 ac. and the Southwest corner of said Beaten Path Development-Highland Crossing 83.063 ac., continuing on with the South line of said Beaten Path Development-Highland Crossing 83.063 ac., for a TOTAL distance of 2,775.04 ft. to the PLACE OF BEGINNING and containing 53.828 acres of land.

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act to authorize vehicle repairs and maintenance through Blake Utter Ford for an amount not to exceed $60,000.00. (White)

Background Information:
This request is for Ford ambulance and small-vehicle maintenance and repairs procured through the open market. The Local Government Code, Chapter § 252.022 (2) provides an exemption necessary to preserve or protect the public health and safety of our residents, and (3) allows for the exemption of procurements due to unforeseen damage to public machinery, equipment, or other property. It is essential to have an open-market option to complete repairs in a timely manner when contracted options are unavailable so that equipment can be brought back into service as quickly as possible.

Services will be provided once a purchase order has been issued by the Purchasing Department.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

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.

PURCHASE

Fire Apparatus Fleet Repairs and Maintenance Through Blake Utter Ford

Fire Department

November 11, 2025

PURCHASE
FIRE APPARATUS FLEET REPAIRS AND MAINTENANCE

Vehicle repairs and maintenance through Blake Utter Ford

This request is for **ambulance** and **small vehicle** maintenance and repairs.

Essential to have an open-market option to **complete repairs in a timely manner** when contracted options are unavailable **so that equipment can be brought back into service as quickly as possible**.

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager, Dawn Berry, Purchasing Director
Date: November 11, 2025

Agenda Item:
Consider and act to authorize large apparatus vehicle repairs for the Fire Department from Siddons Martin through a cooperative contract with BuyBoard #746-24 for an amount not to exceed $60,000.00. (White)

Background Information:
Staff requests authorization to use the contract with Siddons Martin for future large-vehicle emergency repairs. Siddons Martin is the closest authorized warranty and programming shop. All major repairs will be processed by Siddons Martin through the following cooperative agreement.

Cooperative Agency: BuyBoard
Contract # 746-24 Apparatus
Contract # 745-24 Ambulance

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. Siddons Martin BuyBoard 745-24
3. Siddons Martin BuyBoard 746-24

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.

PURCHASE

Large Fire Apparatus Fleet Repairs and Maintenance Through Siddons Martin Emergency Group Utilizing BuyBoard Contract #746-24

Fire Department

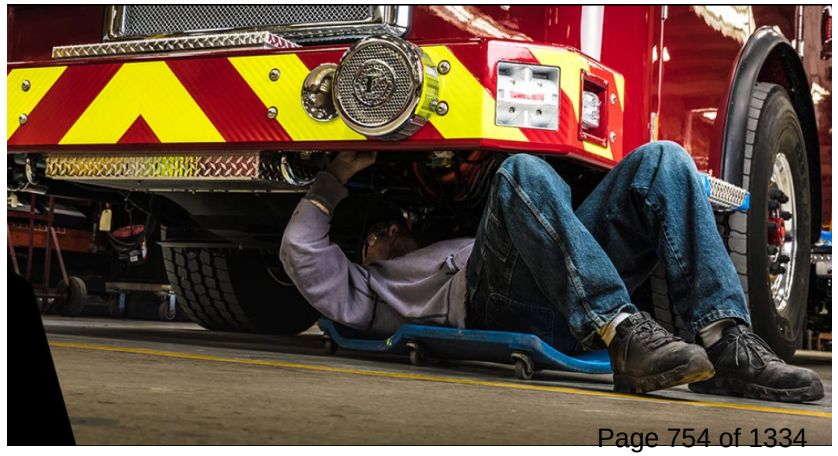
November 11, 2025

PURCHASE
LARGE FIRE APPARATUS FLEET REPAIRS AND MAINTENANCE

Large apparatus vehicle repairs for the Fire Department from Siddons Martin through a cooperative contract with BuyBoard #746-24 for an amount not to exceed $60,000.

- Utilize BuyBoard, contract #746-24
- Future Large-Apparatus Emergency Repairs
- Siddons Martin is the closest authorized warranty and programming shop

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.



Vendor Contract Information Summary

Vendor	Siddons Martin Emergency Group, LLC
Contact	Jeffrey Doran
Phone	281-543-7031
Email	jdoran@siddons-martin.com
Vendor Website	www.siddons-martin.com
TIN	27-4333590
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net due upon delivery
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Ambulances
Contract No.	745-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $800 service fee
Return Policy	Returns are available for parts. However, there are no returns on vehicles

10/28/2025 5:34 PM

Menu

Vendor Contract Information Summary

Vendor	Siddons Martin Emergency Group, LLC
Contact	Jeffrey Doran
Phone	281-543-7031
Email	jdoran@siddons-martin.com
Vendor Website	www.siddons-martin.com
TIN	27-4333590
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	net due upon delivery
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $1500 service fee
Return Policy	Parts may be returned unused, and the vehicle may not be returned

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act to authorize vehicle repairs and maintenance through Safe Industries in an amount not to exceed $60,000.00. (White)

Background Information:
The Fire Department requests authorization to procure vehicle repairs and maintenance from the open market for vehicles used during emergency calls from Safe Industries. The benefits of using a mobile fleet maintenance company to perform on-site repairs and preventive maintenance significantly reduce the time emergency apparatus are out of service, ensuring that critical response vehicles remain available to meet the community's needs. By eliminating the need to transport apparatus to an off-site facility—often resulting in multiple days of downtime—the mobile service model improves operational efficiency, enhances public safety readiness, and minimizes disruption to daily emergency operations. Safe Industries provides a certified technician for the Pierce equipment used by the Fire Department.

The Local Government Code, Chapter § 252.022 (2) provides an exemption necessary to preserve or protect the public health and safety of our residents, and (3) allows for the exemption of procurements due to unforeseen damage to public machinery, equipment, or other property.

Services will be provided once a purchase order has been issued by the Purchasing Department.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

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.

PURCHASE

Fire Apparatus Fleet Repairs and Maintenance Through Safe Industries

Fire Department

November 11, 2025

PURCHASE
FIRE APPARATUS
FLEET REPAIRS AND MAINTENANCE

Vehicle repairs and maintenance through Safe Industries in an amount not to exceed $60,000.00.

The benefits of utilizing a mobile fleet maintenance company to perform on-site repairs and preventive maintenance:

- Significantly reduces the amount of time emergency apparatus are out of service
- Ensures that critical response vehicles remain available to meet the community's needs.
- Eliminates the need to transport apparatus to an off-site facility—often resulting in multiple days of downtime
- The mobile service improves operational efficiency, enhances public safety readiness, and minimizes disruption to daily emergency operations.

Safe Industries provides a certified technician for Pierce Equipment.

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager, Dawn Berry, Purchasing Director
Date: November 11, 2025

Agenda Item:
Consider and act to purchase 12 portable radios for Fire Station No. 4 from Motorola Solutions through a State of Texas Department of Information Resources cooperative contract #DIR-CPO-5433 for an amount not to exceed $134,000.00. (White)

Background Information:
The Fire Department requests authorization to utilize State of Texas cooperative contract DIR-CPO-5433 with Motorola Solutions for the purchase of 12 Portable Radios for Fire Station 4. Due to supply chain challenges, the expected delivery is 12 months from the order date. A delay in this order would significantly reduce communication capabilities in the opening of Station No. 4. The City of Celina is responsible for protecting the health, safety, and welfare of the community. Therefore, the Fire Department is seeking to purchase radio communication equipment required for the safety and efficient operation of firefighter activities and operations at Celina Fire Station No. 4.

The City maintains an executed Interlocal Agreement with the above government entity. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contract satisfies the competitive bidding requirement while saving time and funding in developing specifications and duplication of work during the bid process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 120-110 Decision Package-Radios Stn 4
3. Quote

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.

PURCHASE

Purchase twelve (12) portable radios for Fire Station No. 4

Fire Department

November 11, 2025

PURCHASE
PORTABLE RADIOS – MOTOROLA SOLUTIONS

Purchase 12 portable radios for Fire Station No. 4 from Motorola Solutions through State of Texas cooperative contract DIR-CPO-5433 for an amount not to exceed $134,000.00.

- Staff requests authorization to procure portable radios and accessories for the Fire Department in accordance with the contract with Motorola Solutions.
- The radios were approved in a Decision Package for FY26 and are budgeted in Capital Equipment.
- Due to supply chain challenges, the expected delivery is 12 months from the order date. A delay in this order would significantly reduce our communication capabilities in the opening of Station No. 4.
- These radios are to be purchased through the State of Texas cooperative contract DIR-CPO-5433.

QUESTIONS?

PROPOSED BUDGET FY 2026

FUND	DEPARTMENT	DIVISION
120	FIRE/EMS	120-110-000 000

PACKAGES DETAILS - ACTIVE

TITLE	FY 2026 12 NEW RADIOS STATION 4	TYPE		GOAL		RANK	0

RESOURCES REQUESTED

LINE ITEM	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
6830 CAPITAL - EQUIPMENT	$134,000	$0	$0	$0	$0
TOTAL	**$134,000**	**$0**	**$0**	**$0**	**$0**

COMMENTS

WHAT IS THE PURPOSE OF THIS REQUEST?	DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.
WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?	**WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?**
SUMMARIZE NEW POSITIONS IN THIS REQUEST.	**REVIEW COMMENTS**

09/30/2025

CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009

RE: Motorola Quote for Station 4

Dear Shawn McCarty,

Motorola Solutions is pleased to present CELINA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CELINA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kirstin Hallbauer at kirstinhallbauer@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kirstin Hallbauer

Motorola Solutions Manufacturer's Representative

Billing Address:
CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009
US

Shipping Address:
CELINA FIRE STATION
1413 S PRESTON RD
CELINA, TX 75009
US

Quote Date:09/30/2025
Expiration Date:11/29/2025
Quote Created By:
Kirstin Hallbauer
kirstinhallbauer@callmc.com

End Customer:
CELINA, CITY OF
Shawn McCarty
smccarty@celina-tx.gov
2145780502

Contract: 39000 - DIR-CPO-5433
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	12	$13,258.00	$9,728.02	$116,736.24
1a	H869BW	SOFTWARE LICENSE ENH: MULTIKEY	12			
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	12			
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	12			
1d	QA02006AC	PORTABLE RADIO ENH: APX8000XE RUGGED RADIO	12			
1e	QA00580AA	ADD: TDMA OPERATION	12			
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	12			
1g	QA05509AA	DEL: DELETE UHF BAND	12			
1h	QA09008AA	ADD: GROUP SERVICES	12			
1i	QA03399AA	ADD: ENHANCED DATA APX	12			
1j	H38BS	ADD: SMARTZONE OPERATION	12			
1k	QA09113AB	ADD: BASELINE RELEASE SW	12			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	12			
1m	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	12			
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	12			
2	PMNN4504A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 R IP68 3400T	12	$245.21	$196.17	$2,354.04
3	PMMN4152B	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	12	$756.00	$604.80	$7,257.60
	Product Services					
4	LSV00Q00202A	DEVICE PROGRAMMING	12	$110.00	$110.00	$1,320.00

Grand Total $127,667.88(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager, Dawn Berry, Purchasing Director
Date: November 11, 2025

Agenda Item:
Consider and act to authorize the purchase of Firefighter Protective Gear for Station 4 from Casco Industries Inc. through a cooperative contract with Buyboard #698-23 for an amount not to exceed $131,000.00. (White)

Background Information:
The Fire Department requests authorization to utilize Buyboard cooperative purchase contract #698-23 with Casco Industries for the purchase of firefighter protective gear for Station No. 4. The purchase of 20 sets of bunker gear will be used by Fire Department staff as required by fire protection guidelines. Due to supply chain challenges, the expected delivery is 12 months from the order date. A delay in this order would significantly reduce our lifesaving capabilities in the opening of Station No. 4. The City of Celina is responsible for protecting the health, safety, and welfare of the community. Therefore, staff is seeking to purchase firefighter protective gear required for the safety and efficient operation of firefighter activities and operations at Celina Fire Station No. 4.

The City maintains an executed Interlocal Agreement with the above government entity. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contracts satisfies the competitive bidding requirement while saving time and funding in developing specifications and duplication of work during the bid process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Casco Contract 698-23 Summary

Financial Consideration:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

PURCHASE
Firefighter Protective Gear for Station 4 from Casco Industries, Inc.

Fire Department
November 11, 2025

PURCHASE FIREFIGHTER PROTECTIVE GEAR FOR STATION 4

Purchase of Firefighter Protective Gear for Station 4 from Casco Industries Inc. through a cooperative contract with Buyboard #698-23 for an amount not to exceed $131,000.

The purchase of **twenty (20) sets** of bunker gear will be used by Fire Department staff as required by fire protection guidelines.

This will include personal protective equipment: bunker pants, bunker coats and hoods.

*Due to supply chain challenges, the expected delivery is 12 months from the order date. A delay in this order would significantly reduce our lifesaving capabilities in the opening of Station #4.

PURCHASE
FIREFIGHTER PROTECTIVE GEAR FOR STATION 4

The City of Celina is responsible for protecting the health, safety, and welfare of the community. Therefore, staff is seeking to purchase firefighter protective gear required for the safety and efficient operation of firefighter activities and operations at Celina Fire Station No. 4.

QUESTIONS?

Vendor Contract Information Summary

Vendor	Casco Industries, Inc.
Contact	David Stewart
Phone	3188655107
Phone Extension	106
Email	david@cascoindustries.com
Vendor Website	www.cascoindustries.com
TIN	72-0698936
Address Line 1	607 W. 62nd Street
Vendor City	Shreveport
Vendor Zip	71106
Vendor State	LA
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	Yes
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager, Dawn Berry, Purchasing Director
Date: November 11, 2025

Agenda Item:
Consider and act to authorize the purchase of Fire Department uniforms from Webbs Uniforms, LLC, through a cooperative contract with Buyboard #773-25 for an amount not to exceed $130,000.00. (White)

Background Information:
Staff requests authorization to procure uniforms and accessories for the Fire Department in accordance with the contract with Webbs Uniforms. Uniforms are budgeted and will be purchased through the cooperative contract with BuyBoard, Contract 773-25. This purchase is for all departmental uniforms, both daily uniforms and Class A uniforms.

The City maintains an executed Interlocal Agreement with the above government entity. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contracts satisfies the competitive bidding requirement while saving time and funding in developing specifications and duplication of work during the bid process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Webb's Uniforms BuyBoard #773-25

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.

PURCHASE
Fire Department Uniforms from Webb’s Uniforms, LLC

Fire Department
November 11, 2025

PURCHASE
UNIFORMS – WEBB'S UNIFORMS, LLC

This request is for all departmental uniforms, both daily uniforms and Class A uniforms.

PURCHASE
UNIFORMS – WEBB'S UNIFORMS, LLC

Purchase uniforms for the Fire Department through BuyBoard cooperative contract with Webbs Uniforms LLC for an amount not to exceed $130,000.

- Procure uniforms and accessories for the Fire Department
- This is for all departmental uniforms: Daily Uniforms and Class A Uniforms
- Purchase through the cooperative contract with BuyBoard, Contract 773-25

WEBB'S UNIFORMS

QUESTIONS?

Vendor Contract Information Summary

Vendor	Webb's Uniforms, LLC
Contact	Kelli Webb
Phone	281-364-9553
Email	kelli@webbsuniforms.com
Vendor Website	WWW.WEBBSUNIFORMS.COM
TIN	81-1264833
Address Line 1	25275 BUDDE RD STE 1
Vendor City	SPRING
Vendor Zip	77380
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	DUE UPON REC, NET 10, NET 15, NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Uniforms and Accessories
Contract No.	773-25
Effective	07/01/2025
Expiration	06/30/2028
Accepts RFQs	Yes
Quote Reference Number	QUOTE NO
Return Policy	PRINTED, EMBROIDERY OR ALTERED ITEMS ARE NOT RETURNABLE. OTHER ITEMS CAN BE RETURNED WITHIN 20 DAYS OF PURCHASE IN NEW CONDITION WITH TAGS.

10/20/2025 2:40 PM

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act to authorize the purchase of medical supplies and pharmaceuticals from Bound Tree Medical for use during emergency medical calls on a daily basis throughout the City for an amount not to exceed $120,000.00, through an Interlocal Agreement with the City of Midlothian, Contract #2020-28. (White)

Background Information:
The Fire Department requests authorization to procure medical supplies and pharmaceuticals for use during emergency medical calls on a daily basis throughout the City through an Interlocal Agreement with the City of Midlothian, Contract #2020-28.

The City maintains an executed Interlocal Agreement with the above government entity. Chapter 271 of the Local Government Code Authorizes cooperative purchases. Using the contracts satisfies the competitive bidding requirement while saving time and funding in developing specifications and duplication of work during the bid process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 2020-28 Bound Tree Contract
3. Signed Contract Extension 2025

Financial Consideration:

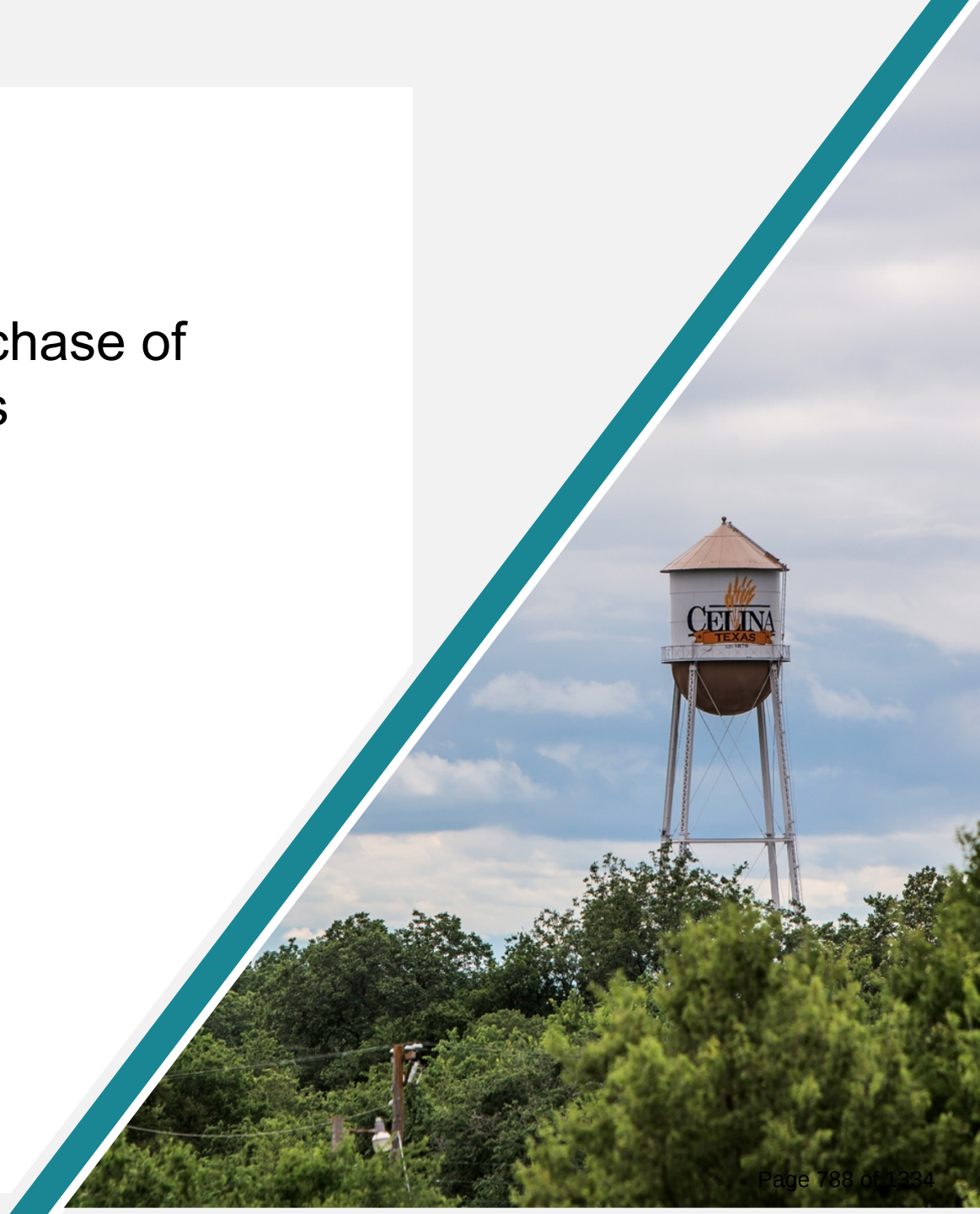
Funding is available in the current budget. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

PURCHASE

Consider and Act to Authorize the Purchase of Medical Supplies and Pharmaceuticals

Fire Department
November 11, 2025

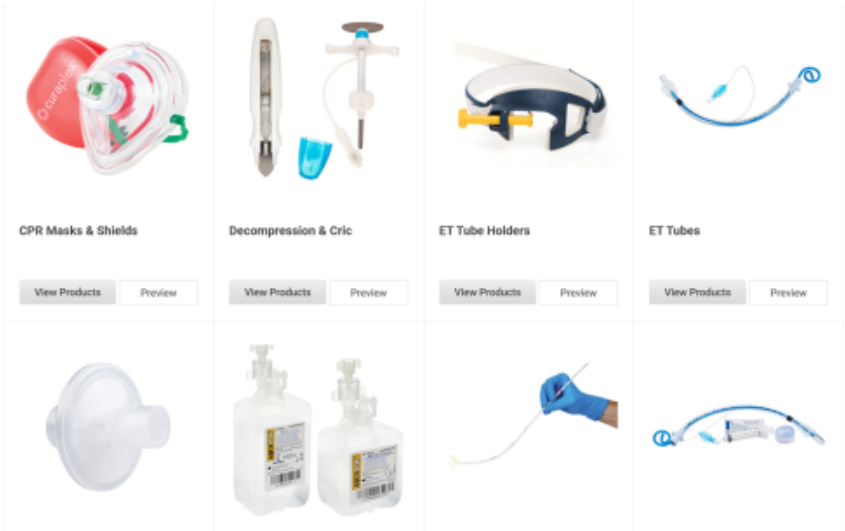


PURCHASE
MEDICAL SUPPLIES AND PHARMACEUTICALS

Procure medical supplies and pharmaceuticals for use during emergency medical calls on a daily basis throughout the City, not to exceed $120,000.00

Bound Tree

- Purchase through an Interlocal Agreement with the City of Midlothian, Contract #2020-28 from Bound Tree Medical.
- 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.



STATE OF TEXAS §
§ **AGREEMENT FOR EMS FIRE DEPT MEDICAL SUPPLIES**
COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement;

(b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and

(c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III
Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV
Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V
Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI
Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII
Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX
Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X
Indemnification

10.1 **CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND**

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 **IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.**

10.3 **CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.**

10.4 **CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

Article XI
Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, President, Emergency Preparedness
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: _____
Chris Dick, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: _____
Name: Shawn P. Saylor
Title: CFO

EXHIBIT "A"
City's Bid

CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $1,000,000 per each occurrence;

(c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:
THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.

15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.

16. Pharmaceutical Requirements:
    a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
    b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
    c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.

17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

    1.) Is your principle place of business in the State of Texas? YES____ NO____

    2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:

        a.) In which state is your principle place of business located? _____

        b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES____ NO____

        c.) If yes, what is that dollar increment or percentage? _____

    The State Purchasing and General Services Commission defines Principal Place of Business as follows:

    Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

    Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
   Yes____ No____

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
   Yes____ No____

   Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: ( ) _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: ( ) _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
http://www.tbpc.state.tx.us/hubbid

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
http://www.nctrca.org

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME:

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #1, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

1. **ATTACHMENT**
   A. Usage Spreadsheet
   B. Revised List of Items for RFP Spreadsheet

2. **CLARIFICATION**
   A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
   B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
   C. Do you anticipate extending the bid due date? **Not at this time.**
   D. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free? **No**
   E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
   F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
   G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
   H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
   I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**

T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**

U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**

V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**

W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?
For Certi-Dose line 403 see below.
Due to the nature of this product, orders must be made through:
Concordance Healthcare Solutions Purchasing
www.concordancehealthcare.com
Item: 278950
Call 800-473-2332 to set up an account if you are not a current Concordance customer.
Cardinal Health Purchasing
www.orderexpress.cardinalhealth.com
Item: 5513643
Call 800-926-3161 to set up an account if you are not a current Cardinal customer.
Bound Tree Purchasing
www.boundtree.com
Item: 0001-05
Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.
McKesson Pharmaceutical
www.connect.mckesson.com
NDC # 71754-0001-05
Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.

X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.
Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: **AUTHORIZED REPRESENTATIVE**

_____
_____
_____
_____

Signature_____
Name_____
Title_____
Tel. No._____

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #2, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE

A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

2. REMINDER AS STATED IN RFP

A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: **AUTHORIZED REPRESENTATIVE**

_____ **Signature**_____
_____ **Name**_____
_____ **Title**_____
_____ **Tel. No.**_____

EXHIBIT "B"
Contractor's Response to City's Bid

Bound Tree

CITY OF MIDLOTHIAN

EMS MEDICAL SUPPLIES

BID NO. 2020-28

DUE – NOVEMBER 20, 2020 11:00AM

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #2, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

1. **ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

   A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

2. **REMINDER AS STATED IN RFP**

   A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
   B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY:

_____
_____
_____
_____

AUTHORIZED REPRESENTATIVE

Signature _____
Name Brian LaDuke
Title President, Emergency Preparedness
Tel. No. 800.533.0523

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? **The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.**

K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. **For this RFP, P2 is the only required signature page.**

L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? **The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.**

M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? **Electronic/Scanned Signature is fine.**

N. Need manufacturer item numbers for the items below marked as No Substitutions
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
The only information we have been given is
64594050 AeroEclipse Face Mask 58-65750 ea.

O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
This is male and not subject to a particular brand.

P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. **An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.**

Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No **Substitutions was a typo. It says to the side or equivalent on the main line.**

R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. **This can be substituted with the 6in.**

CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. **All bidders must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $1,000,000 per each occurrence;

(c) Excess Liability Insurance. Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:
THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.

15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.

16. Pharmaceutical Requirements:
    a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
    b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
    c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.

17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.

19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

    1.) Is your principle place of business in the State of Texas? YES____ NO__x__

    2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:

        a.) In which state is your principle place of business located? __Ohio__

        b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES____ NO__x__

        c.) If yes, what is that dollar increment or percentage? _____

    The State Purchasing and General Services Commission defines Principal Place of Business as follows:

    Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

    Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.

34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

    a) Meet delivery schedules
    b) Perform in accordance with these specifications and/or
    c) Transfers, assigns or conveys any or all of its obligations or duties to another.
    d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
    e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.
   Yes_x_ No___

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?
   Yes_x_ No____

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?
   Yes_x_ No____

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
   Yes_x_ No____

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
   Yes_x_ No____

   Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: (817) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: (614) 221-3132

Email:

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: (504) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

*Not Applicable

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
http://www.tbpc.state.tx.us/hubbid

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
http://www.nctrca.org

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME:

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

INDICATE ALL THAT APPLY

_____ Minority Owned Business Enterprise

_____ Woman Owned Business Enterprise

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
1	Airway	BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer	87-AF3140MBEA	AirFlow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing	VENTLAB CORPORATION	AF3140MB	$ 9.50	1/EA
2	Airway	BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent	87-AF2100MBEA	AirFlow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer	VENTLAB CORPORATION	AF2100MB	$ 12.50	1/EA
3	Airway	BVM, Airflow Manual Resuscitator,(Adult) Manometer, Exhalation Filter or equivalent	87-AF5140MBEA	AirFlow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer	VENTLAB CORPORATION	AF5140MB	$ 9.50	1/EA
4	Airway	BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER	2442-01701	SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask	AMBU	523611017	$ 12.25	1/EA
5	Airway	BVM, SPUR II, Child, w/child mask, bag reservior, medi port, disp	2442-53213	Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve	AMBU	530213000	$ 8.80	1/EA
6	Airway	BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp	065-540212000EA	SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask	AMBU	540212000	$ 8.58	1/EA
7	Airway	Curaplex Nebulizer w/Mask, Adult or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	$ 0.70	1/EA
8	Airway	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing	533-MS-25060EA	Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult	CURAPLEX BY BOUND TREE	BT-25060	$ 0.70	1/EA
9	Airway	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent	30051	Curaplex Partial Non Rebreather, Adult	CURAPLEX BY BOUND TREE	30051	$ 0.70	1/EA
10	Airway	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent	30053	Curaplex Partial Non Rebreather, Pediatric	CURAPLEX BY BOUND TREE	30053	$ 0.70	1/EA
11	Airway	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent	301-107EA	Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult	CURAPLEX BY BOUND TREE	BT-24003	$ 0.25	1/EA
12	Airway	Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent	533-MS-24101EA	Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing	CURAPLEX BY BOUND TREE	BT-24101	$ 0.25	1/EA
13	Airway	Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent	14288	Curaplex All Brass Regulator, Click-Style	CURAPLEX BY BOUND TREE	EMSREG8725-B2D-BTM	$ 41.50	1/EA
14	Airway	Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent	36045	Curaplex CPR Mask with O2 Inlet	CURAPLEX BY BOUND TREE	36045	$ 2.20	1/EA
15	Airway	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent	2113-10225	Endotracheal Tubes, Cuffed w/Stylet, 2.5mm	CURAPLEX BY BOUND TREE	2113-10225	$ 1.42	1/EA
16	Airway	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent	2113-10230	Endotracheal Tubes, Cuffed w/Stylet, 3.0mm	CURAPLEX BY BOUND TREE	2113-10230	$ 1.42	1/EA
17	Airway	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent	2113-10240	Endotracheal Tubes, Cuffed w/Stylet, 4.0mm	CURAPLEX BY BOUND TREE	2113-10240	$ 1.42	1/EA
18	Airway	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent	2113-10245	Endotracheal Tubes, Cuffed w/Stylet, 4.5mm	CURAPLEX BY BOUND TREE	2113-10245	$ 1.42	1/EA
19	Airway	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent	2113-10250	Endotracheal Tubes, Cuffed w/Stylet, 5.0mm	CURAPLEX BY BOUND TREE	2113-10250	$ 1.42	1/EA
20	Airway	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent	2113-10255	Endotracheal Tubes, Cuffed w/Stylet, 5.5mm	CURAPLEX BY BOUND TREE	2113-10255	$ 1.42	1/EA
21	Airway	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent	2113-10260	Endotracheal Tubes, Cuffed w/Stylet, 6.0mm	CURAPLEX BY BOUND TREE	2113-10260	$ 1.42	1/EA
22	Airway	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent	2113-10265	Endotracheal Tubes, Cuffed w/Stylet, 6.5mm	CURAPLEX BY BOUND TREE	2113-10265	$ 1.42	1/EA

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Line ID		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
42	Airway	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18132	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French	CURAPLEX BY BOUND TREE	2-0211-8132	$ 2.12	1/EA
43	Airway	Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18134	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French	CURAPLEX BY BOUND TREE	2-0211-8134	$ 2.12	1/EA
44	Airway	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18136	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French	CURAPLEX BY BOUND TREE	2-0211-8136	$ 2.12	1/EA
45	Airway	Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	$ 0.80	1/EA
46	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent	301-LED-020S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-020S	$ 6.98	1/EA
47	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent	301-LED-030S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-030S	$ 6.98	1/EA
48	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent	301-LED-040S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-040S	$ 6.98	1/EA
49	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent	301-LED-000S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-000S	$ 6.98	1/EA
50	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent	301-LED-101S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-101S	$ 6.98	1/EA
51	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent	301-LED-102S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-102S	$ 6.98	1/EA
52	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent	301-LED-103S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-103S	$ 6.98	1/EA
53	Airway	Disposable Guedel Oral Airway, 40mm (Pink)	2010-35040	Curaplex® Guedel Airway, 40mm, Pink	CURAPLEX BY BOUND TREE	12990	$ 0.21	1/EA
54	Airway	Disposable Guedel Oral Airway, 50mm (Blue)	2010-35050	Curaplex® Guedel Airway, 50mm, Blue	CURAPLEX BY BOUND TREE	13057MS	$ 0.21	1/EA
55	Airway	Disposable Guedel Oral Airway, 60mm (Black)	2010-35060	Curaplex® Guedel Airway, 60mm, Black	CURAPLEX BY BOUND TREE	13058	$ 0.21	1/EA
56	Airway	Disposable Guedel Oral Airway, 70mm (White)	2010-35070	Curaplex® Guedel Airway, 70mm, White	CURAPLEX BY BOUND TREE	13059	$ 0.21	1/EA
57	Airway	Disposable Guedel Oral Airway, 80mm (Green)	2010-35080	Curaplex® Guedel Airway, 80mm, Green	CURAPLEX BY BOUND TREE	13060	$ 0.21	1/EA
58	Airway	Disposable Guedel Oral Airway, 90mm (Yellow)	2010-35090	Curaplex® Guedel Airway, 90mm, Yellow	CURAPLEX BY BOUND TREE	13061	$ 0.21	1/EA
59	Airway	Disposable Guedel Oral Airway, 100mm (Red)	2010-35100	Curaplex® Guedel Airway, 100mm, Red	CURAPLEX BY BOUND TREE	13062	$ 0.21	1/EA
60	Airway	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	LAERDAL MEDICAL CORP.	600-42500	$ 3.60	1/EA
61	Airway	Endotracheal Tube Holder, Thomas Select, Pediatric	020400	Thomas Endotracheal Tube Holder, Pediatric, Pink	LAERDAL MEDICAL CORP.	600-20000	$ 2.75	1/EA
62	Airway	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	2120-17010	ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric	SUN MED	9-0211-70	$ 4.22	1/EA
63	Airway	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	9-01212-70	ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult	SUN MED	9-0212-70	$ 4.22	1/EA
64	Airway	FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM	020631	Oxygen Flowmeter, Aluminium, 0-15 LPM, w/Ohmeda Quick Connect	PRECISION MEDICAL	BMFA1005	$ 33.76	1/EA
65	Airway	GO-PAP with BiTrac ED - Adult Medium	313-4602EA	GO-PAP with BiTrac ED - Adult MED	PULMODYNE	313-4602EA	$ 39.50	1/EA

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Item #		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
90	Airway	UEScope 2 Blade Size D2	2146-03020	Single Use Blade Size D2 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3020	$ 40.65	1/EA
91	Airway	UEScope 2 Blade Size D3	2146-03030	Single Use Blade Size D3 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3030	$ 40.65	1/EA
92	Airway	UEScope 2 Blade Size D4	2146-03040	Single Use Blade Size D4 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3040	$ 40.65	1/EA
93	Airway	UEScope 2 VL460 Kit	2146-01200	UEScope 2 VL460 Starter Kit	UE MEDICAL DEVICES INC.	460-1200	$ 1,600.00	1/EA
94	Airway	VixOne Small Volume Nebulizer or equivalent	A911203	VixOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing	WESTMED, INC.	0210	$ 0.95	1/EA
95	Bandaging/Splinting	ABDOMINAL PADS STERILE 8 IN X 10 IN	1212-12111	Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in	CURAPLEX BY BOUND TREE	1212-12111	$ 3.40	20/BX
96	Bandaging/Splinting	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	150030	Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards	CARDINAL HEALTH	6720-	$ 0.75	1/EA
97	Bandaging/Splinting	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs	16353	Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile	CURAPLEX BY BOUND TREE	STORM-GZM00150	$ 0.78	1/EA
98	Bandaging/Splinting	Board splint, padded, 3x18 in. long, orange vinyl cover	660012	Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover	DMS	60015	$ 2.45	1/EA
99	Bandaging/Splinting	Board splint, padded, 3x36in long, orange vinyl cover	660013	Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover	DMS	60036M	$ 4.15	1/EA
100	Bandaging/Splinting	Board splint, padded, 3x54in long, orange vinyl cover	660014	Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover	DMS	60054M	$ 5.55	1/EA
101	Bandaging/Splinting	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black	NORTH AMERICAN RESCUE PRODUCTS	30-0001	$ 24.70	1/EA
102	Bandaging/Splinting	Cohesive Elastic Bandage 2in (Blue)	1121-36571	Curaplex Cohesive Elastic Bandage, 2in, Blue	CURAPLEX BY BOUND TREE	1121-36571	$ 16.55	36/BX
103	Bandaging/Splinting	Cohesive Elastic Bandage 3in (Blue)	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	$ 15.90	24/BX
104	Bandaging/Splinting	Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent	1121-36559	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12rl/bg 8bg/cs	CURAPLEX BY BOUND TREE	1121-36559	$ 0.80	12/BG
105	Bandaging/Splinting	CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	$ 1.25	1/EA
106	Bandaging/Splinting	Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent	1330-86100	Curaplex Sterile Alcohol Prep Pads, Large	CURAPLEX BY BOUND TREE	1330-86100	$ 1.60	100/BX
107	Bandaging/Splinting	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent	1330-85300	Curaplex Sterile Alcohol Prep Pad, Medium	CURAPLEX BY BOUND TREE	1330-85300	$ 1.52	200/BX
108	Bandaging/Splinting	Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylen or equivalent	16685	Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet	CURAPLEX BY BOUND TREE	BB STRAP BLUE (ND) DO NOT CUT	$ 2.15	1/EA
109	Bandaging/Splinting	Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	$ 16.45	24/BX
110	Bandaging/Splinting	Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	$ 3.50	1/EA
111	Bandaging/Splinting	Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100rl/cs	1121-36645	Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd	CURAPLEX BY BOUND TREE	1121-36645	$ 0.60	1/RL
112	Bandaging/Splinting	Curaplex Head Immobilizer, Adult, incl Head and Chin Straps,20ea/cs	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	BT-91010	$ 3.12	1/EA
113	Bandaging/Splinting	Curaplex Hot Pack - Small - 5in x 5in or equivalent	1432-56000	Curaplex Hot Pack, Small	CURAPLEX BY BOUND TREE	H5050	$ 0.22	1/EA
114	Bandaging/Splinting	Curaplex Stop the Bleed, Basic Kit Vacuum Sealed	8600-STB001B	Curaplex Stop the Bleed®, Basic Kit	CURAPLEX BY BOUND TREE	8600-STB001B	$ 39.50	1/EA

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Line ID		Your Medical Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
140	Bandaging/Splinting	Paramedic Shears, Yellow, 5.5 in	68008	Paramedic Shears, 5.5, Yellow	CURAPLEX BY BOUND TREE	182-YELLOW	$ 0.75	1/PR
141	Bandaging/Splinting	Pediatric/Infant Immobilization Board	36111	Curaplex Pedi Board, w/ Case	CURAPLEX BY BOUND TREE	STORM-PIBS	$ 85.00	1/EA
142	Bandaging/Splinting	Perfit Ace Extrication Collar Adult	260281	Perfit ACE Adjustable Collar, Adult	AMBU	000281000	$ 3.20	1/EA
143	Bandaging/Splinting	Perfit Ace Extrication Collar pediatric	260280	Perfit Mini ACE Adjustable Collar, Pediatric	AMBU	000281106	$ 3.20	1/EA
144	Bandaging/Splinting	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1214-00572	QuikClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)	Z-MEDICA LLC	572	$ 18.55	1/EA
145	Bandaging/Splinting	SAM Pelvic Sling II	665566	SAM Pelvic Sling II, Standard, 32-50inch Hip	SAM MEDICAL	PS301-OB-EN	$ 62.55	1/EA
146	Bandaging/Splinting	SWAT-TOURNIQUET, TACTICAL BLACK	G1092	SWAT-Tourniquet, Tactical Black	H & H MEDICAL CORPORATION	SWAT-T BLK-CA	$ 8.55	1/EA
147	Bandaging/Splinting	TAPE ADHESIVE CLOTH 1 IN X 10 YARDS	1110-14007	Curaplex® Cloth Tape, 1 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14007	$ 7.90	12/BX
148	Bandaging/Splinting	TAPE ADHESIVE CLOTH 3 IN X 10 YARDS	1110-14009	Curaplex® Cloth Tape, 3 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14009	$ 7.90	4/BX
149	Bandaging/Splinting	VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT	MT90001	Air Transport Vacuum Spine Board Set, 8 Handles w/Ribs Incl Case, Pump and Pelvic Strap, 6ft	CURAPLEX BY BOUND TREE	MT90001	$ 857.50	1/EA
150	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Large Extremity	S60103	Evac-U-Splint Vacuum Extremity Splint (splint only), LG	HARTWELL MEDICAL LLC	EV 103	$ 140.50	1/EA
151	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Medium Extremity	S60102	Evac-U-Splint Vacuum Extremity Splint (splint only), MED	HARTWELL MEDICAL LLC	EV 102	$ 99.90	1/EA
152	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Small Extremity	S60101	Evac-U-Splint Vacuum Extremity Splint (splint only), SM	HARTWELL MEDICAL LLC	EV 101	$ 75.00	1/EA
153	Infection Control/Cleaning	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	290116	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal	MEDEGEN MEDICAL PRODUCTS	F116	$ 0.09	1/EA
154	Infection Control/Cleaning	Cleaning agent that will kill COVID 19 (Spray bottle)	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	$ 6.90	1/EA
155	Infection Control/Cleaning	Cleaning agent that will kill COVID 19 (wipes cannister)	1061-100	CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch	METREX RESEARCH CORPORATION	13-1100	$ 9.25	160/TB
156	Infection Control/Cleaning	Clorax Healthcare Hydrogen Peroxide Wipes Tub 95	1061-82403	Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch	ESSENDANT	CLO30824	$ 47.77	6/CS
157	Infection Control/Cleaning	Clorox Healthcare Hydrogen Peroxide Green Lable Disinfectant Cleaner Spray Bottle, 32oz	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	$ 7.55	1/EA
158	Infection Control/Cleaning	CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	$ 1.79	1/EA
159	Infection Control/Cleaning	Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent	670202-KIT	Curaplex PPE Kit- Basic+ Faceshield	CURAPLEX BY BOUND TREE	670202-KIT	$ 9.55	1/EA
160	Infection Control/Cleaning	GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810	R3127	SanIZide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz	SAFETEC	34810	$ 8.15	1/EA

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178	Infection Control/Cleaning	Microdot Bleach Wipes	CS600-12	*MFG B/O * WIPES BLEACH MICRODOT (160/TUB)	Cambridge Sensors USA, LLC	600-12	$ 10.22	160/TB
179	Infection Control/Cleaning	Multi-Purpose Collection Bag with Hook	1071-17367	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	CURAPLEX BY BOUND TREE	1071-17367	$ 8.75	12/PK
180	Infection Control/Cleaning	Particulate Respirator, N95 Mask, Large Size	1513	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG	MOLDEX-METRIC, INC.	1513	$ 21.99	20/BX
181	Infection Control/Cleaning	Particulate Respirator, N95 Mask, Tecnol, Regular Size 35/bx 6bx/cs	8618	FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular	O&M Halyard, Inc	46767	$ 0.74	1/EA
182	Infection Control/Cleaning	Particulate Respirator, N95 Mask, XL Size	1031-46827	FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS	O&M Halyard, Inc	46827	$ 109.99	35/BX
183	Infection Control/Cleaning	Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx	1063-20763	FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable	Firewipes	FW0207CA	$ 10.10	12/BX
184	Infection Control/Cleaning	SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent	660274	Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lense	MED PLUS SERVICES USA	25654	$ 1.95	1/PR
185	Infection Control/Cleaning	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	$ 0.45	1/EA
186	Infection Control/Cleaning	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	1860-08708	Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart	CURAPLEX BY BOUND TREE	1860-08708	$ 3.37	1/EA
187	Infection Control/Cleaning	SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS	1860-08706	Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart	CURAPLEX BY BOUND TREE	1860-08706	$ 3.35	1/EA
188	Infection Control/Cleaning	SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	1860-08702	Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart	CURAPLEX BY BOUND TREE	1860-08702	$ 1.15	1/EA
189	Infection Control/Cleaning	SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)	295502	*NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS	SAFETY TODAY	002501-YPE	$ 1.47	1/PR
190	Infection Control/Cleaning	SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING	1033-15311	Spit Sock Hood, to Prevent Spitting	STEARNS WEAR	SPIT SOCK WHITE	$ 3.10	1/EA
191	IV Supplies and Needles	Curaplex Dart w/vial adapter kit	670212-KIT	Curaplex Dart w/ Vial Adaptor Kit (3CC Syringe)	CURAPLEX BY BOUND TREE	670212-KIT	$ 7.55	1/EA
192	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 16 ga x 1 1/4 IN 50/bX	353062	Protectiv Plus IV Catheters, 16ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306201	$ 1.54	1/EA
193	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353065	Protectiv Plus IV Catheters, 18ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306501	$ 1.54	1/EA
194	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353067	Protectiv Plus IV Catheters, 20ga x 1inch	SMITHS MEDICAL ASD, INC.	306701	$ 1.54	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line #	Category	Original Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
212	IV Supplies and Needles	Lancets, Unistik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple	2764-70728	Curaplex® Safety Lancet, 28 Gauge, Orange	CURAPLEX BY BOUND TREE	SLL28G-2764-70728	$ 6.25	100/BX
213	IV Supplies and Needles	Lancets, Unistik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow	675-AT1002	Unistik 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box	OWEN MUMFORD INC	AT 1002	$ 17.25	100/BX
214	IV Supplies and Needles	Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism	1641-76618	BD Eclipse Safety Needles, 18ga x 1 1/2inch	BECTON DICKINSON	305766	$ 22.35	100/BX
215	IV Supplies and Needles	Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism	62305916	Safety Glide Hypodermic Needle, 25ga x 1inch	Becton Dickinson	305916	$ 0.40	1/EA
216	IV Supplies and Needles	Syringe and Needle, 10cc, 21 ga x 1 1/2 inch	11297	Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2in, Deep Green Hub	EXEL INTERNATIONAL, INC.	26107	$ 0.09	1/EA
217	IV Supplies and Needles	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch	11278	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in	EXEL INTERNATIONAL, INC.	26044	$ 0.10	1/EA
218	IV Supplies and Needles	Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch	30-26040BX	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in	EXEL INTERNATIONAL, INC.	26040	$ 10.40	100/BX
219	IV Supplies and Needles	Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle	625779	Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc	BECTON DICKINSON	305779	$ 0.26	1/EA
220	IV Supplies and Needles	Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle	C012350	Safety Glide Hypodermic Needle, 22ga x 1 1/2inch	BECTON DICKINSON	305900	$ 15.90	50/BX
221	IV Supplies and Needles	SYRINGE ONLY LUER LOCK 30CC	1633-30430	Syringe Only, Luer Lock, 30cc	B. BRAUN MEDICAL, INC	4617304F-02	$ 0.44	1/EA
222	IV Supplies and Needles	SYRINGE ONLY LUER LOCK 60CC	620300	Syringe (Only), Luer Lock w/cap, 50-60cc	EXEL INTERNATIONAL, INC.	26300	$ 16.12	25/BX
223	IV Supplies and Needles	Syringe, Luer Lock, 30-35cc,	1633-29030	Syringe, Luer Lock w/Cap, 30-35cc	EXEL INTERNATIONAL, INC.	26290	$ 0.42	1/EA
224	IV Supplies and Needles	Tourniquet (non latex) individual rolled	1841-14000	Curaplex Tourniquet, Latex Free 1in x 18in, Rolled, Blue	CURAPLEX BY BOUND TREE	1841-14000	$ 19.98	250/BG
225	IV Supplies and Needles	VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	353367	Interlink Vial Access Cannula, 15ga	BECTON DICKINSON	303367	$ 0.35	1/EA
226	LP-15 and Lucas Supplies	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	2743-02011	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000020	$ 345.70	1/EA
227	LP-15 and Lucas Supplies	6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15	2743-02211	6-Wire Precordial Leads for a 12-Lead ECG Cable	STRYKER	11111-000022	$ 131.25	1/EA
228	LP-15 and Lucas Supplies	ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP15 or equivalent	2745-10108	Curaplex® ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15	CURAPLEX BY BOUND TREE	LP12	$ 1.40	1/RL

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
246	LP-15 and Lucas Supplies	LUCAS	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	$ 125.90	3/PK
247	LP-15 and Lucas Supplies	Masimo SET Rainbow Compatible Cable, 4 ft	2743-02406	Masimo Rainbow RC-4 Compatible Cable for SpO2, 4 ft	MASIMO	2406	$ 94.35	1/EA
248	LP-15 and Lucas Supplies	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable	2712-04971	Masimo SET Rainbow Sensor, 3 ft, Reusable, Adult	STRYKER	11171-000049	$ 557.75	1/EA
249	LP-15 and Lucas Supplies	Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable	2743-02069	Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin).	MASIMO	2069	$ 779.00	1/EA
250	LP-15 and Lucas Supplies	Mobil Battery Charger (Physio) Includes AC and DC power cords	2750-57711	Mobile Battery Charger, for the LifePak 15 LP15	STRYKER	11577-000011	$ 1,889.47	1/EA
251	LP-15 and Lucas Supplies	Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	$ 15.55	1/PR
252	LP-15 and Lucas Supplies	Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	$ 15.55	1/PR
253	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Adult	2615-63501	UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting	SPACELABS HEALTHCARE	US2635HP-05	$ 13.28	1/EA
254	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Child	2615-32003	UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting	SPACELABS HEALTHCARE	US1320HP-05	$ 8.95	1/EA
255	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Infant	2615-81409	UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting	SPACELABS HEALTHCARE	US0814HP-05	$ 7.95	1/EA
256	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Large Adult	2615-24212	UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting	SPACELABS HEALTHCARE	US3242HP-05	$ 14.95	1/EA
257	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Small Adult	2615-82619	UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting	SPACELABS HEALTHCARE	US1826HP-05	$ 10.35	1/EA
258	LP-15 and Lucas Supplies	NIBP Tubing Coiled (Physio)	2613-28148	NIBP Hose, Bayonet Design, Coiled, 9 ft	STRYKER	21300-008148	$ 82.25	1/EA
259	LP-15 and Lucas Supplies	REDI-Charge Base	2746-11541	REDI-CHARGE Battery Charger Base	STRYKER	11141-000115	$ 1,389.90	1/EA
260	LP-15 and Lucas Supplies	SENSOR, MASIMO LNCS ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG	2712-04126	Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg	MASIMO	1859	$ 12.92	1/EA
261	LP-15 and Lucas Supplies	Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	2712-03911	Masimo SET M-LNCS Adhesive Sensor, 18 inch, Adult	STRYKER	11171-000039	$ 13.90	1/EA
262	LP-15 and Lucas Supplies	Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	2712-41171	Masimo SET M-LNCS SpO2 Sensor, Adhesive, Disposable, Infant	STRYKER	11171-000041	$ 18.18	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line #	Level 2 Classification Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
283	Medications	CALCIUM CHLORIDE 1GM 10ML LUERJET	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	$ 110.15	10/BX
284	Medications	Calcium Chloride 1gm, 10ml Luer Jet 10108	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	$ 111.42	10/BX
285	Medications	Certa Dose Epinephrine Convience Kit	0001-05	Certa Dose Epinephrine Convenience kit (1ml vial, 2 syringes) 1/EA 5EA/CT	CERTA DOSE - SPECIALTY PHARM SVC	CD-EPI-005	$ 96.75	1/EA
286	Medications	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C	377515	Dextrose, 50%, 50ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409751716	$ 108.70	10/BX
287	Medications	DEXTROSE 50% 25GM, 50ML LUER JET 10138	373301	Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933011	$ 152.70	10/PK
288	Medications	Dextrose D10 250cc	7520-20	Dextrose, 10%, 250ml bag	B. BRAUN MEDICAL, INC	L5202	$ 2.72	1/EA
289	Medications	Diltiazem, 25mg, 5ml Vial *Refrigerate*	6013-10	Diltiazem Hydrochloride Injection, 25mg/5ml (5mg ml) Vial (Refrigeration Required)	Hikma Pharmaceuticals USA Inc	0641601310	$ 35.15	10/BX
290	Medications	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL	1000200	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl	HF Acquisition CO, LL (HealthFirst)	1000200	$ 4.35	1/EA
291	Medications	Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A	374921	Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409492134	$ 61.15	10/BX
292	Medications	Epinephrine 1:10000, 1mg , 10ml	374921	Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409492134	$ 61.15	10/BX
293	Medications	Epinephrine 1:10000, 1mg, 10ml Luer Jet 10198	373316	Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933161	$ 95.75	10/PK
294	Medications	Epinephrine1:1000	0159-25EA	Adrenalin (Epinephrine) 1mg, 1ml Vial (1:1000)	CARDINAL HEALTH RX	995914	$ 465.75	25/PK
295	Medications	Fentanyl 100mg/1ml vial	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC. (HOSPIRA)	0409909422	$ 32.80	25/BX
296	Medications	Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	0593-03	Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1mg vial along with 1ml of sterile water for reconstitution	OTHER MANUFACTURER	63323-0593-03	$ 147.50	1/EA
297	Medications	Glugagon, 1mg Lily Red Kit	000002145001	Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent	CARDINAL HEALTH-PHARMA	2858090	$ 349.50	1/EA
298	Medications	Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)	662248	Transcend Glucose Gel, Strawberry Flavor, 3/pk	LIFE NUTRITION LLC	6379	$ 3.55	3/PK
299	Medications	Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)	LN7637	Glucose Transcend, 15gm Gel, Orange	LIFE NUTRITION LLC	7637	$ 3.55	3/PK
300	Medications	HALOPERIDOL 5MG 1ML VIAL	373474	Haloperidol, 5mg, 1ml Vial	OTHER MANUFACTURER	437401 (25/PK)	$ 187.70	25/PK
301	Medications	Heparin 5000u/1ml vial	AB2723-01C	HEPARIN SODIUM 5,000U/1ML VIAL (25/BOX)	PFIZER INC. (HOSPIRA)	0409-2723-01	$ 34.90	25/BX
302	Medications	Heparin pre-mixed 250 or 500cc bag	7620-03	Heparin in 0.9% Saline for Injection, 1,000 USP Units, 500ml Bag	PFIZER INC. (HOSPIRA)	0409762003	$ 74.75	18/CS
303	Medications	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED	379801	Ipratropium Bromide, 0.02%, 2.5ml, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	9801-01	$ 5.90	30/BX
304	Medications	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABILITI	2T0806	$ 0.33	1/EA
305	Medications	IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter	1921-16217	Dextrose, 10%, 250ml Bag	BAXTER HEALTHCARE-DMG	2B0162Q	$ 5.52	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
330	Medications	SODIUM BICARBONATE 8.4%	376625	Sodium Bicarbonate, 8.4%, 50ml Vial	PFIZER INC. (HOSPIRA)	0409662502	$ 280.00	25/BX
331	Medications	Sodium Bicarbonate 8.4% 50ml Luer Jet 103SB	371035	Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933521	$ 147.12	10/PK
332	Medications	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 103SA	376637	Sodium Bicarbonate, 8.4 %, 50ml LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409663734	$ 115.90	10/BX
333	Medications	Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivelant	0409-0047-22	SOLU-MEDROL? Act-O-Vial System, 125 Mg, 2ml	PFIZER INC. (HOSPIRA)	0009-0047-22	$ 242.35	25/BX
334	Medications	Terbutaline 1mg, 1ml Vial	9746-10EA	Terbutaline, 1mg, 1ml Vial 10ea/Box	Hikma Pharmaceuticals USA Inc	0143974610	$ 47.55	10/BX
335	Medications	Tranexamic Acid 100mg/ml, 10ml vial	0166-41	Tranexamic Acid 100mg/ml, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	$ 117.50	10/BX
336	Medications	Vecuronium 10mg/10ml vial	0931-44	Vecuronium, 10mg, 10ml Vial, Powder	CARDINAL HEALTH-PHARMA	5058045	$ 91.15	10/BX
337	SUCTION	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent	S33-MS-YK20EA	Yankauer Suction Handle with Bulb Tip and Control Vent, 6ft Tube	CURAPLEX BY BOUND TREE	BT-YK20	$ 1.04	1/EA
338	SUCTION	Curaplex Disposable Suction Canister, 1200cc or equivalent	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	484410	$ 2.48	1/EA
339	SUCTION	Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK	2743-80422	Coaxial Vacuum Connector 33cm 12/PK	LAERDAL MEDICAL CORP.	780422	$ 11.65	12/PK
340	SUCTION	LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	L780020	Suction Unit w/Bemis Canister, Cords, Tubing, Battery	LAERDAL MEDICAL CORP.	78002001	$ 887.85	1/EA
341	SUCTION	Medi-Vac Guardian Disposable Hard Suction Canister 1200ml	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	484410	$ 2.48	1/EA
342	SUCTION	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36090	Curaplex Suction Catheter, 6F	CURAPLEX BY BOUND TREE	36090	$ 0.12	1/EA
343	SUCTION	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36091	Curaplex Suction Catheter, 8F	CURAPLEX BY BOUND TREE	36091	$ 0.12	1/EA
344	SUCTION	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36092	Curaplex Suction Catheter, 10F	CURAPLEX BY BOUND TREE	36092	$ 0.12	1/EA
345	SUCTION	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36093	Curaplex Suction Catheter, 12F	CURAPLEX BY BOUND TREE	36093	$ 0.12	1/EA
346	SUCTION	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36094	Curaplex Suction Catheter, 14F	CURAPLEX BY BOUND TREE	36094	$ 0.12	1/EA
347	SUCTION	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF	36095	Curaplex Suction Catheter, 16F	CURAPLEX BY BOUND TREE	36095	$ 0.12	1/EA
348	SUCTION	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36096	Curaplex Suction Catheter, 18F	CURAPLEX BY BOUND TREE	36096	$ 0.12	1/EA
349	STRETCHER SUPPLIES	Curaplex Blanket, Fleece 60x90 blue	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	$ 3.50	1/EA
350	STRETCHER SUPPLIES	Curaplex Blanket, Polyester 40x80 gray	3271-63802	Curaplex Blanket, 100% Polyester, 40in x 80in, Gray	CURAPLEX BY BOUND TREE	3271-63802	$ 30.99	10/CS
351	STRETCHER SUPPLIES	Curaplex Patient Transporter 1200lb or greater capacity or equivalent	3246-12345	Curaplex Patient Transporter, 1800lb Capacity	CURAPLEX BY BOUND TREE	3246-12345	$ 15.25	1/EA
352	STRETCHER SUPPLIES	Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent	3271-62602	Curaplex Stretcher Sheet, Fitted	CURAPLEX BY BOUND TREE	3271-62602	$ 45.50	30/CS
353	STRETCHER SUPPLIES	Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs	206-089-7015EA	Pillow, Disposable, Polyester Fill, 18inch x 24inch, 16oz	CARE ONE INC.	089-7015	$ 2.40	1/EA
354	STRETCHER SUPPLIES	Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends	5060228K	Straps, Nylon, Metal Push Button Buckle, 2 Piece w/Loop Ends, Black, 5 feet	DMS	111528K	$ 8.39	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Item ID		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
383	Various	Lumify L12-4 System	5000-68821	Lumify L12-4 System	PHILIPS MEDICAL SYSTEMS HSG	FUS6882	$ 5,119.00	1/EA
384	Various	Lumify S4-1 Bundle	5000-68840	Lumify S4-1 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6884	$ 5,119.00	1/EA
385	Various	Lumify C5-2 Bundle.	5000-68811	Lumify C5-2 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6881	$ 5,119.00	1/EA
386	Various	MANIKIN FACE SHIELD 36/RL 6RL/CS	L151200	Manikin Face Shields, 36/roll	LAERDAL MEDICAL CORP.	15120103	$ 10.96	36/RL
387	Various	OB Kit, poly bagged with scalpel	444001	Curaplex OB Kit Poly Bagged With Scalpel	CURAPLEX BY BOUND TREE	444001	$ 11.45	1/EA
388	Various	Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation	540104	Diagnostix 804N Palm Style BP Replacement Gauge Only	AMERICAN DIAGNOSTIC CORP.	804N	$ 35.00	1/EA
389	Various	Probe Covers for SureTemp Thermometers 690, Disposable	2733-53175	Probe Covers for SureTemp Thermometers, Disposable	WELCH ALLYN, INC..	05031-750	$ 10.40	250/BX
390	Various	Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut	2320-14180	Hose, Compact Ohmeda Coupler 6" conductive DISS Female Hex Nut	PRECISION MEDICAL	HA-U1C4-00180	$ 51.25	1/EA
391	Various	Ring Cutter	61511	Curaplex Ring Cutter	CURAPLEX BY BOUND TREE	47-373	$ 4.25	1/EA
392	Various	Ring Cutter, Replacement blades Magnum Medical Ring Cutter	61512	Curaplex Ring Cutter Replacement Blades	CURAPLEX BY BOUND TREE	B16	$ 1.60	1/EA
393	Various	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	$ 0.45	1/EA
394	Various	Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk	1880-61810	Single-Use Transport Bubble Bag, 4inch x 5 1/2inch	HEALTH CARE LOGISTICS	7618-10	$ 21.70	100/PK
395	Various	Sterile Water for Irrigation, 250ml Plastic Pour Bottle	607112	Sterile Water Irrigation Solution, 250ml Pour Bottle	BAXTER HEALTHCARE DMG	2F7112	$ 2.77	1/EA
396	Various	Sterile Water for Irrigation, 500ml Plastic Pour Bottle	355001	Sterile Water For Irrigation, 500ml Plastic Irrigation Container	B. BRAUN MEDICAL, INC	RS001-01	$ 1.84	1/EA
397	Various	Stethoscope (Adscope-Lite 619 30 in length Red)	2621-61922	Adscope-Lite 619, Stethoscope, Black	AMERICAN DIAGNOSTIC CORP.	6198K	$ 19.55	1/EA
398	Various	Stethoscope (disposable single head)	2621-01115	Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS	DUKAL CORP.	1115	$ 10.70	10/BX
399	Various	Stop The Bleed Sticker Kit (10 Stickers/Kit)	670156-KIT	Stop the Bleed Sticker Kit	CURAPLEX BY BOUND TREE	670156-KIT	$ 25.65	10/EA

Bound Tree
Your Partner in EMS

5000 Tuttle Crossing Blvd. Dublin, OH 43016 614.760.5000 www.boundtree.com

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

Partners in EMS

In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.

Advanced Online Tools

From free online continuing education courses at www.BoundTreeUniversity.com to elaborate online ordering tools at www.boundtree.com, we are focused on the most cutting edge technology that will streamline your day-to-day operations.

24-Hour Disaster Support

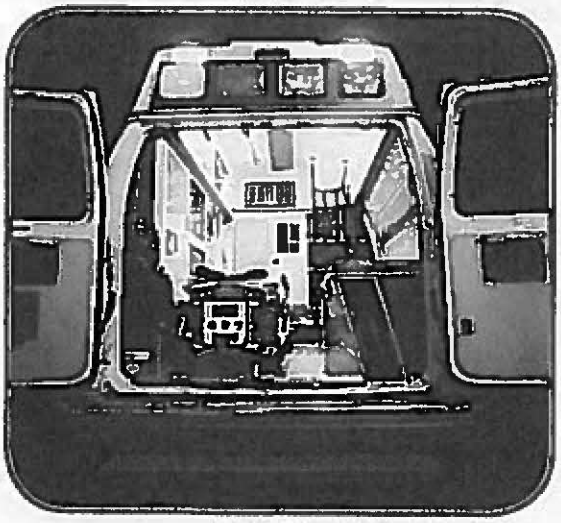
Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.

Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at www.boundtreegrants.com.

Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.

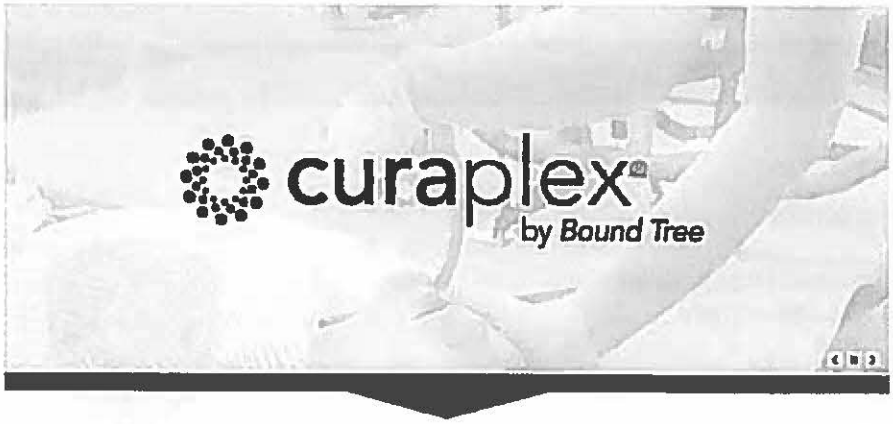


Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.

Bound Tree

800.533.0523 | www.boundtree.com



NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.

Thousands of Products | Significant Savings | Expert Account Managers | Continuous Quality Improvement | Nationwide Distribution | Innovative New Products

PRE-ASSEMBLED KITS
learn more »

SHOP MONTHLY DEALS
see savings »

NEW CATALOG
view online »

Kitting Solutions »

Airway/Oxygen Delivery »

Diagnostics »

Infection Control »

Trauma/ Wound Care »

Instruments/ Personal Items »

IV/Drug Delivery »

Immobilization »

Monitoring/ Defibrillation »

SHOP ALL CURAPLEX® PRODUCTS »

Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
2) Email: Orders may be emailed to customer service at customerservice@boundtree.com.
3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

Bound Tree
Your Partner In EMS
5000 Tuttle Crossing Blvd Dublin, OH 43016 614 760 5000 www.boundtree.com

Product Return Information

NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

Non-returnable Items Include:

1. Items that are special order items.

2. Items that are buy-to-order (BTO) items.

3. Items that have been marked or engraved.

4. Items returned with broken packaging or not in original packaging.

5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.

6. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.

2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.

3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.

4. Please write the RMA number clearly on the package label.

5. Enclose a copy of the original invoice or packing list in the box.

6. Send the package freight prepaid.

Online Ordering Capabilities

a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.

b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.

c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
   - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
   - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
   - The purchase summary report can be sorted in ascending order by total sales per item.
   - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
   - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
   - Reports can be self-exported in spreadsheet format.

d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.

e. A "sold by" column is available on product detail pages to clearly describe available units of measure.

f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.

g. Unit and total price for each order are displayed in the shopping cart checkout process.

h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.

i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.

j. The purchase requisition process provides date and time stamps for all purchase requisition activities.

k. Invoice history is posted on BoundTree.com for user access.

Midlothian
TEXAS

CONTRACT RENEWAL REQUEST

October 09, 2024

Brian LaDuke/Greg Wolf
Bound Tree Medical LLC
5000 Tuttle Crossing Blvd
Dublin OH 43016
Greg.wolf@boundtree.com

SUBJ: CONTRACT RENEWAL FOR BID NUMBER 2020-28

Dear: Mr. LaDuke/Mr. Wolf:

The subject contract is due to expire on January 1, 2025. The City of Midlothian would like to extend contract for another year. Terms and conditions shall remain the same as for the previous contract period.

Please signify your intention by signing either box at the bottom of this letter. You may email your response to the address listed below.

The City of Midlothian looks forward to continuing our business relationship. If you have questions, please call me at 972-775-7106.

Sincerely,
Nery Pena
City of Midlothian
Purchasing Agent

Contract end date: December 31, 2024 **Renewal Date:** January 1, 2025

Renewals remaining: None **F.O.B.:** Municipal Location, Midlothian, TX (Net 30)

RENEWAL INTENTION		
We choose to **RENEW**	Rob Meriweather Name	11/19/2024 Date
We choose to **NOT RENEW**	Name	Date

Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act to authorize the purchase of Medical Control Services through Columbia Medical Center for the amount of $56,835.00. (White)

Background Information:
The Department of State Health Services requires fire departments to hold a contract for medical control services. Fire departments operate under medical control to ensure the delivery of high-quality care, enhance medical capabilities in the field, and improve response times. Because fire departments are often the first to arrive on emergency scenes, they play a critical role in patient outcomes. Their personnel are highly trained and equipped with advanced tools, including defibrillators and IV medications. Medical control, under the supervision of physicians, establishes protocols and provides direct guidance to enable these first responders to deliver effective pre-hospital care and make informed, time-sensitive medical decisions.

Legal Review:
Contract has been previously reviewed and approved by Legal.

Supporting Documents:
1. Staff Presentation
2. HCA_North Texas Division_ City of Celina Medical Advisory Services Contract

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.

PURCHASE

Consider and Act to Authorize the Purchase of Medical Control Services through Columbia Medical Center

Fire Department
November 11, 2025

PURCHASE
MEDICAL CONTROL SERVICES

Medical Control Services through Columbia Medical Center for the amount of $56,835.00.

The Department of State Health Services requires fire departments to hold a contract for Medical Control. Fire departments operate under medical control to ensure the delivery of high-quality care, enhance medical capabilities in the field, and improve response times. Because fire departments are often the first to arrive on emergency scenes, they play a critical role in patient outcomes. Their personnel are highly trained and equipped with advanced tools such as defibrillators and IV medications. Medical control, under the supervision of physicians, establishes the protocols and provides the direct guidance necessary for these first responders to deliver effective pre-hospital care and make informed, time-sensitive medical decisions.

PURCHASE
MEDICAL CONTROL SERVICES

The purpose of Title 22, Chapter 197 of the Texas Administrative Code the Regulations is to facilitate the most appropriate utilization of the skills of physicians who delegate health care tasks to qualified emergency medical services personnel and to enhance the ability of EMS systems to assure adequate medical direction of all advanced prehospital providers and many basic level providers, as well as compliance by personnel and facilities with minimum criteria to implement medical direction of prehospital services; and

The Regulations mandate that all emergency medical services providers that provide Advanced Life Support have an on-line or off-line physician medical director.

PURCHASE
MEDICAL CONTROL SERVICES

The Regulations mandate that the medical director shall be: (i) a physician licensed to practice in Texas and registered as an EMS Medical Director with the Texas Department of State Health Services; (ii) familiar with the design and operations of EMS systems; (iii) experienced in pre -hospital emergency care and emergency management of ill or injured patients; and (iv) actively involved in/or knowledgeable about:

- the training and/or continuing education of EMS personnel, under the Medical Director's direct supervision, at their respective levels of certification;
- the medical audit, review, and critique of the performance of EMS personnel under his or her direct supervision
- the administrative and legislative environments affecting regional and/or state pre -hospital EMS organizations;
- local multi -casualty plans;
- dispatch and communications operations of pre–hospital emergency units; and
- laws and regulations affecting local, regional, and state EMS operations; and

EMS Service and Provider desire to enter into this Agreement, whereby Provider will provide EMS services with a physician licensed in the State of Texas and registered as an EMS Medical Director with the Texas Department of State Health Services.

AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS AND NORTH TEXAS DIVISION, INC.
Medical Advisory Services

This Agreement ("Agreement") is made and entered into by and between the **City of Celina, Texas** ("City"), a home-rule municipality, and **North Texas Division, Inc.** ("Contractor"), effective as of October 1, 2025 (the "Effective Date"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to contract with a medical professional to provide Medical Advisory Services in connection with City's emergency medical services ("EMS") system, as defined herein; and

WHEREAS, Contractor is affiliated with a group of health care facilities known as Medical City Healthcare (each, a "Facility") that specialize in the provision of Medical Advisory Services as defined herein; and

WHEREAS, City has determined that it is in the best interest of the public to contract with Contractor to arrange for said Medical Advisory Services; and

WHEREAS, the parties previously entered into an agreement for EMS medical control and continuing education services, effective March 1, 2023 (the "Prior Agreement"), and have been continuously operating under the terms and conditions of the Prior Agreement; and

WHEREAS, effective October 1, 2025, the parties acknowledge and agree that this Agreement will supersede and replace the Prior Agreement.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services. Contractor shall arrange for the provision, at a minimum, of the following services from one or more of the Facilities (the "Medical Advisory Services"):

    a. Medical Director (provides off-line medical direction);

    b. On-line medical direction;

    c. Continuing education for EMTs and Paramedics; and

    d. Continuous quality improvement activities.

2. Term and Termination.

    a. This Agreement shall commence on the Effective Date (hereinafter defined) and continue for an initial period of one (1) year (the "Initial Term"), with four (4) one-year automatic renewals (each, a "Renewal Term" and together with the Initial Term, the "Term"), subject to earlier termination as provided herein.

    b. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the year for which

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funds were appropriated, and the parties shall have no further obligations hereunder; provided, however, that in the event of such termination, City shall be obligated to pay all charges incurred by Contractor through the end of the current year provided that Contractor is not in breach of this Agreement.

c. Either party may terminate this Agreement at any time for any reason or for no reason by giving the other party at least thirty (30) days' prior written notice of the termination date.

d. Either party may terminate this Agreement immediately upon the breach of any term or provision of this Agreement by the other party, provided that the breaching party does not cure such breach within ten (10) days following receipt of written notice of such default from the non-breaching party.

3. Compensation.

a. In exchange for the Medical Advisory Services, City agrees to pay Contractor in accordance with the Fee Structure attached hereto as Exhibit A (the "Contractor Fee"). The parties may mutually agree to modify the Contractor Fee from time to time during the Term, by executing an updated Exhibit A to this Agreement.

b. City shall pay the Contractor Fee in equal monthly installments, within thirty (30) days of City's receipt of each monthly invoice from Contractor.

c. Notwithstanding anything herein to the contrary, at no time during the term of this Agreement shall the Contractor Fee be inconsistent with fair market value ("FMV"). In furtherance thereof, Contractor may conduct a periodic analysis of the FMV of the Contractor Fee during the term of this Agreement. If that analysis indicates a change is necessary to comply with applicable laws, rules and/or regulations, the parties shall negotiate in good faith to execute an updated Exhibit A accordingly. If the parties are unable to reach an agreement within thirty (30) days after Contractor notifies City of the result of the FMV analysis, then this Agreement shall terminate thirty (30) days thereafter.

4. Entire Agreement. This Agreement, including all exhibits hereto, contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except by the written agreement of the parties.

5. Compliance with Laws; Standard of Care. Contractor and the Facilities shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor, the Facilities, and the Medical Advisory Services. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing Medical Advisory Services under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. The Facilities shall perform the Medical

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Advisory Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by contractors performing the same or similar services under the same or similar circumstances in the State of Texas.

6. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

7. Assignment. This Agreement may not be assigned.

8. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

9. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Wise County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Wise County, Texas.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

11. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

13. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

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If to Contractor, to: North Texas Division, Inc.
3 Galleria Tower
13155 Noel Road, Suite 2000
Dallas, TX 75240

If to City, to: City of Celina, Texas

Commented [1]: Please insert address for Notices.

14. Representations. Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

15. Independent Contractor. Contractor covenants and agrees that Contractor and the Facilities are independent contractors and not officers, agents, servants or employees of City; that Contractor and the Facilities, as appropriate, shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor or City and any Facility.

16. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement.

17. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

18. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date hereof.

CITY OF CELINA, TEXAS **NORTH TEXAS DIVISION, INC.**

By: _____ By: _____
Name: Name:

US_ACTIVE\131357782\V-3

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Title: Title:
Date: Date:

Fee Structure
Medical City Health
EMS Medical Control for Celina Fire Department
October 1, 2025– September 30, 2026

EMS Medical Control is comprised of multiple functions represented by two categories, On-Line/Off-Line Medical Control and Education/Quality Assurance Activities. Below is a summary of the activities by category.

Medical Control: On-Line/Off Line Functions		Education/Quality Assurance Functions
On-Line/Off-Line functions include direct involvement of the EMS Medical Director and/or designee in his absence in the actual function of the following:		*Education/Quality Assurance functions are provided by EMS Department Staff at North Texas Division, Inc. in collaboration with guidance by the EMS Medical Director*
• Quarterly in-person continuing education (one 3-hour class/day x 3 days)		• In-person continuing education by EMS Educator one month per quarter (one 3-hour class/day x 3 days)
• Quarterly Physician field observation/training, i.e. EMS ride-outs, airway training, and shadowing		• Internet based training one month per quarter developed by EMS Educator to provide 3 hours of required EMS CE
• Ongoing review/development of new equipment, medications, and practices as well as existing Treatment Protocols and SOPs with emphasis on Evidenced Based Medical Practice		• Recording of monthly CE
• Quality Assurance including review of EMS documentation, interaction with Fire Administration and field personnel to resolve concerns, documentation of loop closure, radio report review, and in-person Medical Director Reviews as needed		• Quality Assurance Program to include: o 100% review of all Transported high acuity transports o 10% review of all Transported low acuity transports o 100% review of all No Transports o Monthly Protocol Specific Reviews
• 24/7/365 On-Line (Radio and Telephone Support) by Board Certified Emergency Physicians		• Internship Program o Each intern assigned to specific educator o ECG testing, Protocol testing o Provisional and Authorization letters after evaluations completed by fire training department
• Off-line availability of EMS Medical Director and/or designee in his absence to Fire Administration and Field Personnel to review issues/concerns		• Monthly Quality Assurance Dashboards tracking specific quality metrics
• Requested meetings from Fire Administration to address issues involving EMS and personnel		• Access to internet based Education Platform to allow for make-up CE, quarterly internet based CE, and tracking of CE hours offered by Medical City
• Attendance at City Council and other City Government meetings at the request of Fire Administration		• Quarterly field observations/training, i.e. EMS ride-outs
• Paramedic Shadowing Rotation to enhance assessment techniques and practical skills		• Protocol development in collaboration with Medical Director and fire department
• Guaranteed access to cadaver lab (fees apply)		• Communication to Fire Administration regarding CE attendance as requested
• Authorization of Paramedic Interns after final FTO/Training department evaluations/approvals		• Direct involvement in resolution of QA log items loop closure, education as necessary
• Oversight and training of EMS Research		• Annual Protocol Testing as requested

DRAFT

	Medical Control: On-Line and Off-Line Functions by EMS Medical Director	Education/Quality Assurance Program	Annual Cost	Monthly Cost
	176 Hours Annually			
Projected Costs	$32,560	$21,111	$53,671	$4,472.58

Annual costs for On-Line/Off-Line Medical Control functions are based on the current run rate of 176 direct hours worked by the Medical Director in providing services to the City of Celina. Should the Fire Department decide to require additional duties for the Medical Director beyond those hours, the direct hourly allocation amount would need to be adjusted with the necessary contractual addenda.

Annual costs for Education/Quality Assurance will be assessed at the beginning of each year and will be based on the number of hours needed to fulfill contractual obligations as outlined in contract. Annual costs will be adjusted accordingly with the necessary contractual addenda and be effective October 1 – September 30 to reflect City's fiscal calendar and City will be invoiced monthly for the associated fees.

North Texas Division, Inc.

Date:_____ By:_____

City of Celina, Texas

Date:_____ By:_____

Name: _____

Title: _____

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Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Dawn Berry, Purchasing Director, Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act to authorize the purchase of medical equipment and procure associated equipment services required for the safe and efficient operation of emergency medical activities throughout the City of Celina and responding jurisdictions, Purchasing Cooperative contract through Sourcewell #041823-STY through STRYKER for an amount not to exceed $1,026,643.31. (White)

Background Information:
This purchase will replace critical medical equipment — including cardiac heart monitors, ambulance stretchers, and patient movement stair chairs — for the entire EMS fleet that has reached the end of its service life. Replacing this equipment ensures that emergency responders can continue to provide the highest level of patient care, improve response efficiency, and maintain compliance with current medical standards. Additionally, this agreement secures today's pricing in advance of several significant price increases projected in the coming year, resulting in substantial cost savings for the City. The payment structure allows for deferred payment until October 2026, which helps manage budget impact while ensuring our EMS personnel have safe, reliable, and modern equipment to serve the community.

Legal Review:
Legal has reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. CITYOFCELINATEXAS-SCH001 (with addendum) 10.15.25 np21

Financial Consideration:

TBD

Staff Recommendation:
Staff recommends authorizing the use of the contract as presented.

PURCHASE

Consider and act to authorize the purchase of medical equipment through Stryker

Fire Department

November 11, 2025

PURCHASE
MEDICAL EQUIPMENT THROUGH STRYKER

This purchase will replace critical medical equipment — including cardiac heart monitors, ambulance stretchers, and patient movement stair chairs — for the entire EMS fleet that has reached the end of its service life. Replacing this equipment ensures that emergency responders can continue to provide the highest level of patient care, improve response efficiency, and maintain compliance with current medical standards.

PURCHASE
MEDICAL EQUIPMENT THROUGH STRYKER

Additionally, this agreement secures today's pricing in advance of several significant price increases projected in the coming year, resulting in substantial cost savings for the City. The payment structure allows for deferred payment until October 2026, which helps manage budget impact while ensuring our EMS personnel have safe, reliable, and modern equipment to serve the community.

PURCHASE
MEDICAL EQUIPMENT THROUGH STRYKER

Purchase medical equipment and procure associated equipment services required for the safe and efficient operation of emergency medical activities throughout the City of Celina and responding jurisdictions. Purchasing Cooperative contract through Sourcewell #041823-STY through STRYKER for an amount not to exceed $1,026,643.31.

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.

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002
t: 1-888-308-3146

Date: October 15, 2025

RE: Reference no:11310249948

CITY OF CELINA, TEXAS
1413 S PRESTON RD
CELINA, Texas 75009-3765

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Master Agreement

Purchase Schedule to Master Agreement

Exhibit A - Detail of Equipment

Insurance Requirements

State and Local Government Rider

Certificate of Acceptance

Opinion of Counsel

Vehicle Property Waiver

Addendum

****Conditions of Approval: Accounts Payable Contact Information, Federal ID, State and Local Government Rider, Opinion of Counsel, Customer PO, Insurance Requirements, Valid Tax Exemption Certificate, Certificate of Acceptance (once all equipment is received), Vehicle Property Waiver**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	_____	**Accounts Payable contact:**	_____
Purchase order number:	_____	**Accounts Payable Email:**	_____
Upfront payment check number (if applicable):	_____	**Accounts Payable Phone:**	_____
		Accounts Payable Address:	_____

Administrative Contact(s):

Administrative contact name:	_____	**Administrative contact name:**	_____
Email address:	_____	**Email address:**	_____
Phone number:	_____	**Phone number:**	_____

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of October, 2025

Sincerely,
F**lex Financial, a division of Stryker Sales, LLC**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

MASTER AGREEMENT No.11310249948

stryker

Owner:	Customer:
Flex Financial, a division of Stryker Sales, LLC 1941 Stryker Way Portage, MI 49002	CITY OF CELINA, TEXAS 1413 S PRESTON RD CELINA, Texas 75009-3765

1. Master agreement. The undersigned Customer (**"Customer"**) unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, **"Owner"**) to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the **"Equipment"**) described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an **"Equipment Schedule"**) and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a **"Supplier"**). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a **"Schedule"**) that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as **"Payments".** Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of $55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. “SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s website as quoted by Bloomberg.

4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects $1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warrantees or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warrantees to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects $1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an **"Assignee"**) in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC. "Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the **"Original Owner"**), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment.**AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of $1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such

Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE (**"UCC"**). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects $1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.
(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or $1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or $1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.
(b) Tax Ownership.
(i) If Customer selects $1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.
(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.
Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the **"Default Interest Rate"**). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of any Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that: (i) if a Schedule constitutes “electronic chattel paper” or “an electronic record evidencing chattel paper” under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the “single authoritative copy” is the chattel paper for purposes of perfection by control and (ii) the Agreement may be signed electronically by both parties. . Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warrantees made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.11310249948
(Equipment Purchase Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1941 Stryker Way Portage, MI 49002	Customer: **CITY OF CELINA, TEXAS** **1413 S PRESTON RD** **CELINA, Texas 75009-3765**
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002	
Equipment description: see part I on attached Exhibit A **(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")**	
Equipment Location:1413 S PRESTON RD, CELINA,Texas,75009-3765	
Schedule of periodic rent payments:	
4 monthly payments of $0.00 (Plus Applicable Sales/Use Tax) followed by: 1 monthly payments of $1,026,643.31 (Plus Applicable Sales/Use Tax)	

TERMS AND CONDITIONS

1. Purchase agreement/acceptance/payments. The undersigned Customer ("**Customer**") agrees to purchase from the Owner whose name is listed above ("**Owner**") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "**Agreement**"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full. Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. Customer shall be deemed to have accepted the Equipment for purchase under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("**Acceptance Date**") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer. The Payments described above ("Payments") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Payment Commencement Date"). Payments are due monthly beginning on the Payment Commencement Date and continuing on the same day of each consecutive month thereafter until paid in full. Unless otherwise instructed by Owner in writing, all Payments and other amounts due hereunder shall be made to Owner's address above. This Schedule is non-cancelable and may not be prepaid.**

2. Ownership/security interest. Upon acceptance of the Equipment by Customer, Customer shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by Customer under this Schedule shall be "**AS IS, WHERE IS**", without representation or warranty of any kind from Owner, **provided that neither the Agreement nor this Schedule shall impair any express warrantees or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warrantees to Customer.**
As security for all existing or hereafter arising liabilities and obligations of Customer to Owner under this Schedule, Customer hereby grants to Owner a first priority security interest in all of Customer's rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), Owner's security interest in the Equipment shall terminate and Customer shall be the owner of the Equipment, free and clear of any interest of Owner.

3. Taxes. For purposes of this Schedule, the language in the **Taxes** section of the Agreement is deleted and replaced by the following terms. "Customer shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Schedule or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Customer shall prepare and file all tax returns relating to Taxes for which Customer is responsible hereunder. If Owner receives any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner may, without obligation, pay such tax and if Owner pays such tax bill Owner will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense."

4. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Payments accordingly. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes “electronic chattel paper” or “an electronic record evidencing chattel paper” under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the “single authoritative copy” is the chattel paper for purposes of perfection by control.

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

Exhibit A to Purchase Schedule 001 to Master Agreement No.11310249948

Description of equipment

Customer name: CITY OF CELINA, TEXAS

Delivery Location: 1413 S PRESTON RD, CELINA,Texas , 75009-3765

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
SHIP TO:	**CELINA FIRE DEPT, 1413 S PRESTON RD, CELINA, Texas, 75009-3765, United States**	
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	8
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	16
11140-000102	CHARGER, BATTERY, LP35	8
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	8
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	8
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	8
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	8
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	8
11160-000015	NIBP CUFF-REUSEABLE,ADULT, BAYONET	8
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	8
11335-000005	KIT, PRINTER, LP35	8
11240-000032	BOX-PAPER ROLL 2,100MM,ECG	8
11335-000008	KIT, STORAGE BAGS, LP35	8
11260-000073	KIT, SHOULDER STRAP, LP35	8
11150-000020	KIT, MODEM, NA, LP35	8
625705550001	6257 XPEDITION MID CONFIG	4
639005550001	MTS POWER LOAD	5
650705550001	6507 POWER PRO 2, HIGH CONFIG	4
650700450301	ASSEMBLY, BATTERY CHARGER	3
650707000002	KIT, ALVARIUM BATTERY, SERVICE	4
650700450102	ASSEMBLY, POWER CORD, NORTH AM	3
TR-FPCOT-PP2	TR-FERNO PCOT TO PP2	4
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	5

Total equipment: $792,771.40

Service coverage:

Model number	Service coverage description	Quantity	Years
81000001	EMS LIFENET PRO TIER 1	1	1.00
LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR	8	6.00
XPEDITION-PROCARE	PROCARE-XPEDITION-STAIRCHAIR	4	6.00
POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	5	6.00
POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	4	6.00

Total service coverage: $221,214.60

Freight: $12,657.31

Total Amount: $1,026,643.31

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

Insurance requirements

Customer name:	CITY OF CELINA, TEXAS
Customer address:	1413 S PRESTON RD, CELINA, Texas 75009-3765
Agreement no.:	11310249948-001
Equipment location:	1413 S PRESTON RD, CELINA, Texas 75009-3765
Equipment description:	Medical Equipment
Insurable value:	$792,771.40

Please complete the following or provide copies of property and general liability insurance certificates.

Agency name: _____

Address: _____

Telephone no.: _____ Email address: _____

Contact name: _____

By signing below, the customer authorizes Flex Financial to contact the insurance agent named above to issue:

1. All risks to property insurance with respect to the Equipment, **evidenced by a certificate of insurance (on form Acord 27), naming Flex Financial, its successors and assigns as lender's loss payee.**
2. Comprehensive general liability insurance with respect to the Equipment, **evidenced by a certificate of insurance (on form Acord 25), naming Flex Financial, its successors and assigns as additional insured.**

The following insurance details must be noted on the certificate(s) of insurance provided by the insurance agent:

- Property insurance deductible amount no more than **$10,000.00**
- Liability insurance minimum amount of **$1,000,000.00**
- Certificate holder:

  Flex Financial, a division of Stryker sales, LLC and its successors and assigns
  1941 Stryker Way
  Portage, MI 49002

Customer: Please forward this completed form to StrykerFinancialSolutions@stryker.com as well as a copy to your insurance agent and have them include your agreement number(s) on the certificates of insurance (on forms Acord 25 and 27).

Carrier: Please email certificates of insurance (on forms Acord 25 and 27) to StrykerFinancialSolutions@stryker.com.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 11310249948** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF CELINA, TEXAS **("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

Certificate of Acceptance

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Name and address of customer:
CITY OF CELINA, TEXAS
1413 S PRESTON RD
CELINA, Texas 75009-3765

Purchase Schedule No. 001 to Master AgreementNo. 11310249948 between Flex Financial, a division of Stryker Sales, LLC and CITY OF CELINA, TEXAS

Equipment description: See the attached Exhibit "A" to Purchase Schedule No. 001 to Master Agreement No. 11310249948

Equipment location: 1413 S PRESTON RD CELINA, Texas 75009-3765

Acceptance certification:

All of the equipment described above (the "Equipment") has been delivered to us pursuant to the agreement referred to above (the "Agreement"),we have inspected the Equipment and we hereby unqualifiedly accept the Equipment for all purposes under the Agreement.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Opinion of Counsel Letter

October 08, 2025

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 11310249948 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and CITY OF CELINA, TEXAS (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Texas and is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.

2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.

4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	**Date:**
Print Name:	
Title:	

Vehicle Property Waiver

Agreement no. 11310249948-001

Dear CITY OF CELINA, TEXAS (“Customer”),

We are advised that Flex Financial, a division of Stryker Sales, LLC (“Lessor/Secured Party”) proposes to lease/finance certain property (“Collateral”) to the above-referenced Customer, described as follows:

Together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

We have an interest in the following described vehicle (“Vehicle”), as lienholder, and we recognize that some/all of the Collateral may be attached to and/or installed in the Vehicle.

Year	**License No.**	**VIN No.**
Make	**Type**	**Model**
Year	**License No.**	**VIN No.**
Make	**Type**	**Model**
Year	**License No.**	**VIN No.**
Make	**Type**	**Model**
Year	**License No.**	**VIN No.**
Make	**Type**	**Model**
Year	**License No.**	**VIN No.**
Make	**Type**	**Model**
Year	**License No.**	**VIN No.**
Make	**Type**	**Model**

In order to induce Lessor/Secured Party to deliver the Collateral for use on and/or in the Vehicle, we agree as follows:

1. The Collateral shall remain personal property, removable by Lessor/Secured Party at any time and without notice to us. Lessor/Secured Party shall have access to the Vehicle as may be required for purposes of inspection, sale and/or removal of the Collateral.
2. To waive any right, claim, title, lien and/or interest in the Collateral and/or other property located in/or the Vehicle and financed by Lessor/Secured Party, from time to time.
3. To provide notice to Lessor/Secured Party at the above-stated address, within five (5) days of taking possession of the Vehicle so that Lessor/Secured Party may acquire its Collateral.

A copy of this letter, which is duly signed and which is received by facsimile transmission (“fax”), shall be deemed to be of the same force and effect as the original. This agreement is binding on successors and assigns.

Lienholder: _____

Signature: _____

Title: _____

Date: _____

ADDENDUM TO MASTER AGREEMENT NO. 11310249948 AND EQUIPMENT SCHEDULE 001 THERETO BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF CELINA, TEXAS

This Addendum is hereby made a part of the agreement described above (the “Agreement”), and the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement or Schedule, the provisions of this Addendum shall control.

1. The second to last sentence of Section 7 of the Agreement is hereby amended in its entirety to read as follows:

“To the *extent permitted* by law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment.”

2. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

“EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW.”

3. The fourth sentence of Section 1 of the Schedule is hereby replaced in its entirety with the following:

"Within twenty days after the date the Equipment is delivered to Customer under this Schedule, Customer shall either: (i) accept the Equipment by executing and delivering to Owner a Certificate of Acceptance in form acceptable to Owner (and the date such written acceptance is delivered to Owner is hereinafter referred to as the "Acceptance Date"); or (ii) reject the Equipment and promptly return the Equipment to Owner at which time this Schedule shall terminate. If Customer fails within twenty days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

4. The following provision is hereby added to the end of Section 1 of the Schedule:

“The insurance requirements of the Agreement as pertains to the Equipment purchased under this Schedule shall expire upon Customer’s timely payment of the final Payment.”

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

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: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately nine (9) acres; generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ), for NextGen Celina Senior Community. (McAfee)

Background Information:
The subject property is approximately nine (9) acres. A Development Agreement was approved by the City Council in November 2021 that outlined the future annexation and zoning for the property. The applicant is proposing to develop the commercial portion of the project, and is requesting to voluntarily annex the property and provide the appropriate zoning in conformance with the governing Development Agreement. Please refer to the attached documents, as well as the associated zoning item, for further information.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

Annexation (Public Hearing) - Voluntary annexation of the subject property
Zoning (Public Hearing) - Zoning the property for future development

Legal Review:
This annexation Ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Annexation Ordinance

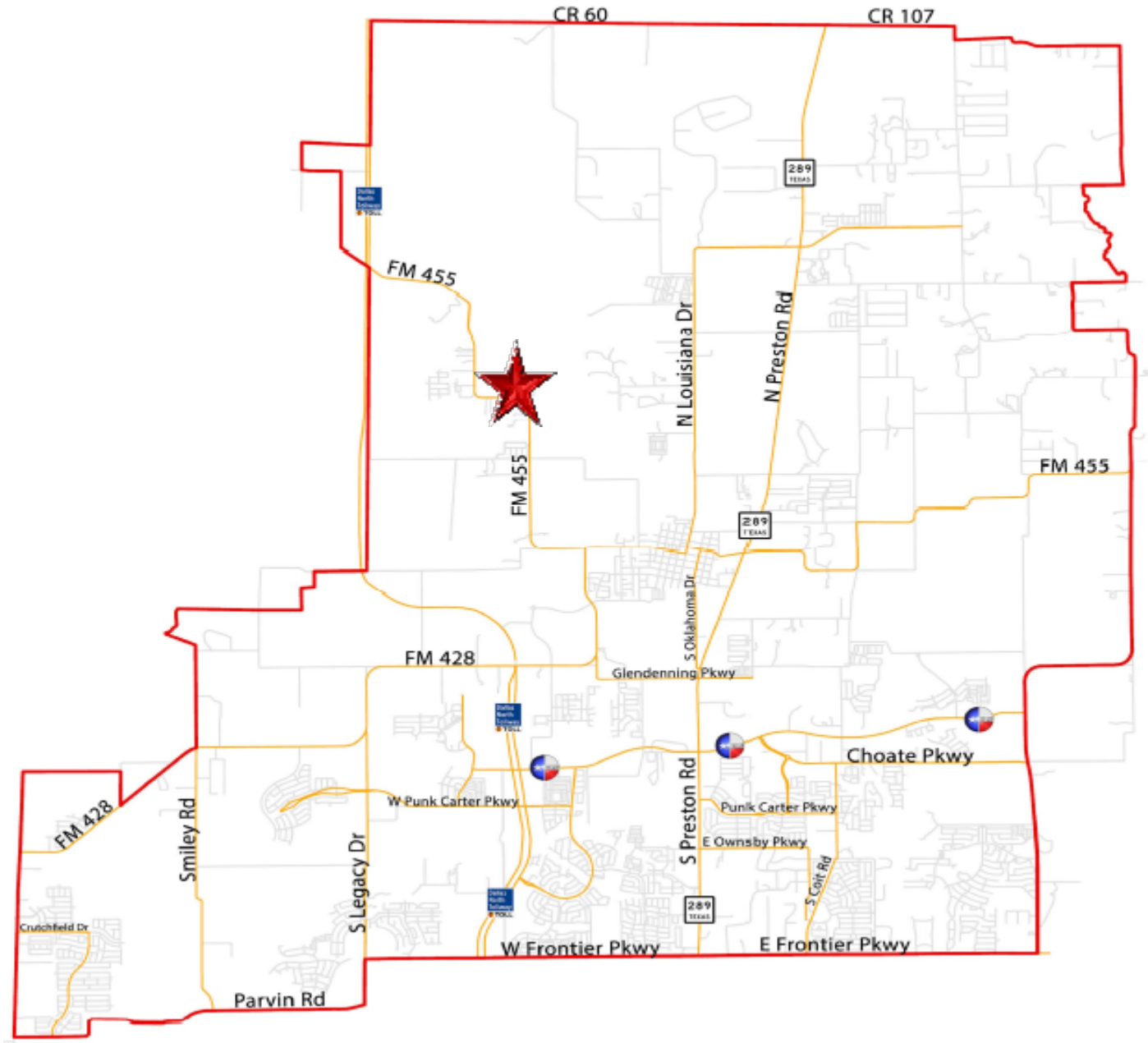
Financial Consideration:
N/A

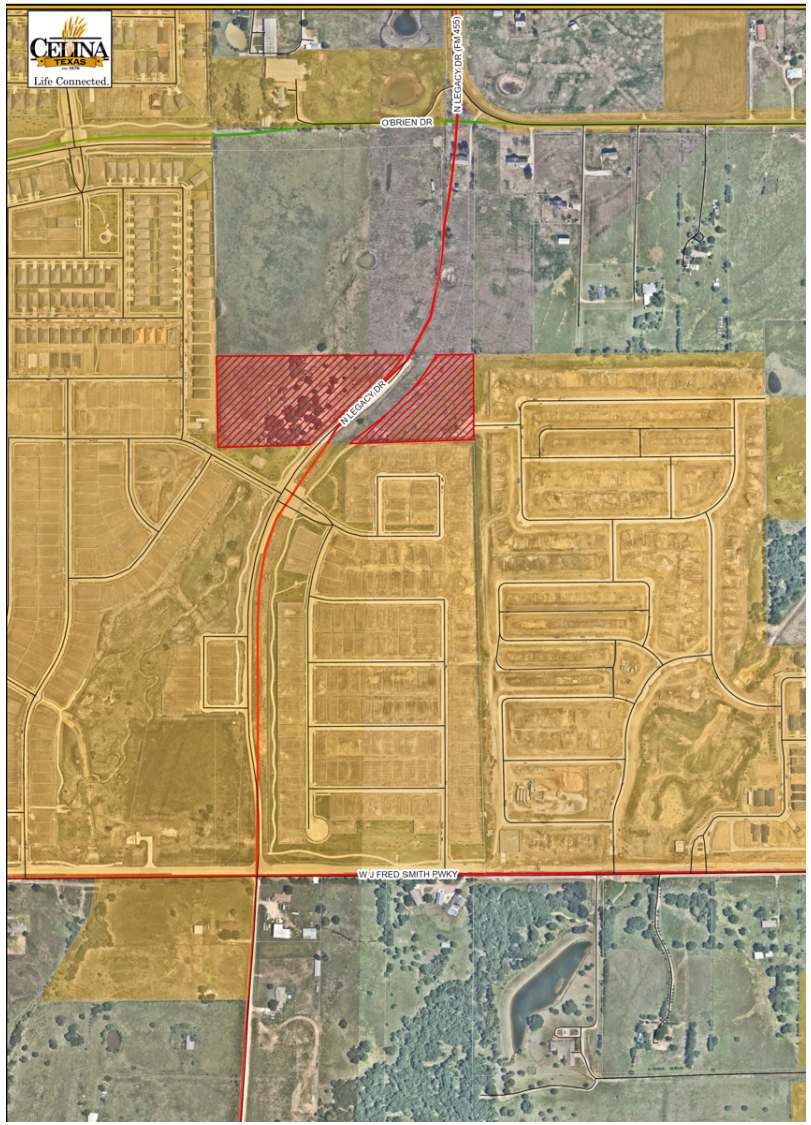
Staff Recommendation:
Staff recommends approval as presented.

NEXTGEN CELINA SENIOR COMMUNITY

Annexation and PD Zoning

City Council
November 11, 2025


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



LOCATION MAP

The subject property is generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway

BACKGROUND

- The subject property is approximately 9 acres and within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement, which outlined the future annexation and zoning, was approved by the City Council in November 2021 that allows for commercial uses on the subject property
- The applicant's request is to zone the property to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail (C), with an allowance for Dwelling, Senior Living, Assisted & Advanced Care

SENIOR HOUSING OVERVIEW

- Senior Housing is an umbrella term that might include each of the following individual components:
  - Age-restricted, Independent Living (IL) – Housing for adults over age 55, living in relative independence
  - Assisted Living (AL) – A private medical facility designed for older adults who need some assistance with daily living
  - Advanced Care (AC) – A private medical facility that provides advanced medical care
- Although each of the above 3 may be referenced as Senior Housing, each have different service-level impacts on public services

PROJECT OVERVIEW

The applicant requests annexation into City Limits and zoning for the following two projects: assisted living and memory care

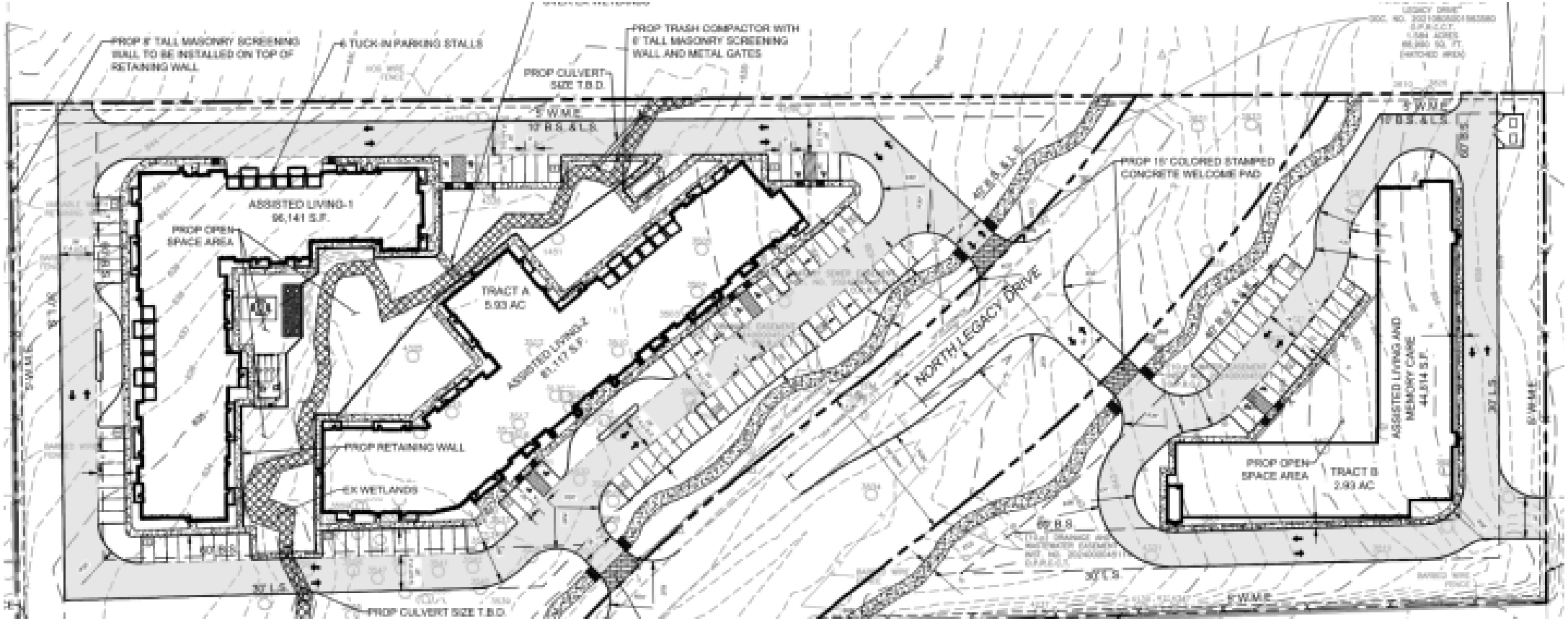
Dwelling, Senior Living, Assisted Living (West side of Legacy Dr.)

- 6 acres
- Two 3-story buildings with 142 total units
- Approx. 97,000 SF and 82,000 SF buildings
- Mix of 1- and 2-bedroom units
- Indoor and outdoor amenities

Dwelling, Senior Living, Advanced Care (East side of Legacy Dr.)

- 3 acres
- One 2-story building with approx. 55 units
- Approx. 45,000 SF building
- Mix of assisted living and memory care units
- On-site skilled staff for daily care and limited medical needs

CONCEPT PLAN



CONCEPTUAL ELEVATIONS – ASSISTED LIVING

Renderings are for illustrative purposes only and have not been reviewed for Code compliance

CONCEPTUAL ELEVATIONS – MEMORY CARE

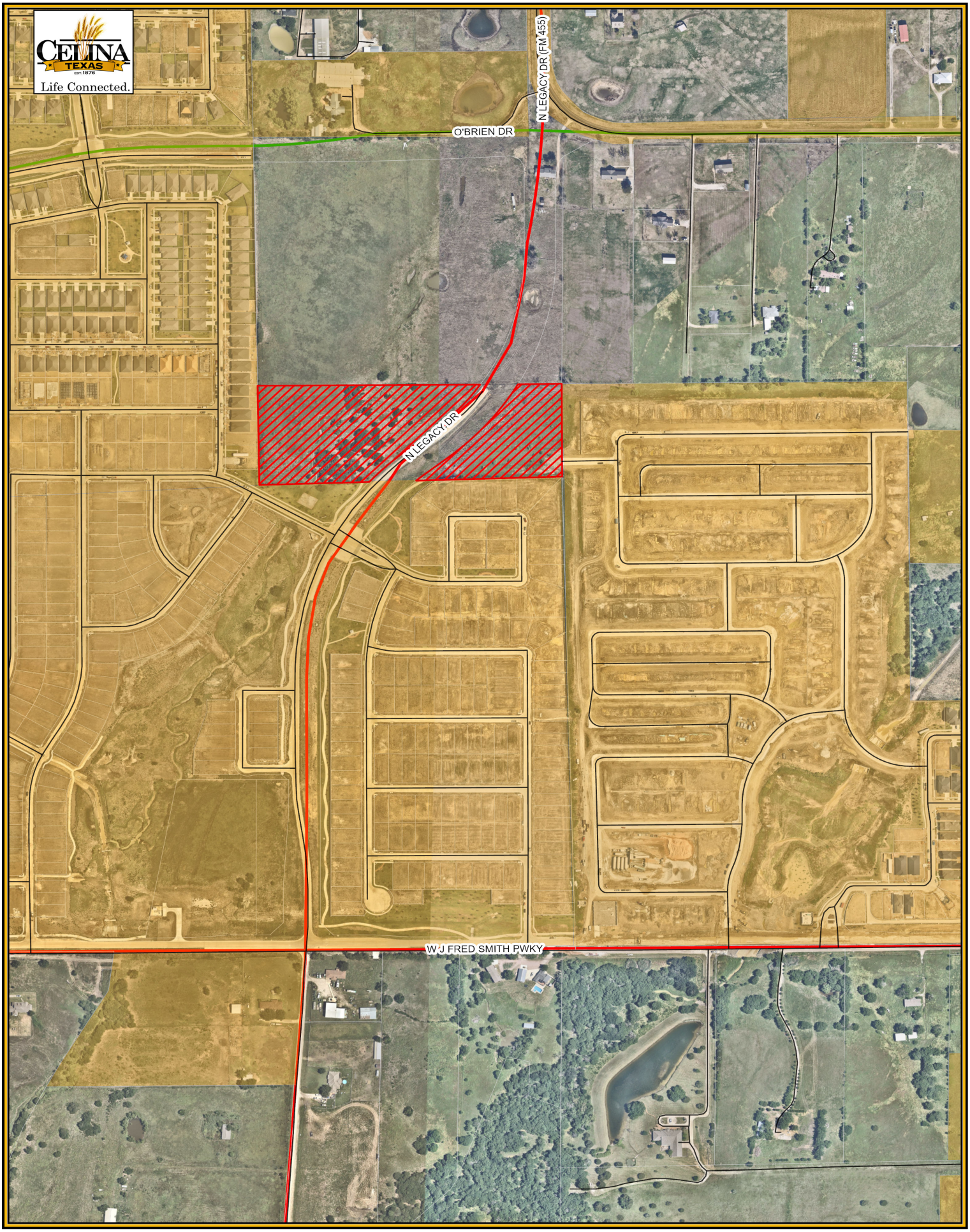
Renderings are for illustrative purposes only and have not been reviewed for Code compliance

POLICY CONSIDERATIONS

- The subject property is bisected by the future 6-lane thoroughfare, Legacy Drive, which is planned to accommodate non-residential uses
- The associated annexation and zoning bring 9 acres into the City Limits
- Modern design standards, including screening from the adjacent residential neighborhoods, apply
- The request is in conformance with the previously approved Development Agreement
- The FLUP supports the zoning request
- The applicant voluntarily deed restricted out multi-family on the property in coordination with the City Attorney's office (SB 840)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in October
- The Commission noted that Celina needed additional facilities for its elderly residents
- The Commission discussed the importance of considering the future impacts of SB 840
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-07 NextGen Celina Senior Community Location Map

City of Celina

9/16/2025

N
W E
S

0 370 740

Feet

ORDINANCE NO. 2025-_____
NEXTGEN CELINA SENIOR COMMUNITY

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 9 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED EAST AND WEST OF FUTURE NORTH LEGACY DRIVE AND 2,000 FEET NORTH OF FUTURE J FRED SMITH PARKWAY, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 11th day of November, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 24th day of October, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

LEGAL DESCRIPTION
TRACT I

BEING a 5.934 acre tract of land situated in the John Ragsdale Survey, Abstract Number 735, City of Celina ETJ, Collin County, Texas, and same being a remainder of a tract of land described to Horizon Celina Partners, LLC, by the Deed recorded in Document Number 20200228000289210, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southwesterly corner of the herein described tract, and same being a northerly corner of Lot 32X, Block D, of Rise at Legacy Hills, Phase 1A, an Addition to the City of Celina, Collin County, Texas, according to the Plat thereof recorded in Document Number 2024-497, Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE North 00 degrees 55 minutes 28 seconds West along an easterly boundary line of said Block D, and along a westerly boundary line of said Horizon Celina Partners tract, passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 31, of said Block D, for a distance of 65.05 feet, continuing along an easterly boundary line of said Block D, and along a westerly boundary line of said Horizon Celina Partners tract, passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 30, of said Block D, for a distance of 115.03 feet continuing along the easterly boundary line of said Block D, and along a westerly boundary line of said Horizon Celina Partners tract, passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 25, of said Block D, for a distance of 365.10 feet, continuing along the easterly boundary line of said Lot 25, and along a westerly boundary line of said Horizon Celina Partners tract, for a total distance of 409.06 feet to a 5/8 inch rebar set with a cap stamped TRAVERSE LS PROP COR" for the southwesterly corner of a tract of land described to Pair of Dice Properties, LLC, by the Deed recorded in Document Number 20181102001367960, O.P.R.C.C.T., and same being the northwesterly corner of the herein described tract, from which a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 24, of said Block D, bears North 00 degrees 57 minutes 55 seconds West for a distance of 5.93 feet;

THENCE North 89 degrees 35 minutes 35 seconds East along the southerly boundary line of said Pair of Dice Properties tract, and along a northerly boundary line of said Horizon Celina Partners tract, for a distance of 845.36 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point on the westerly right-of-way line of North Legacy Drive (120 foot public right-of-way, Document Number 2024000045110, O.P.R.C.C.T.), and same being the northeasterly corner of the herein described tract, also being the beginning of a non-tangential curve to the right through a central angle of 16 degrees 13 minutes 19 seconds, having a radius of 1,040.00 feet, and whose chord bears South 43 degrees 54 minutes 09 seconds West for a chord distance of 293.47 feet;

THENCE along the westerly boundary line of said West Legacy Drive, the following courses and distances:

Along said curve, an arc distance of 294.45 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point of tangency at the end of said curve;
South 52 degrees 00 minutes 48 seconds West for a distance of 99.65 feet to a 5/8 inch rebar set with a cap stamped "TRAVERRSE LS PROP COR" for the beginning of a curve to the left through a central angle of 09 degrees 27 minutes 13 seconds, having a radius of 1,160.00 feet, and whose chord bears South 47 degrees 17 minutes 12 seconds West for a chord distance of 191.18 feet;

Along said curve, an arc distance of 191.40 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 32X, and same being the most southeasterly corner of the herein described tract;

THENCE South 88 degrees 16 minutes 24 seconds West for a distanc3e of 416.42 feet to the POINT OF BEGINNING containing 5.934 acres (258,471 square feet) of land, more or less.

LEGAL DESCRIPTION
TRACT II

BEING a 2.928 acre tract of land situated in the John Ragsdale Survey, Abstract Number 735, City of Celina ETJ, Collin County, Texas, and same being a remainder of a tract of land described to Horizon Celina Partners, LLC, by the Deed recorded in Document Number 20200228000289210, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the northeasterly corner of a tract of land called "Tract 2" and described to LSMA Dynavest, LLC, by the Deed recorded in Document Number 2021028002203310, O.P.R.C.C.T., and same being a point on the westerly boundary line of a tract of land described to Qualico Development (U.S.), Inc., by the Deed recorded in Document Number 20210928001979630, O.P.R.C.C.T., also being the southeasterly corner of the herein described tract;

THENCE South 88 degrees 16 minutes 24 seconds West along the northerly boundary line of said "Tract 2", passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for a distance of 412.22 feet, continuing along the northerly boundary line of said "Tract 2", passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for a distance of 487.46 feet, continuing along the northerly boundary line of said "Tract 2", for a total distance of 553.11 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point on the easterly right-of-way line of North Legacy Drive (120 foot public right-of-way, Document Number 2024000045110, O.P.R.C.C.T.), and same being the most southwesterly corner of the herein described tract, along being the beginning of a non-tangential curve to the right through a central angle of 02 degrees 35 minutes 16 seconds, having a radius of 1,040.00 feet, and whose chord bears North 50 degrees 43 minutes 10 seconds East of a chord distance of 46.97 feet;

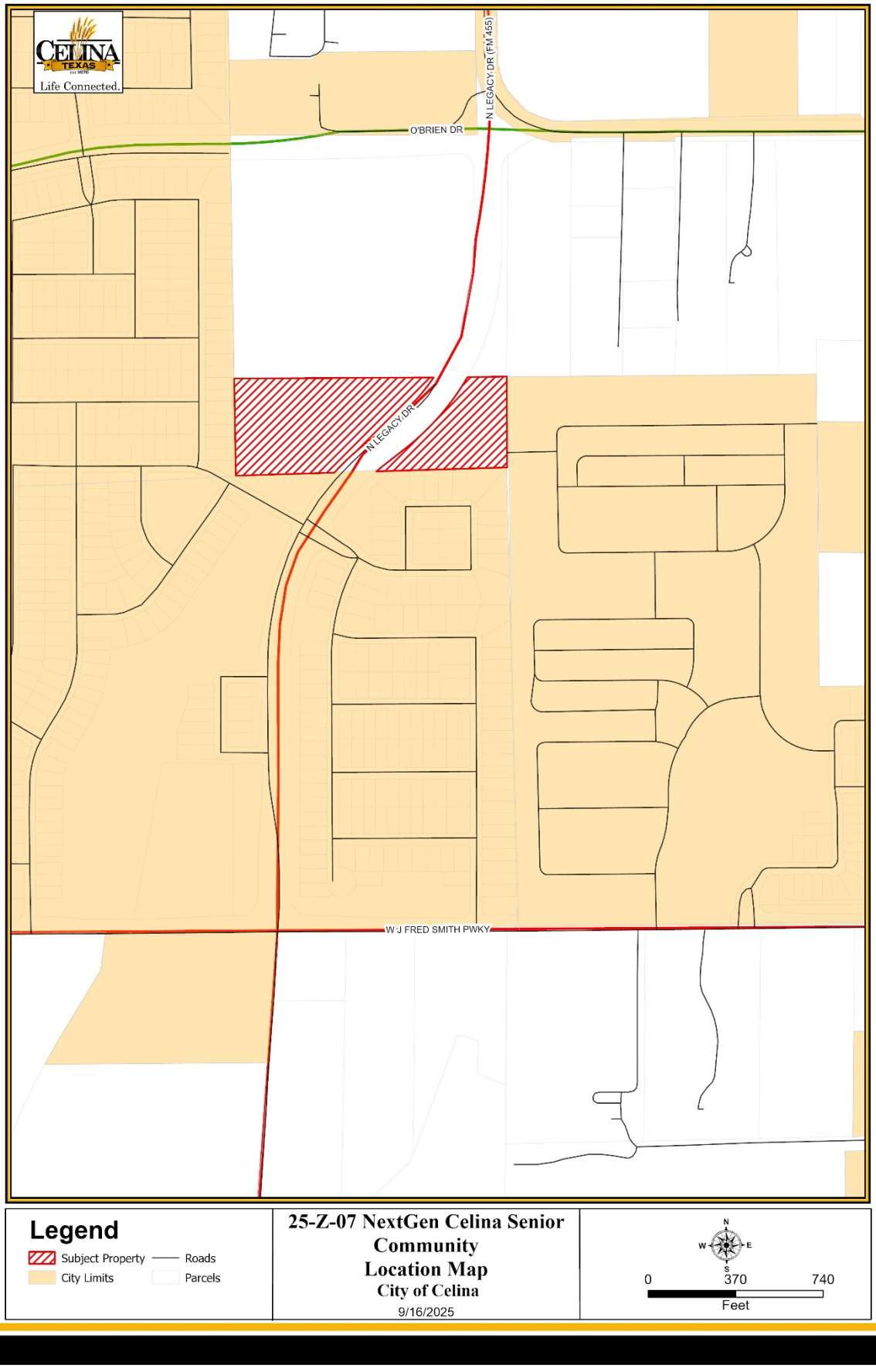
THENCE departing the northerly boundary line of said "tract 2", along the easterly right-of-way line of said North Legacy Drive, the following courses and distances:

Along said curve, an arc distance of 46.97 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point of tangency at the end of said curve;
North 52 degrees 00 minutes 49 seconds East of a distance of 99.65 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for the beginning of a curve to the left through a central angle of 20 degrees 26 minutes 58 seconds, having a radius of 1,,60.00 feet, and whose chord bears North 41 degrees 47 minutes 19 seconds East for a distance of 411.82 feet;
Along said curve, an arc distance of 414.02 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point on the southerly boundary line of a tract of land described to Pair of Dice Properties, LLC, by the Deed recorded in Document Number 20181102001367960, O.P.R.C.C.T., and same being a northerly boundary line of said Horizon Celina Partners tract, and same being the most northwesterly corner of the herein described tract;

THENCE North 89 degrees 35 minutes 35 seconds East along the southerly boundary line of said Pair of Dice Properties tract, and along the northerly boundary line of said Horizon Celina Partners tract, for a distance of 161.41 feet to a 5/8 inch rebar found for the southeasterly corner of said Pair of Dice Properties tract, and same being the southwesterly corner of a tract of land described to Charles Ray Huddleston et ux, Sherry Lynn Huddleston , by the Deed recorded in Volume 1368, Page 368, Deed

Records of Collin County, Texas (D.R.C.C.T.), also being the northwesterly corner of said Qualico Development tract, also being the northeasterly corner of the herein described tract;

THENCE South 00 degrees 19 minutes 04 seconds East along the westerly boundary line of said Qualico Development tract, for a distance of 382.62 feet to the POINT OF BEGINNING containing 2.928 acres (127,541 square feet) of land, more or less.


CELINA
TEXAS
Life Connected.
O'BRIEN DR
N LEGACY DR (FM 455)
N LEGACY DR
W J FRED SMITH PWKY
Legend
Subject Property
Roads
City Limits
Parcels
25-Z-07 NextGen Celina Senior Community
Location Map
City of Celina
9/16/2025
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740
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Exhibit "B"

Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

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: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately nine (9) acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, and modified development standards; generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway, for NextGen Celina Senior Community. (McAfee)

Background Information:
This request is to zone approximately nine (9) acres. A Development Agreement was approved by the City Council in November 2021 that outlined the future annexation and zoning for the property. The applicant is proposing to develop the commercial portion of the project. The applicant requests to voluntarily annex the property and provide the appropriate zoning in conformance with the governing Development Agreement. Please refer to the attached documents, as well as the associated annexation item, for further information.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

- Annexation (Public Hearing) — Voluntary annexation of the subject property
- **Zoning (Public Hearing) — Zoning the property for future commercial development**

Legal Review:
This Zoning Ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Draft Ordinance

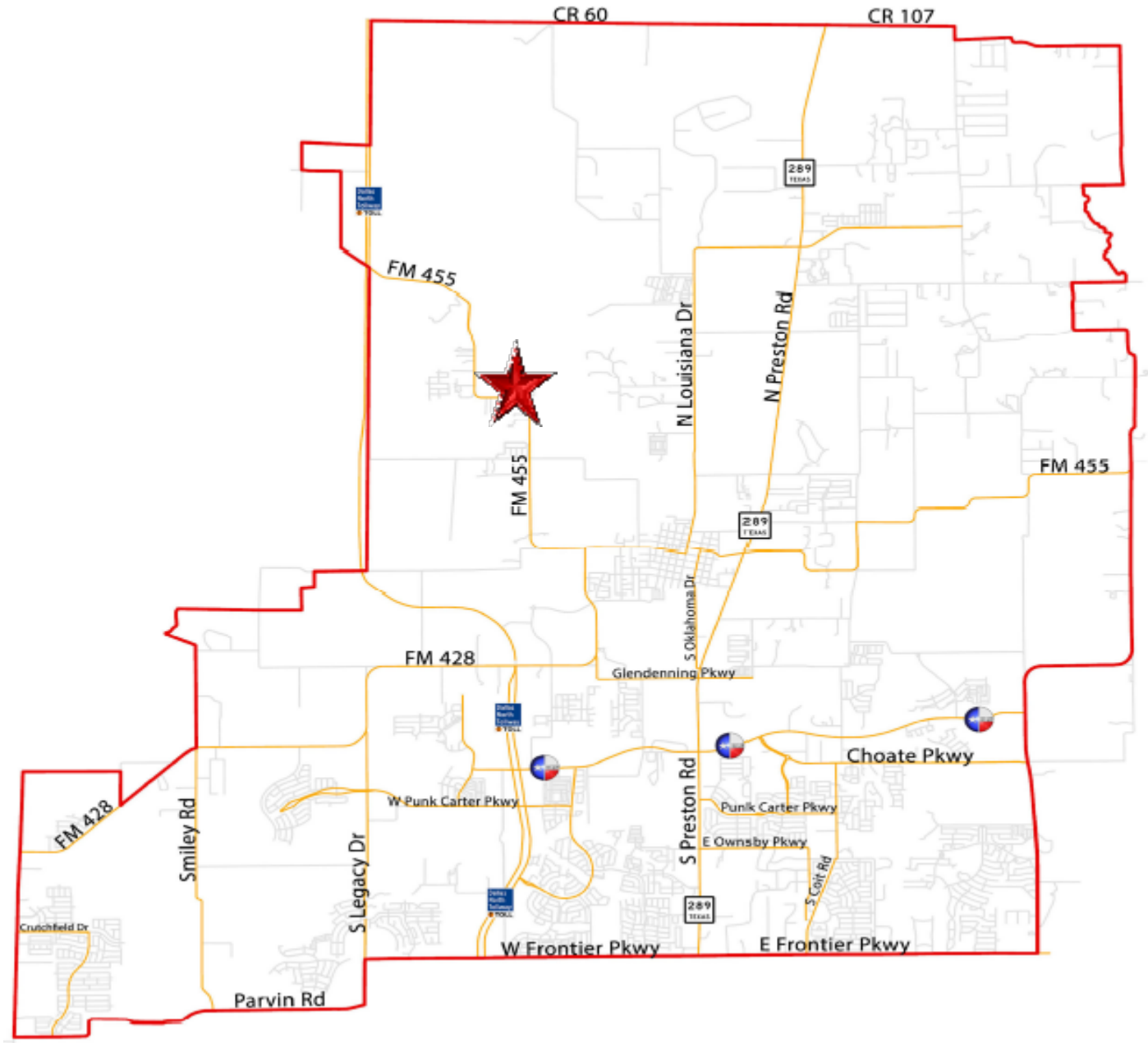
Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

NEXTGEN CELINA SENIOR COMMUNITY

Annexation and PD Zoning

City Council
November 11, 2025


CR 60
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FM 455
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FM 455
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FM 428
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Punk Carter Pkwy
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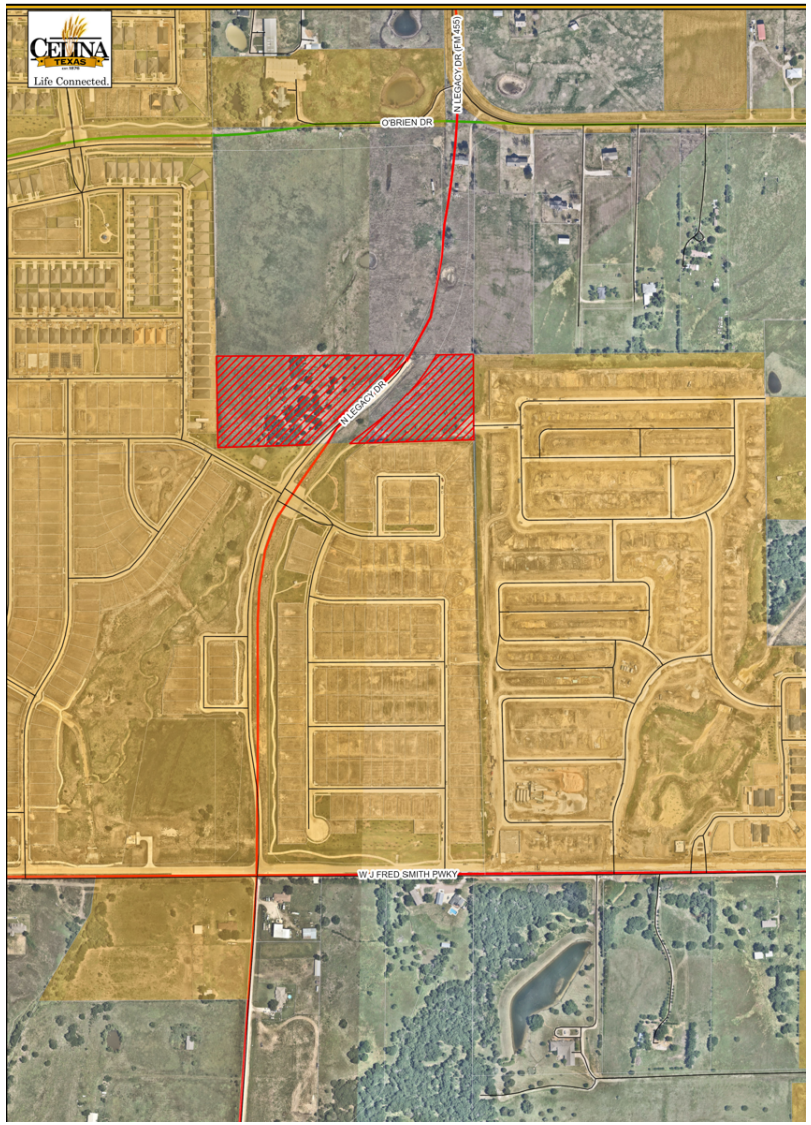
Parvin Rd



LOCATION MAP

The subject property is generally located along future Legacy Drive and approximately 2,000 feet north of future J Fred Smith Parkway

BACKGROUND

- The subject property is approximately 9 acres and within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement, which outlined the future annexation and zoning, was approved by the City Council in November 2021 that allows for commercial uses on the subject property
- The applicant's request is to zone the property to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail (C), with an allowance for Dwelling, Senior Living, Assisted & Advanced Care

SENIOR HOUSING OVERVIEW

- Senior Housing is an umbrella term that might include each of the following individual components:
  - Age-restricted, Independent Living (IL) – Housing for adults over age 55, living in relative independence
  - Assisted Living (AL) – A private medical facility designed for older adults who need some assistance with daily living
  - Advanced Care (AC) – A private medical facility that provides advanced medical care
- Although each of the above 3 may be referenced as Senior Housing, each have different service-level impacts on public services

PROJECT OVERVIEW

The applicant requests annexation into City Limits and zoning for the following two projects: assisted living and memory care

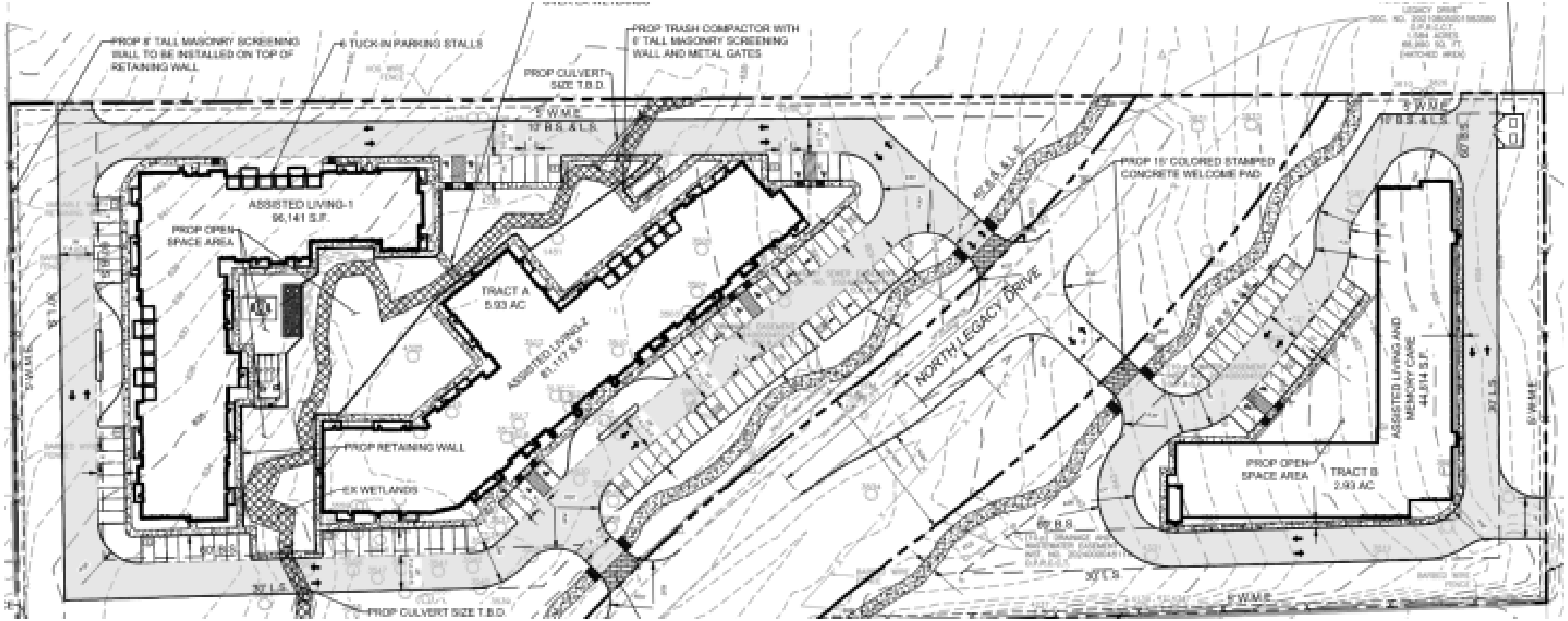
Dwelling, Senior Living, Assisted Living (West side of Legacy Dr.)

- 6 acres
- Two 3-story buildings with 142 total units
- Approx. 97,000 SF and 82,000 SF buildings
- Mix of 1- and 2-bedroom units
- Indoor and outdoor amenities

Dwelling, Senior Living, Advanced Care (East side of Legacy Dr.)

- 3 acres
- One 2-story building with approx. 55 units
- Approx. 45,000 SF building
- Mix of assisted living and memory care units
- On-site skilled staff for daily care and limited medical needs

CONCEPT PLAN



CONCEPTUAL ELEVATIONS – ASSISTED LIVING

Renderings are for illustrative purposes only and have not been reviewed for Code compliance

CONCEPTUAL ELEVATIONS – MEMORY CARE

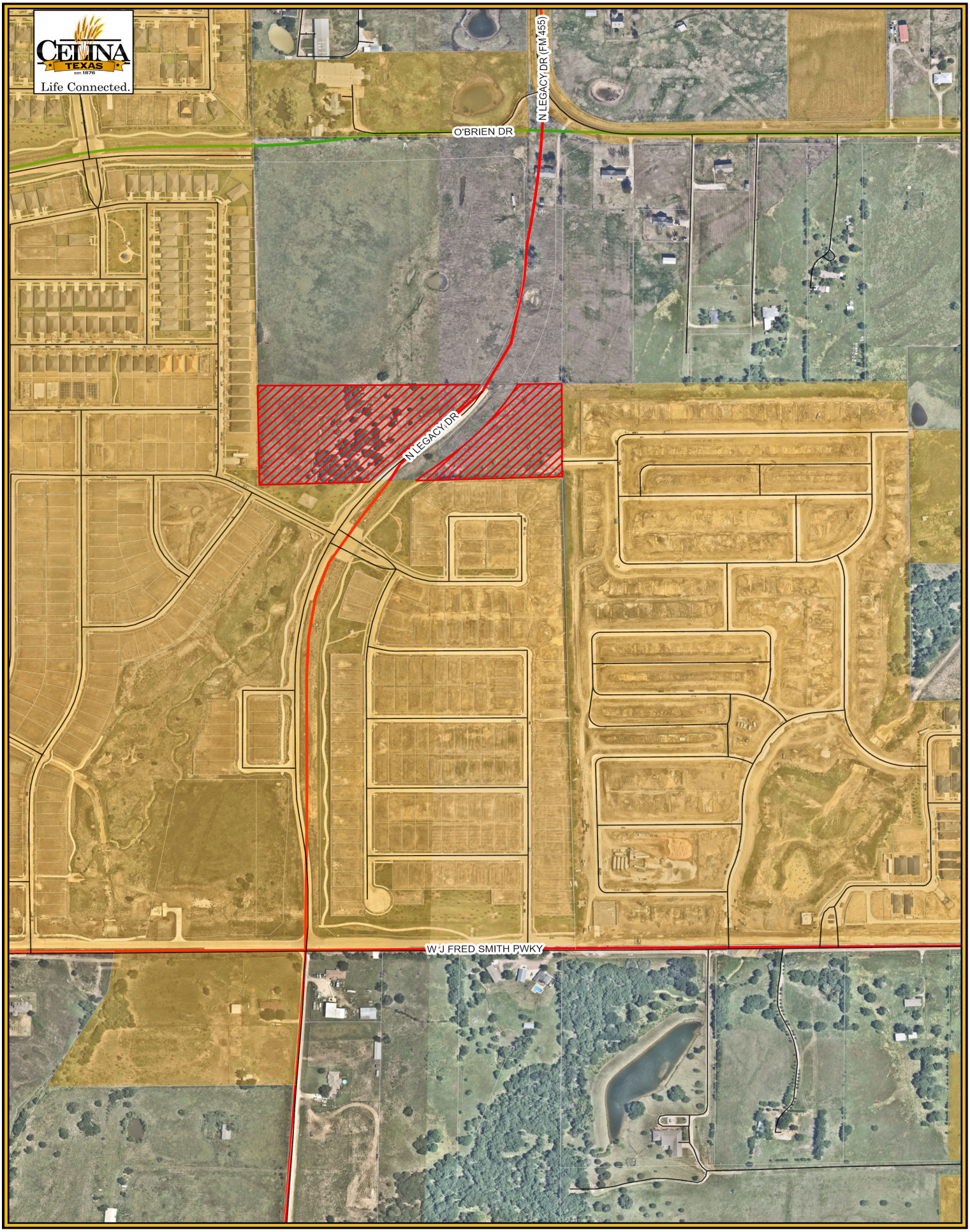
Renderings are for illustrative purposes only and have not been reviewed for Code compliance

POLICY CONSIDERATIONS

- The subject property is bisected by the future 6-lane thoroughfare, Legacy Drive, which is planned to accommodate non-residential uses
- The associated annexation and zoning bring 9 acres into the City Limits
- Modern design standards, including screening from the adjacent residential neighborhoods, apply
- The request is in conformance with the previously approved Development Agreement
- The FLUP supports the zoning request
- The applicant voluntarily deed restricted out multi-family on the property in coordination with the City Attorney's office (SB 840)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in October
- The Commission noted that Celina needed additional facilities for its elderly residents
- The Commission discussed the importance of considering the future impacts of SB 840
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Subject Property
- Roads
- City Limits
- Parcels

25-Z-07 NextGen Celina Senior Community Location Map

City of Celina

9/16/2025

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ORDINANCE NO. 2025-_____
NEXTGEN CELINA SENIOR COMMUNITY

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 9 ACRES LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 735, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ALONG FUTURE LEGACY DRIVE AND APPROXIMATELY 2,000 FEET NORTH OF FUTURE J FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 161 WITH A BASE ZONING OF COMMERCIAL, OFFICE, AND 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. 161 with a base zoning of Commercial, Office, and 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. 161 with a base zoning of Commercial, Office, and 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.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description

LEGAL DESCRIPTION

TRACT I

BEING a 5.934 acre tract of land situated in the John Ragsdale Survey, Abstract Number 735, City of Celina ETJ, Collin County, Texas, and same being a remainder of a tract of land described to Horizon Celina Partners, LLC, by the Deed recorded in Document Number 20200228000289210, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southwesterly corner of the herein described tract, and same being a northerly corner of Lot 32X, Block D, of Rise at Legacy Hills, Phase 1A, an Addition to the City of Celina, Collin County, Texas, according to the Plat thereof recorded in Document Number 2024-497, Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE North 00 degrees 55 minutes 28 seconds West along an easterly boundary line of said Block D, and along a westerly boundary line of said Horizon Celina Partners tract, passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 31, of said Block D, for a distance of 65.05 feet, continuing along an easterly boundary line of said Block D, and along a westerly boundary line of said Horizon Celina Partners tract, passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 30, of said Block D, for a distance of 115.03 feet continuing along the easterly boundary line of said Block D, and along a westerly boundary line of said Horizon Celina Partners tract, passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 25, of said Block D, for a distance of 365.10 feet, continuing along the easterly boundary line of said Lot 25, and along a westerly boundary line of said Horizon Celina Partners tract, for a total distance of 409.06 feet to a 5/8 inch rebar set with a cap stamped TRAVERSE LS PROP COR" for the southwesterly corner of a tract of land described to Pair of Dice Properties, LLC, by the Deed recorded in Document Number 20181102001367960, O.P.R.C.C.T., and same being the northwesterly corner of the herein described tract, from which a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the southeasterly corner of Lot 24, of said Block D, bears North 00 degrees 57 minutes 55 seconds West for a distance of 5.93 feet;

THENCE North 89 degrees 35 minutes 35 seconds East along the southerly boundary line of said Pair of Dice Properties tract, and along a northerly boundary line of said Horizon Celina Partners tract, for a distance of 845.36 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point on the westerly right-of-way line of North Legacy Drive (120 foot public right-of-way, Document Number 2024000045110, O.P.R.C.C.T.), and same being the northeasterly corner of the herein described tract, also being the beginning of a non-tangential curve to the right through a central angle of 16 degrees 13 minutes 19 seconds, having a radius of 1,040.00 feet, and whose chord bears South 43 degrees 54 minutes 09 seconds West for a chord distance of 293.47 feet;

THENCE along the westerly boundary line of said West Legacy Drive, the following courses and distances:

Along said curve, an arc distance of 294.45 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point of tangency at the end of said curve;

South 52 degrees 00 minutes 48 seconds West for a distance of 99.65 feet to a 5/8 inch rebar set with a cap stamped "TRAVERRSE LS PROP COR" for the beginning of a curve to the left through a central angle of 09 degrees 27 minutes 13 seconds, having a radius of 1,160.00 feet, and whose chord bears South 47 degrees 17 minutes 12 seconds West for a chord distance of 191.18 feet;

Along said curve, an arc distance of 191.40 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for the most northeasterly corner of said Lot 32X, and same being the most southeasterly corner of the herein described tract;

THENCE South 88 degrees 16 minutes 24 seconds West for a distanc3e of 416.42 feet to the POINT OF BEGINNING containing 5.934 acres (258,471 square feet) of land, more or less.

LEGAL DESCRIPTION

TRACT II

BEING a 2.928 acre tract of land situated in the John Ragsdale Survey, Abstract Number 735, City of Celina ETJ, Collin County, Texas, and same being a remainder of a tract of land described to Horizon Celina Partners, LLC, by the Deed recorded in Document Number 20200228000289210, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rebar found with a cap stamped "LANDPOINT" for the northeasterly corner of a tract of land called "Tract 2" and described to LSMA Dynavest, LLC, by the Deed recorded in Document Number 2021028002203310, O.P.R.C.C.T., and same being a point on the westerly boundary line of a tract of land described to Qualico Development (U.S.), Inc., by the Deed recorded in Document Number 20210928001979630, O.P.R.C.C.T., also being the southeasterly corner of the herein described tract;

THENCE South 88 degrees 16 minutes 24 seconds West along the northerly boundary line of said "Tract 2", passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for a distance of 412.22 feet, continuing along the northerly boundary line of said "Tract 2", passing a 5/8 inch rebar found with a cap stamped "LANDPOINT" for a distance of 487.46 feet, continuing along the northerly boundary line of said "Tract 2", for a total distance of 553.11 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point on the easterly right-of-way line of North Legacy Drive (120 foot public right-of-way, Document Number 2024000045110, O.P.R.C.C.T.), and same being the most southwesterly corner of the herein described tract, along being the beginning of a non-tangential curve to the right through a central angle of 02 degrees 35 minutes 16 seconds, having a radius of 1,040.00 feet, and whose chord bears North 50 degrees 43 minutes 10 seconds East of a chord distance of 46.97 feet;

THENCE departing the northerly boundary line of said "tract 2", along the easterly right-of-way line of said North Legacy Drive, the following courses and distances:

Along said curve, an arc distance of 46.97 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point of tangency at the end of said curve;

North 52 degrees 00 minutes 49 seconds East of a distance of 99.65 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for the beginning of a curve to the left through a central angle of 20 degrees 26 minutes 58 seconds, having a radius of 1,,60.00 feet, and whose chord bears North 41 degrees 47 minutes 19 seconds East for a distance of 411.82 feet;

Along said curve, an arc distance of 414.02 feet to a 5/8 inch rebar set with a cap stamped "TRAVERSE LS PROP COR" for a point on the southerly boundary line of a tract of land described to Pair of Dice Properties, LLC, by the Deed recorded in Document Number 20181102001367960, O.P.R.C.C.T., and same being a northerly boundary line of said Horizon Celina Partners tract, and same being the most northwesterly corner of the herein described tract;

THENCE North 89 degrees 35 minutes 35 seconds East along the southerly boundary line of said Pair of Dice Properties tract, and along the northerly boundary line of said Horizon Celina Partners tract, for a distance of 161.41 feet to a 5/8 inch rebar found for the southeasterly corner of said Pair of Dice Properties tract, and same being the southwesterly corner of a tract of land described to Charles Ray Huddleston et ux, Sherry Lynn Huddleston , by the Deed recorded in Volume 1368, Page 368, Deed Records of Collin County, Texas (D.R.C.C.T.), also being the northwesterly corner of said Qualico Development tract, also being the northeasterly corner of the herein described tract;

THENCE South 00 degrees 19 minutes 04 seconds East along the westerly boundary line of said Qualico Development tract, for a distance of 382.62 feet to the POINT OF BEGINNING containing 2.928 acres (127,541 square feet) of land, more or less.

Exhibit B
Depiction of Property

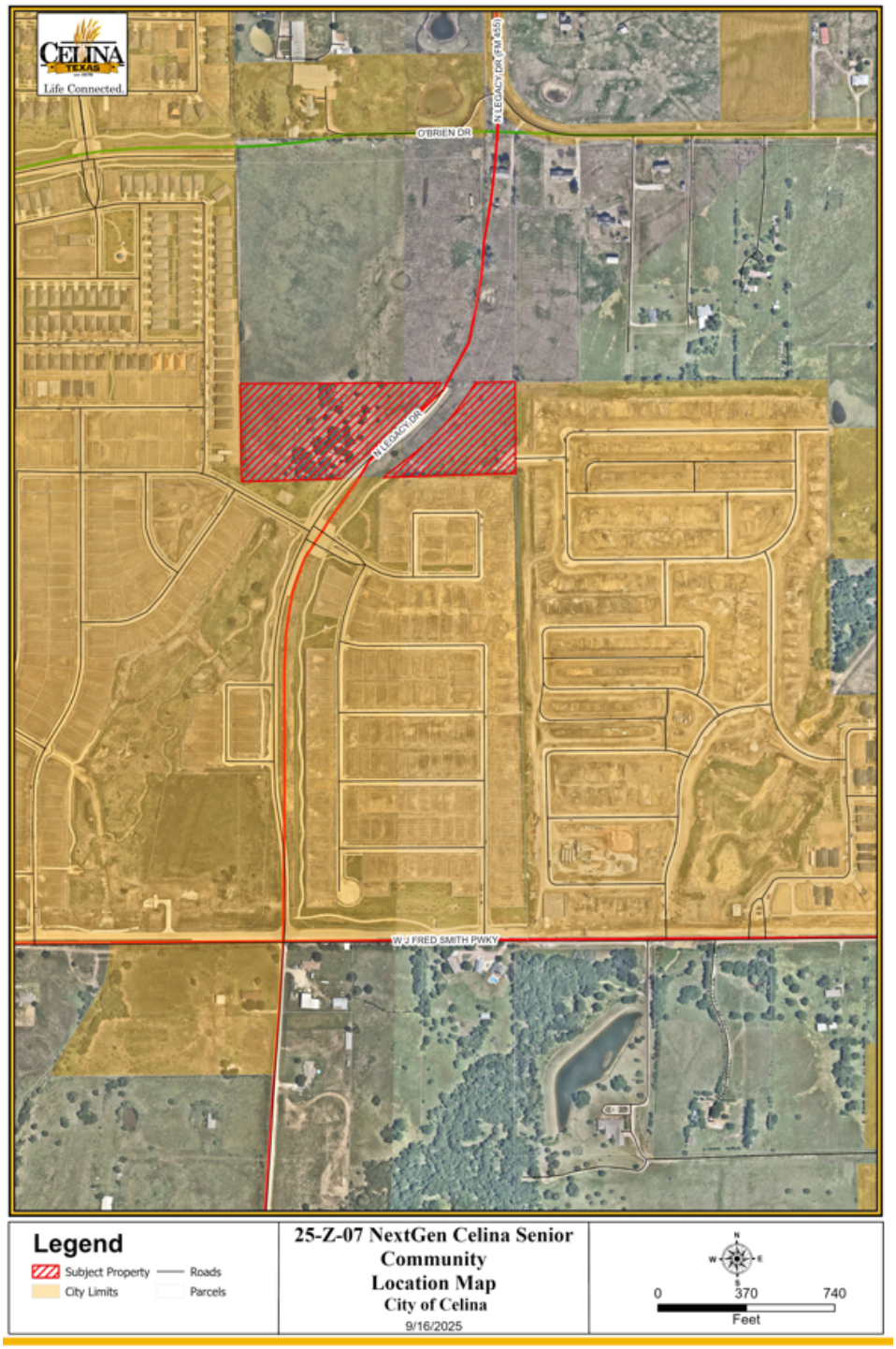


Exhibit C
Concept Plan

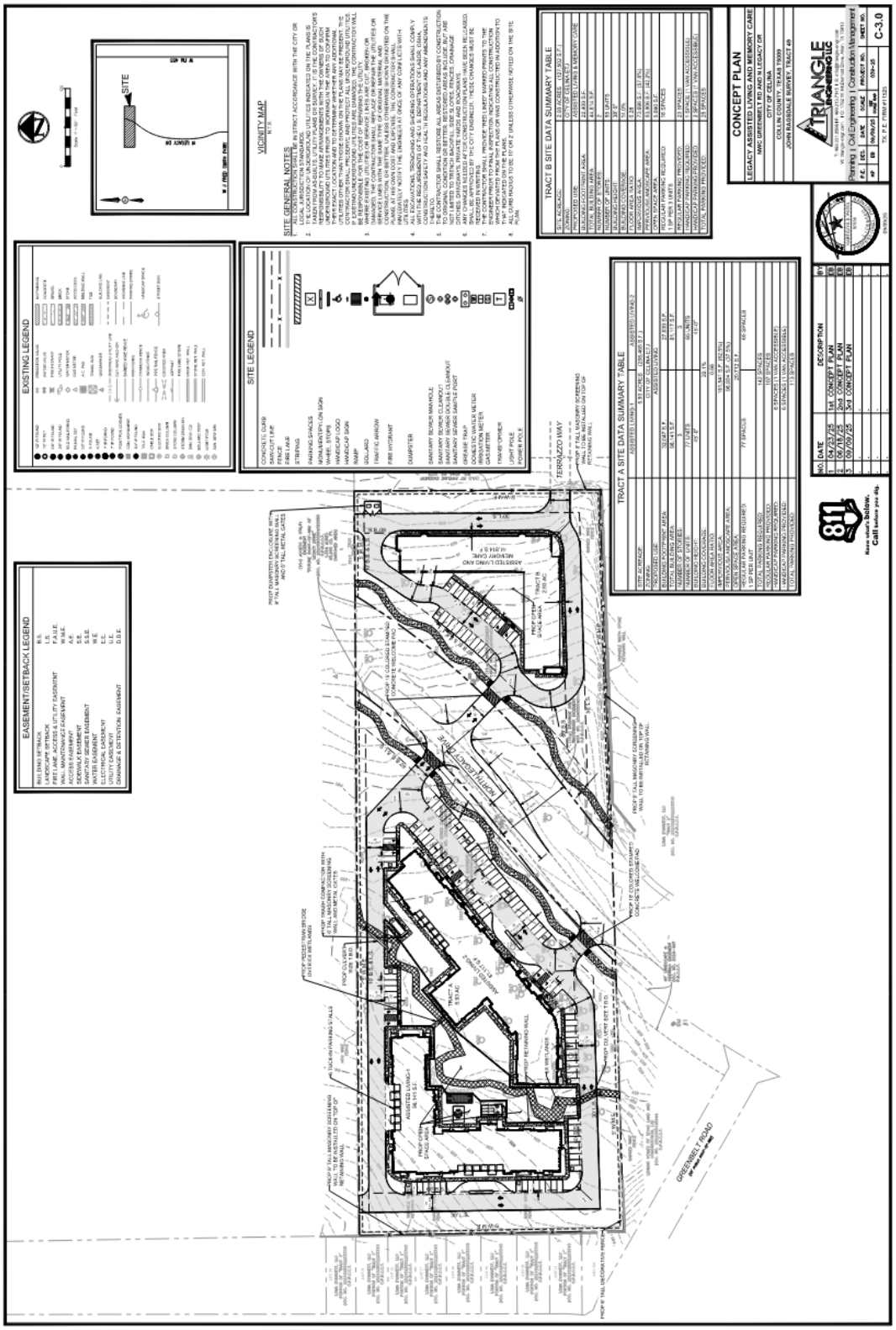

EASEMENT/SETBACK LEGEND
EXISTING LEGEND
SITE LEGEND
VICINITY MAP
SITE GENERAL NOTES
TRACT A SITE DATA SUMMARY TABLE
TRACT B SITE DATA SUMMARY TABLE
CONCEPT PLAN
LEGACY ASSISTED LIVING AND MEMORY CARE
NWC GREENBELT RD AND LEGACY DR
CITY OF CELINA
COLLIN COUNTY, TEXAS 75009
JOHN RAISBIAK SURVEY, TRACT 49
TRIANGLE ENGINEERING LLC
C-3.0
TERRAZZO WAY
GREENBELT ROAD
NORTH LEGACY DRIVE

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 subject property shall generally develop per the attached Concept Plan and renderings. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

The property is zoned a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

The following land uses shall be permitted without an SUP, per the attached Concept Plan:

a) Dwelling, Assisted Living – shall be allowed within Tract A.
b) Dwelling, Senior Living, Assisted & Advanced Care – shall be allowed within Tract B.

Architecture

1. 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.

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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of an approximately 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #962612, within the Extraterritorial Jurisdiction (ETJ). (Kleineck)

Background Information:
This request is for the voluntary annexation of approximately 77.32 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of a pre-annexation agreement. In 2010, the City entered into a contract agreeing not to annex the subject property until the voluntary conclusion of the terms. With the agreement expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and zoned Agricultural District (AG), subject to applicable City standards and regulations. Please refer to the attachments, and the associated zoning item, for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Ordinance
4. Pre-annexation Agreement

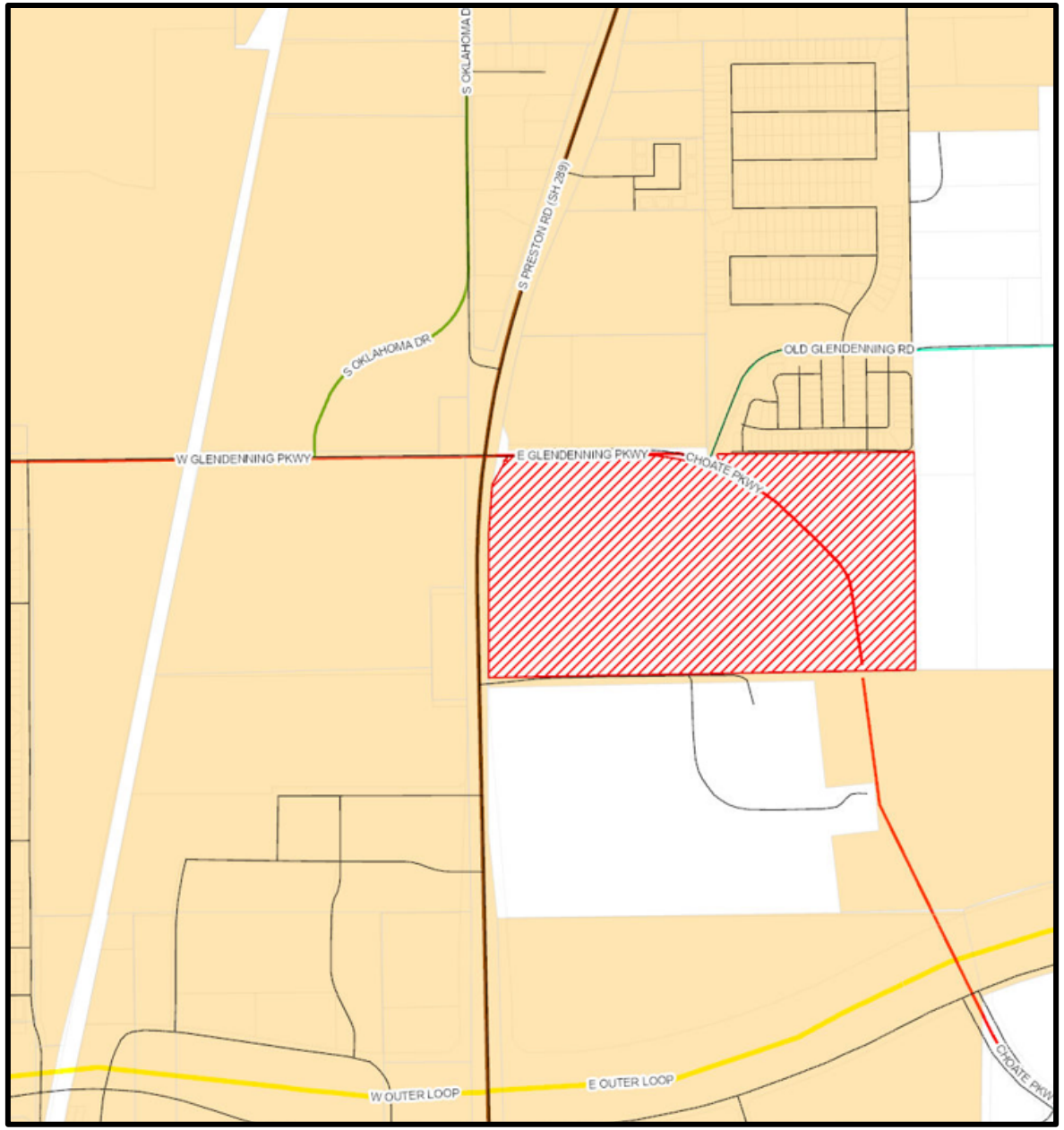
Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATION

City Council
November 11, 2025


S OKLAHOMA D
S PRESTON RD (SH 289)
S OKLAHOMA DR
OLD GLENDENNING RD
W GLENDENNING PKWY
E GLENDENNING PKWY
CHOATE PKWY
W OUTER LOOP
E OUTER LOOP
CHOATE PKW

BACKGROUND

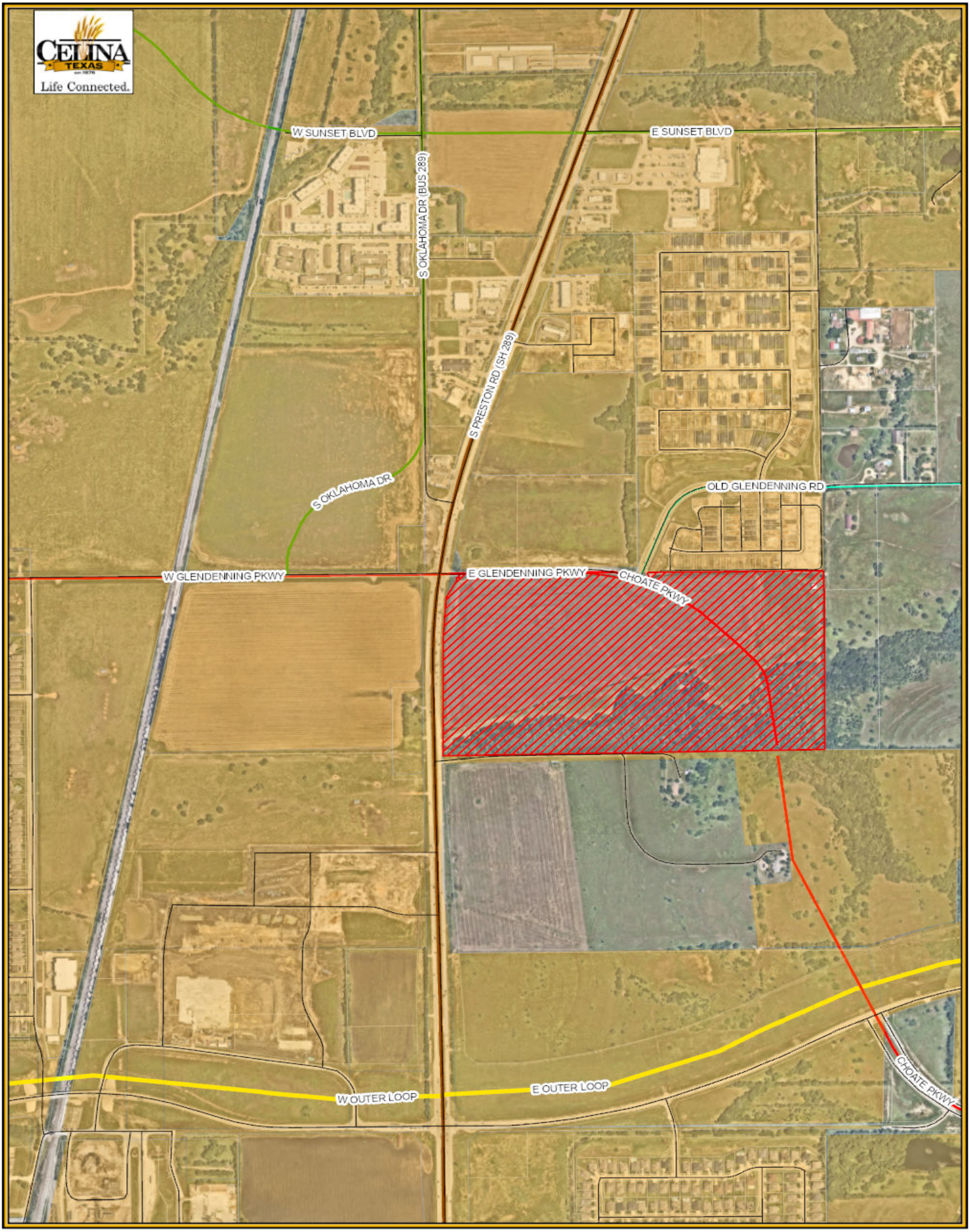
- The City entered into a contract with the property owner in 2010
- This pre-annexation agreement had a 15-year term, which is now expiring
- The property owner has agreed to annex and zone the property
- The associated zoning is being considered by City Council as a separate item

POLICY CONSIDERATIONS

- The property will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owner may in the future request the City to consider another zoning district

RECOMMENDATION

- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-15 Property ID 962612 Location Map

City of Celina

10/1/2025

N
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0 625 1,250

Feet

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 77.32 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the area(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100812000840390, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on August 12, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a

public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 24th day of October 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on November 11, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found, and incorporates herein its finding, that surrounding the area is in the public interest; and

WHEREAS, the City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City, and subject to the service plan referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having

correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
PUBLIC
MEETING

It is hereby officially 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 Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #962612.

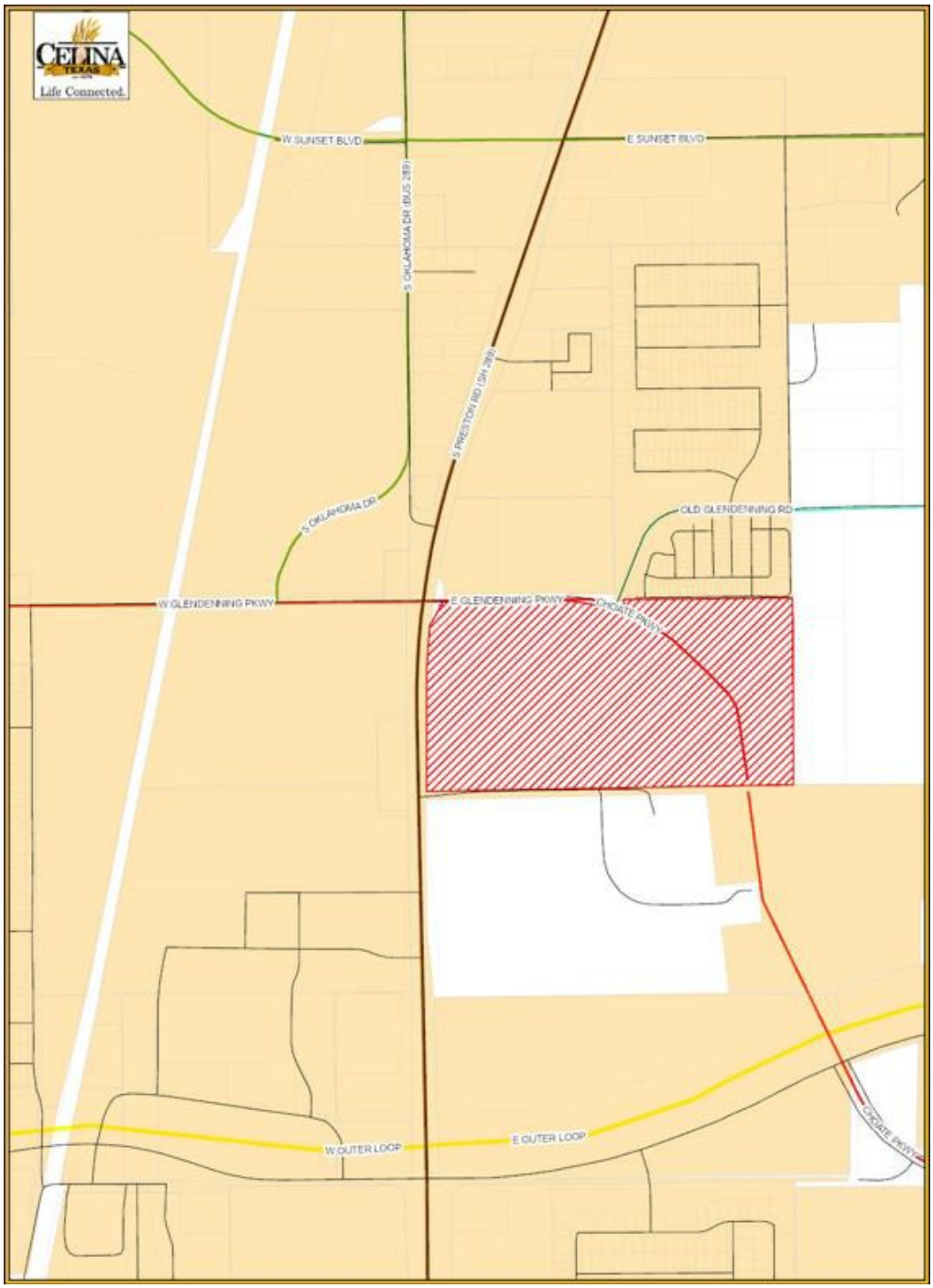

Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with

the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as A0167 COLLIN COUNTY SCHOOL LAND #24 SURVEY, BLOCK 1, TRACT 22, ACRES 77.6900 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

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Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims by any person claiming an ownership interest in the Property who has not signed the Agreement arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

Unofficial

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. This Development Agreement must provide that this property retain its extraterritorial status for a period up to fifteen years or until an type of subdivision, plat or related development document is filed with the City for the property which ever occurs first. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

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Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 29 day of July, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 29 day of July, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Vera Lucile Jinks
Owner 1
Printed Name: Vera Lucile Jinks

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 28 day of July, 2010, by Vera Lucile Jinks, Owner 1.

Carrie Toops Frazier
Notary Public, State of Texas

CARRIE TOOPS FRAZIER NOTARY PUBLIC STATE OF TEXAS My Comm. Expires November 14, 2011

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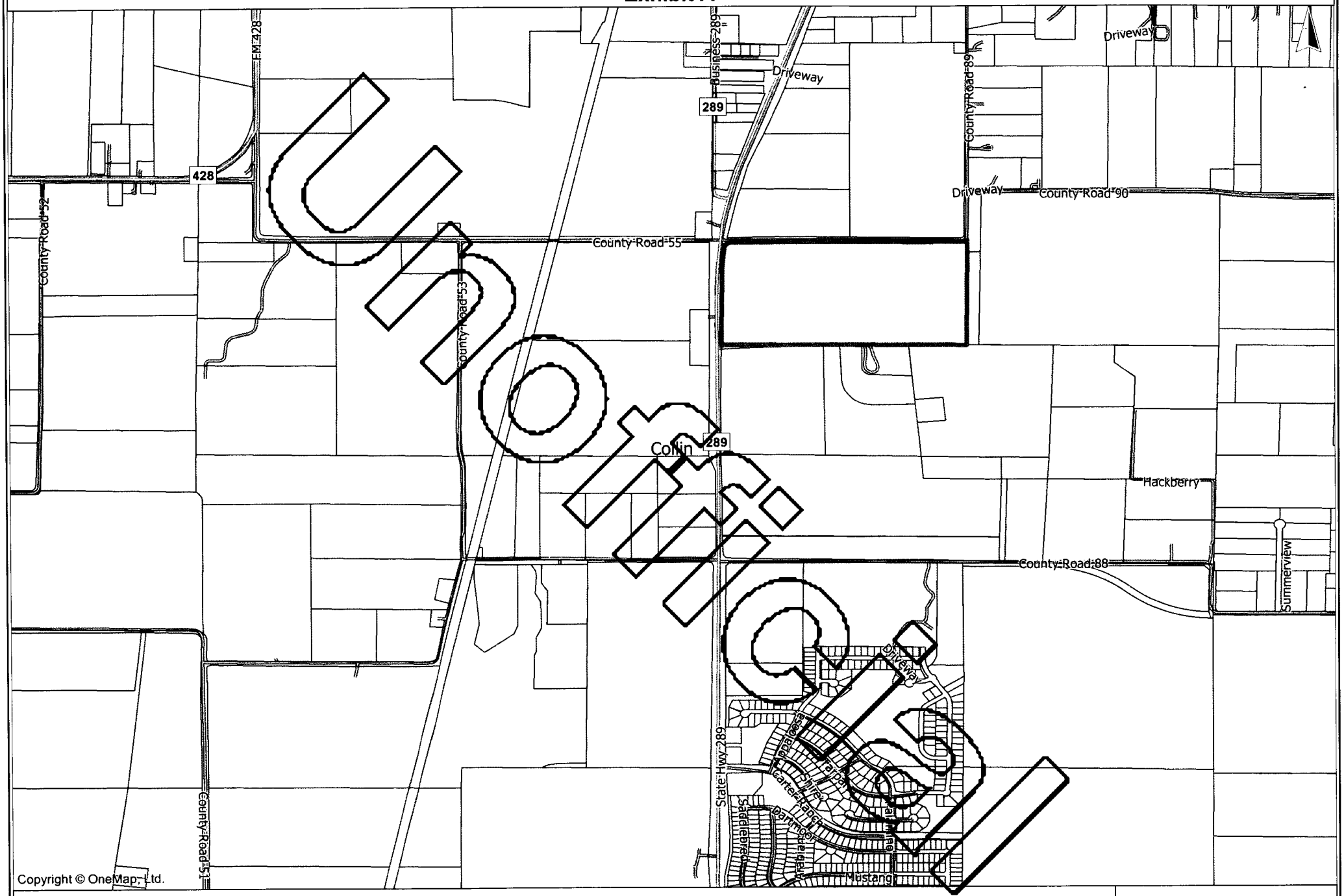
Exhibit A



UNOFFICIAL

DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 22, 2010

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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
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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: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 232.844 acre tract of land legally described as A0211A Cowan, TR 11, OLD DCAD Sheet 1, TR #9, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described as A0211A Cowan, TR 12, OLD DCAD Sheet 1, TR #16, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52883 to Agricultural District (AG), within City limits. (Kleineck)

Background Information:
This request is for the zoning of approximately 240 acres across multiple properties, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information. Please note that the presentation attached to this item covers the remaining pre-annexation contract expiration items.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

ZONING

City Council
November 11, 2025

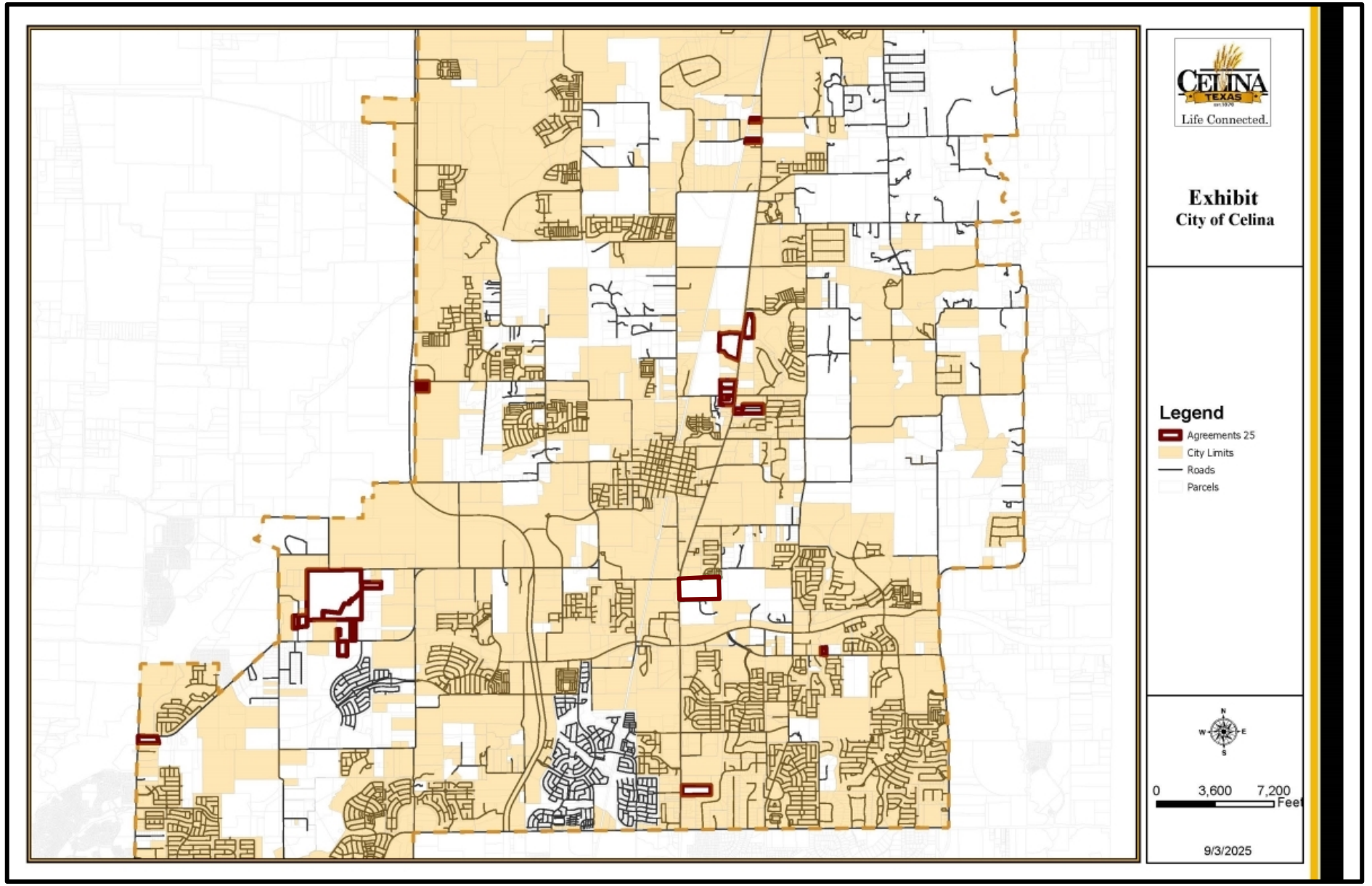
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Exhibit
City of Celina
Legend
Agreements 25
City Limits
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9/3/2025

BACKGROUND

- 25 properties
- Approximately 517 acres
- The properties are in association with the annexations approved by City Council in September 2025, except for Property ID 962612, for which annexation will be considered by City Council as a separate item

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any objection from property owners
- Zoning should not affect tax exemptions administered by the County

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in October
- Three residents spoke at the October public hearing to ask clarifying questions, mostly about tax exemptions
- Staff recommends approval as presented
- Please note, this presentation covers all zoning items, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

D. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)

E. Denton CAD Property ID 52943 (Chandler Fredy)

F. Denton CAD Property ID 52949 (Wood LTD P/S)

G. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)

H. Denton CAD Property ID 191267 (Martha Ward)

I. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)

J. Denton CAD Property ID 254098 (Moore Gregg Lee)

K. Collin CAD Property ID 992135 (Bao Qing Huang)

L. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

M. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)

N. Collin CAD Property ID 2122500 (MATIE MARK A)

O. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)

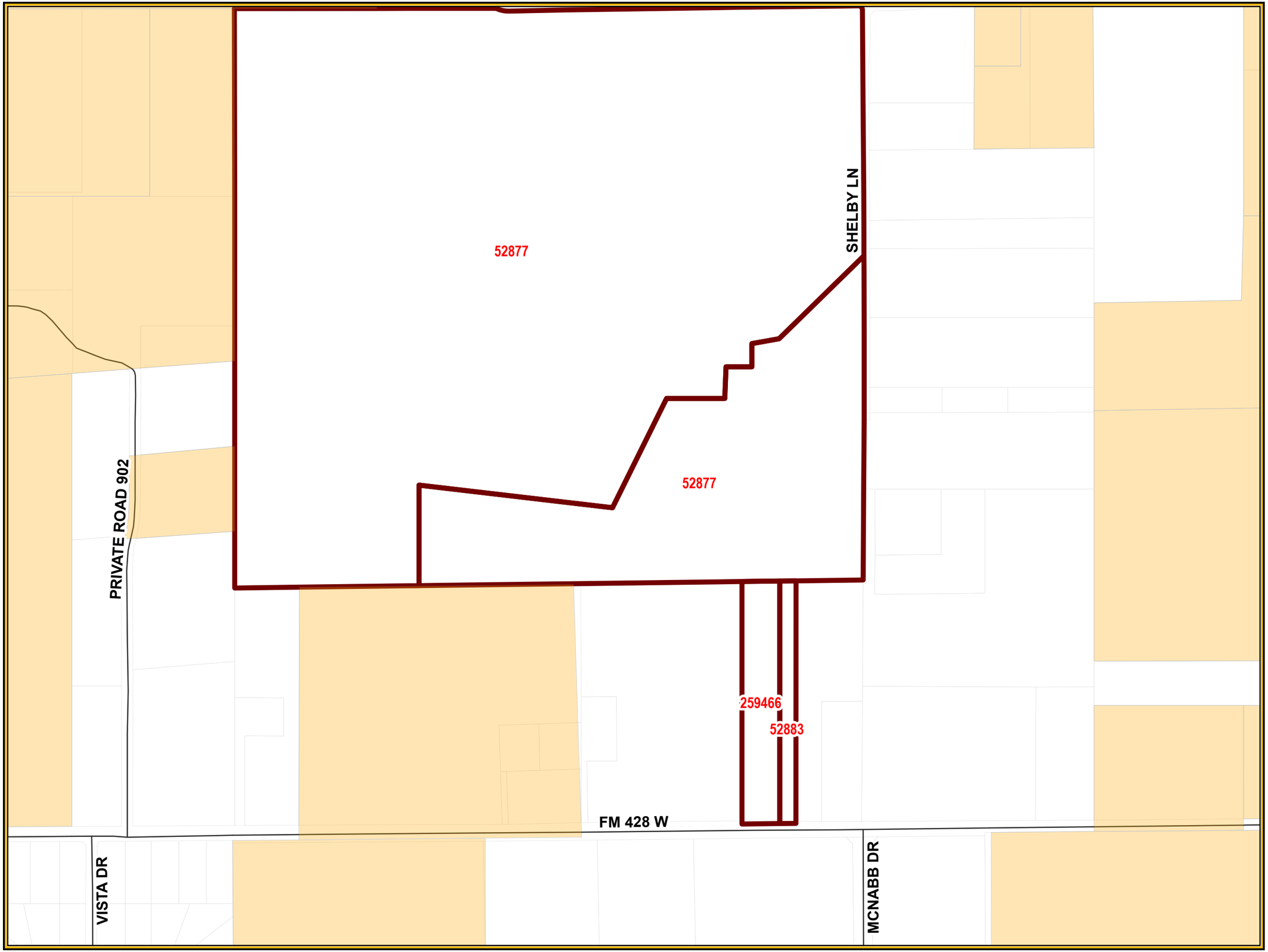
P. Collin CAD Property ID 2647903 (Living Stone Investments)

Q. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)

R. Collin CAD Property ID 2714384 (Jonetta Eubank)

S. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)

T. Collin CAD Property ID 962612 (Vera Lucile Jinks)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 239.844 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 13, 2010**, as Instrument No. **2010-79337**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 13, 2010** as Instrument No. **2010-79337**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

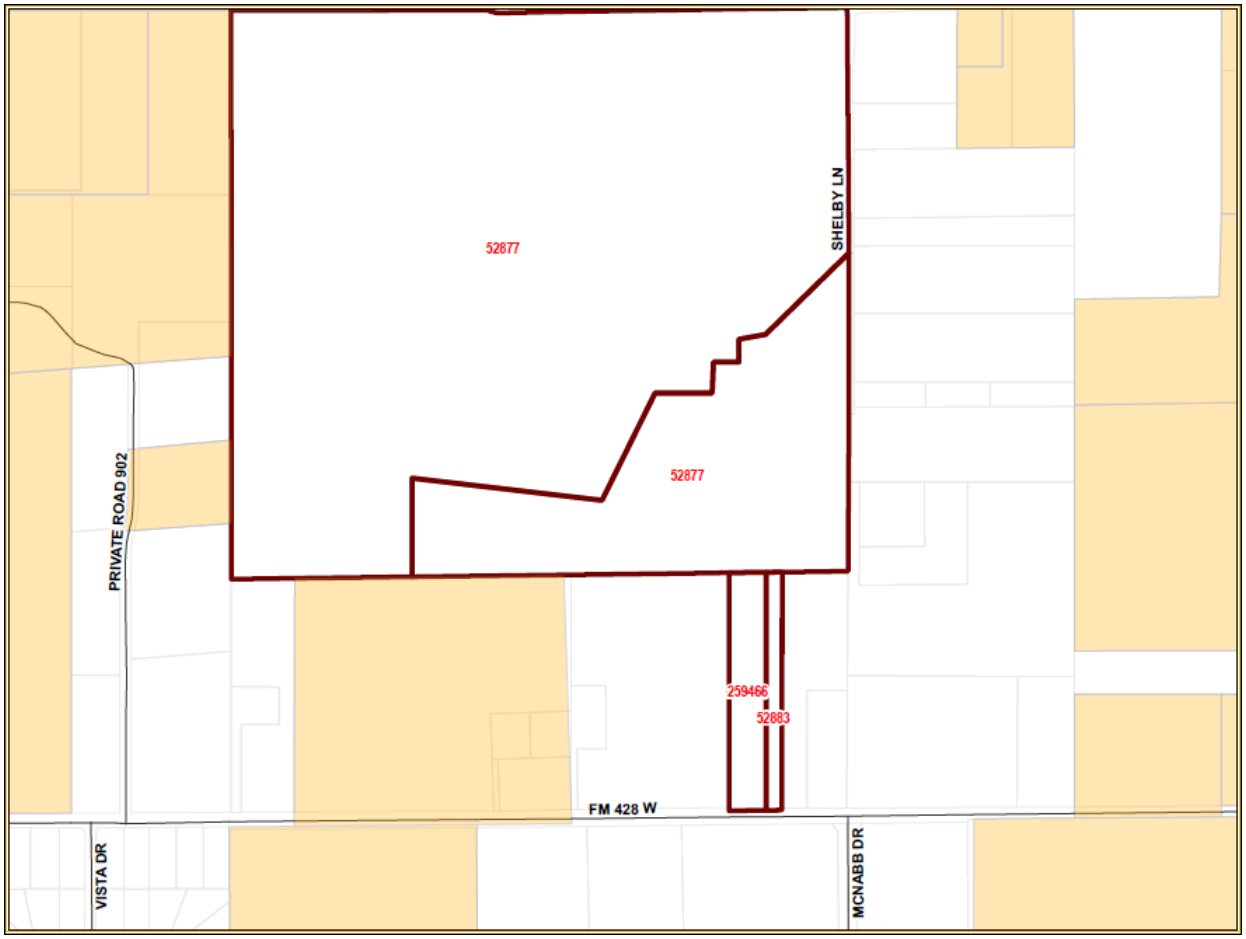
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 232.844 acre tract of land legally described as A0211A COWAN, TR 11, OLD DCAD SHT 1, TR #9, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described as A0211A COWAN, TR 12, OLD DCAD SHT 1, TR #16, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52883.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 10.51 acre tract of land legally described as A0211A COWAN, TR 20, OLD DCAD SHT 1, TR #10, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52943 to Agricultural District (AG), within City limits. (Kleineck)

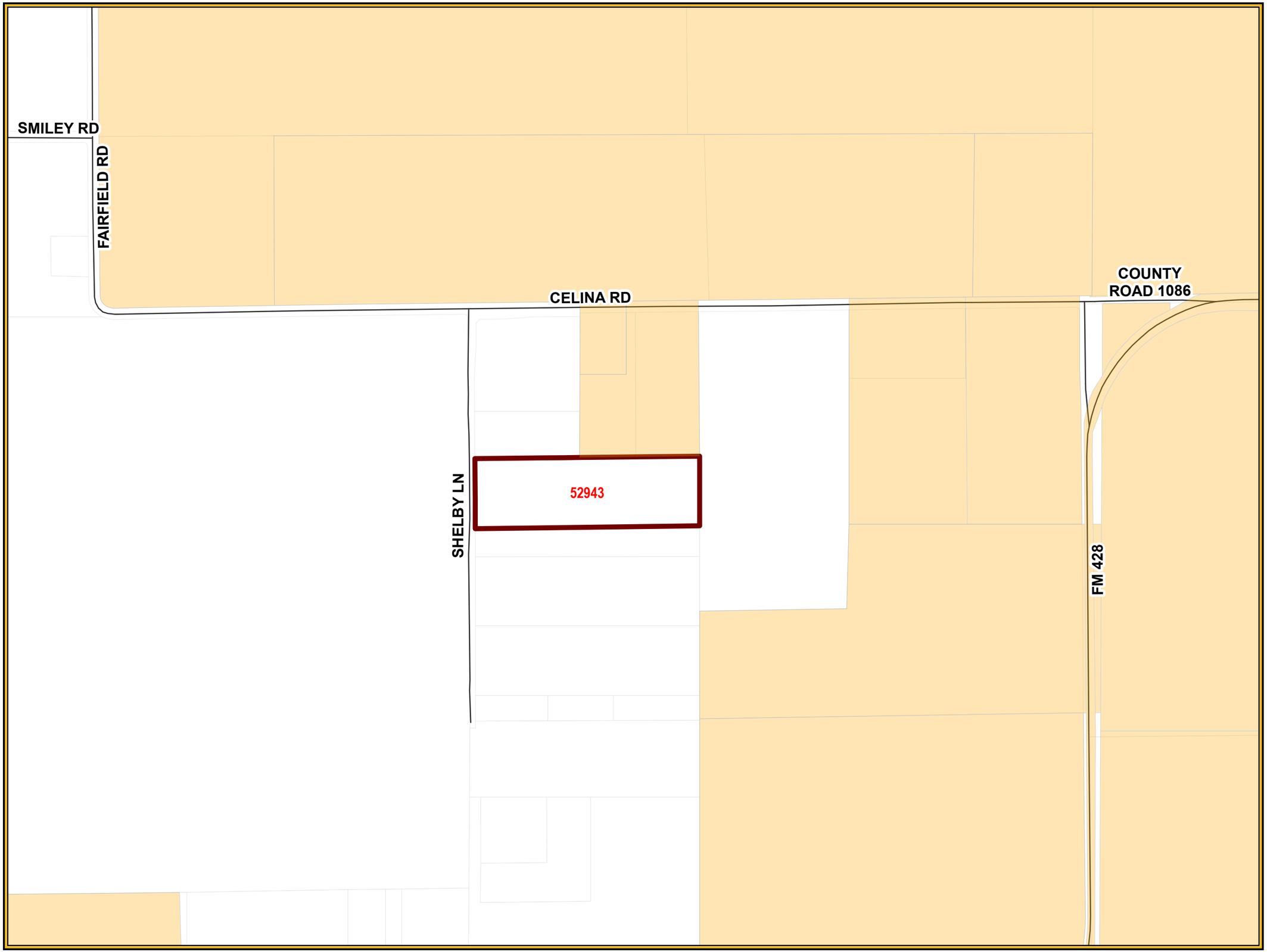
Background Information:
This request is for the zoning of approximately 11 acres, within City Limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10.51 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 27, 2010**, as Instrument No. **2010-84347**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has

recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 27, 2010** as Instrument No. **2010-84347**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect

the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

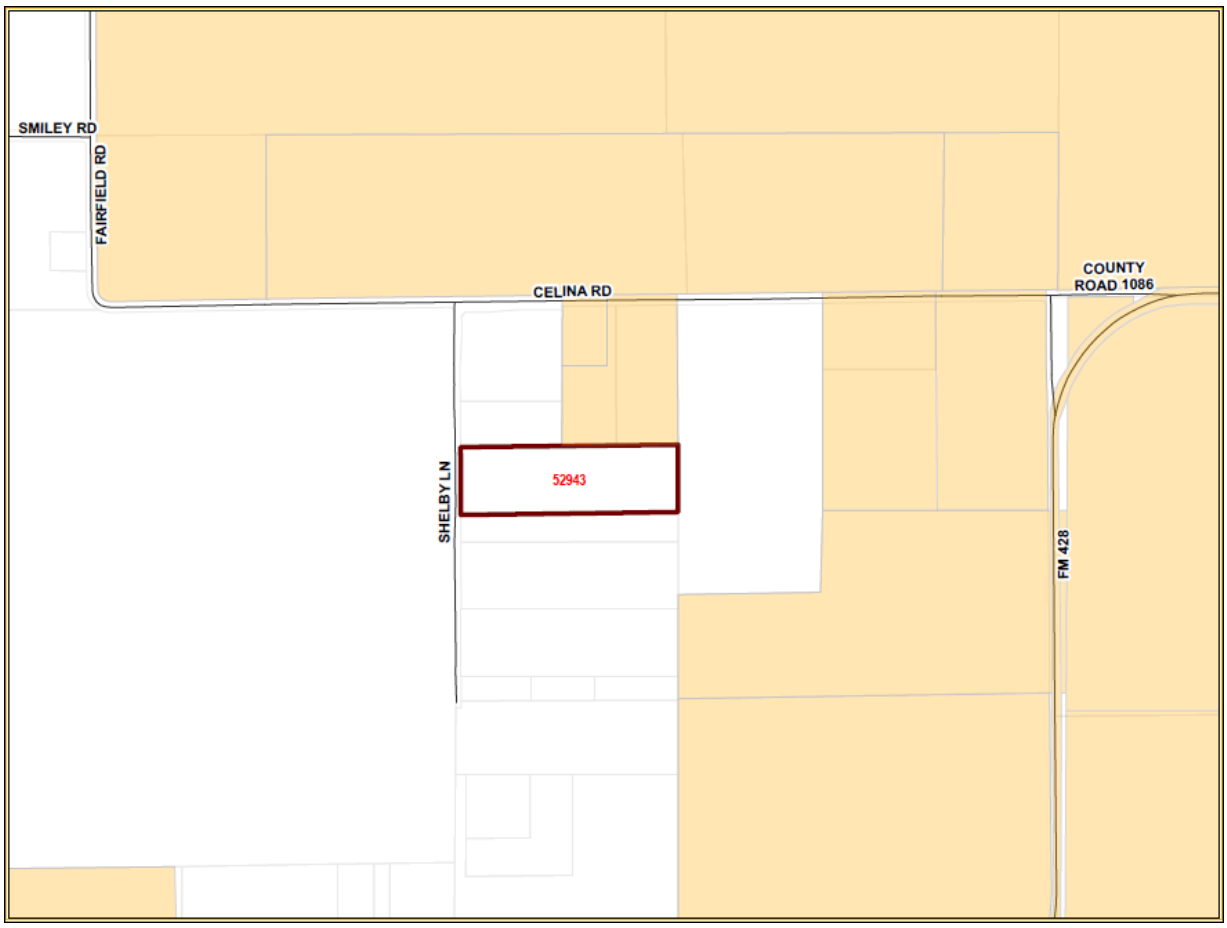
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A Legal
Description
Including any and all adjacent rights-of-way

An approximate 10.51 acre tract of land legally described as A0211A COWAN, TR 20, OLD DCAD SHT 1, TR #10, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52943.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 10.3 acre tract of land legally described as A0211A COWAN, TR 33, OLD DCAD SHT 2, TR #3, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #52949 to Agricultural District (AG), within City limits. (Kleineck)

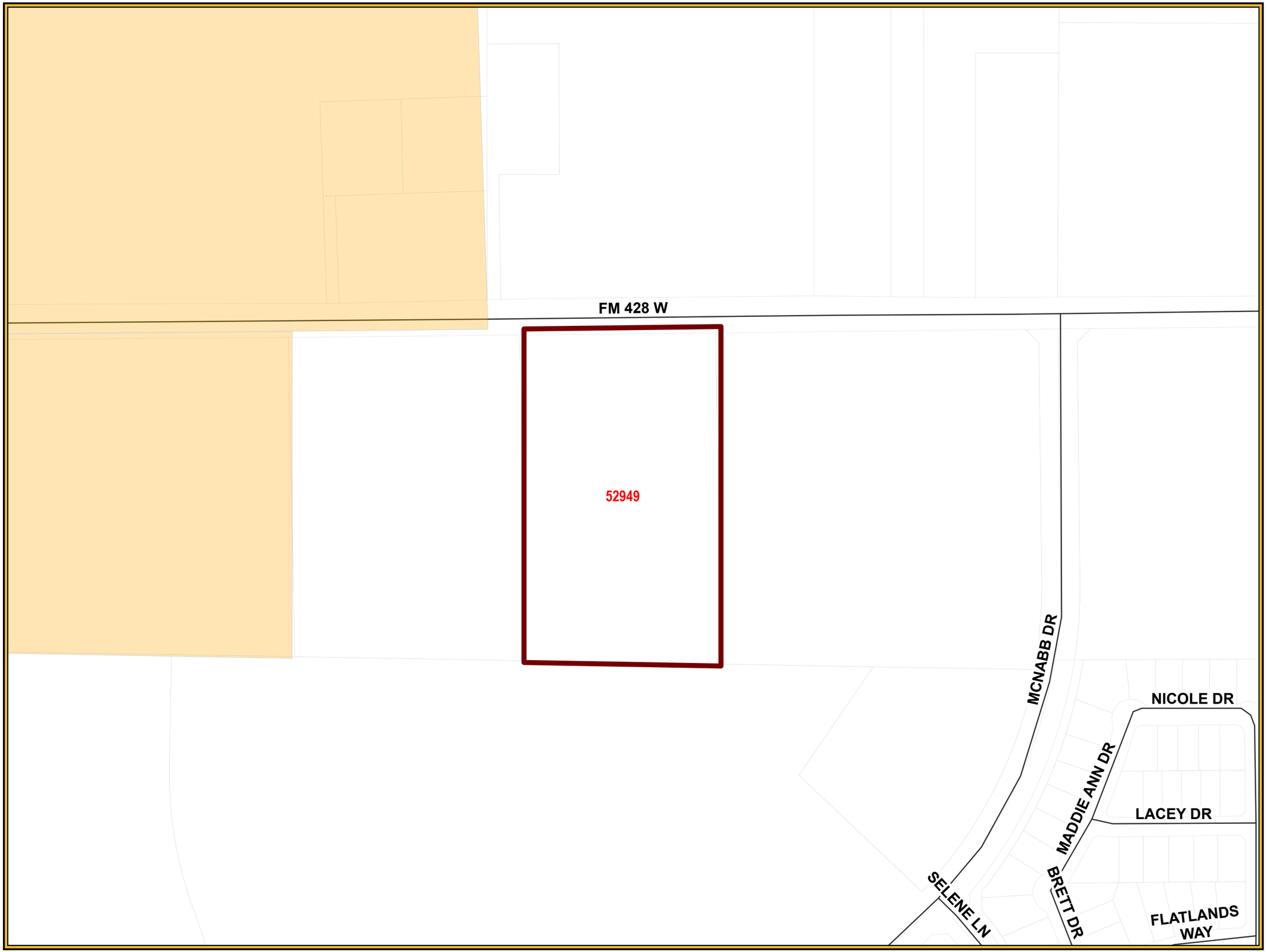
Background Information:
This request is for the zoning of approximately 11 acres, within City Limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N W E S

0 170 340 Feet

8/26/2025

CITY OF CELINA, TEXAS

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10.3 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 27, 2010**, as Instrument No. **2010-84346**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of

encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 27, 2010** as Instrument No. **2010-84346**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a

misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

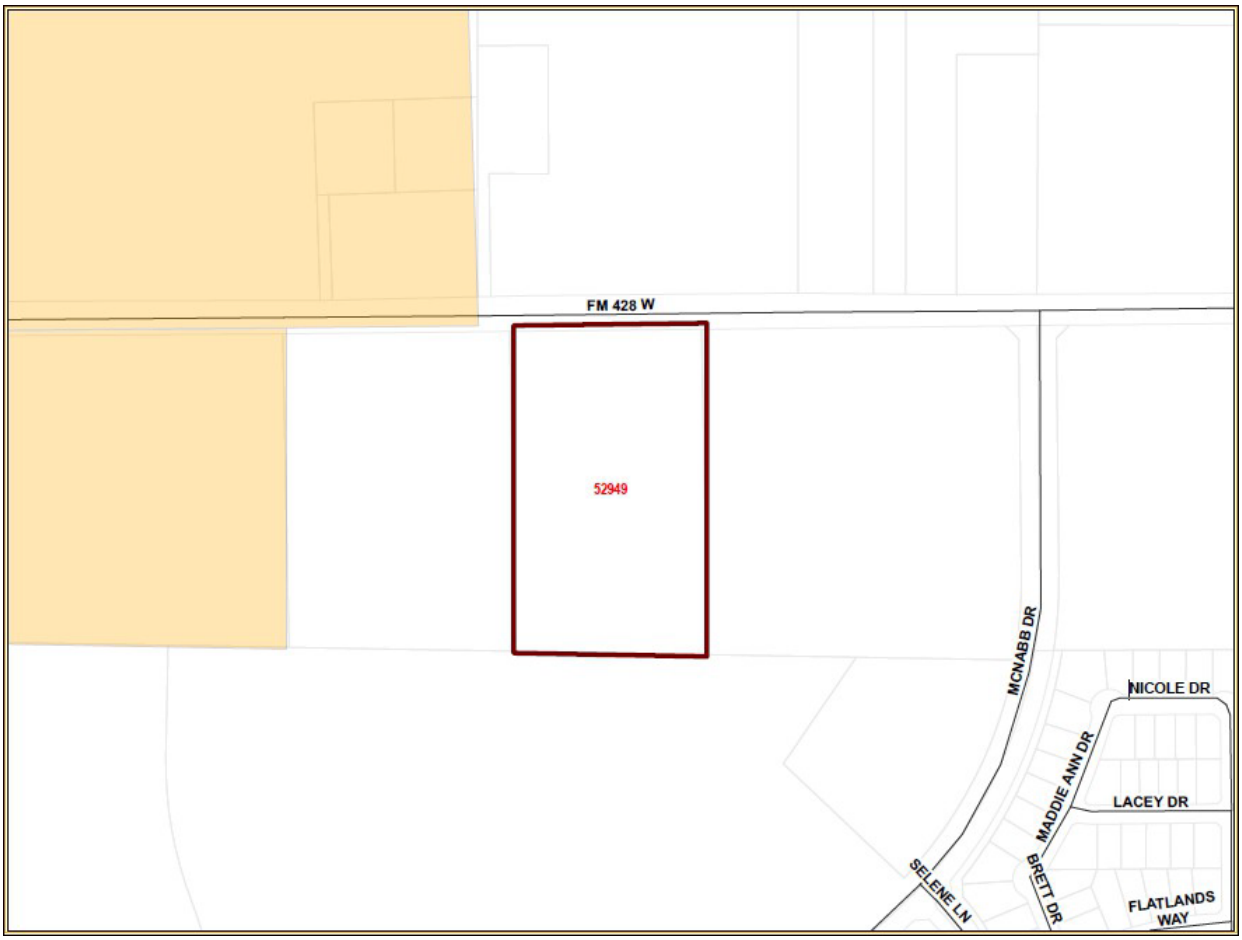
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 10.3 acre tract of land legally described as A0211A COWAN, TR 33, OLD DCAD SHT 2, TR #3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52949.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E,4E,5E, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #84822 to Agricultural District (AG), within City limits. (Kleineck)

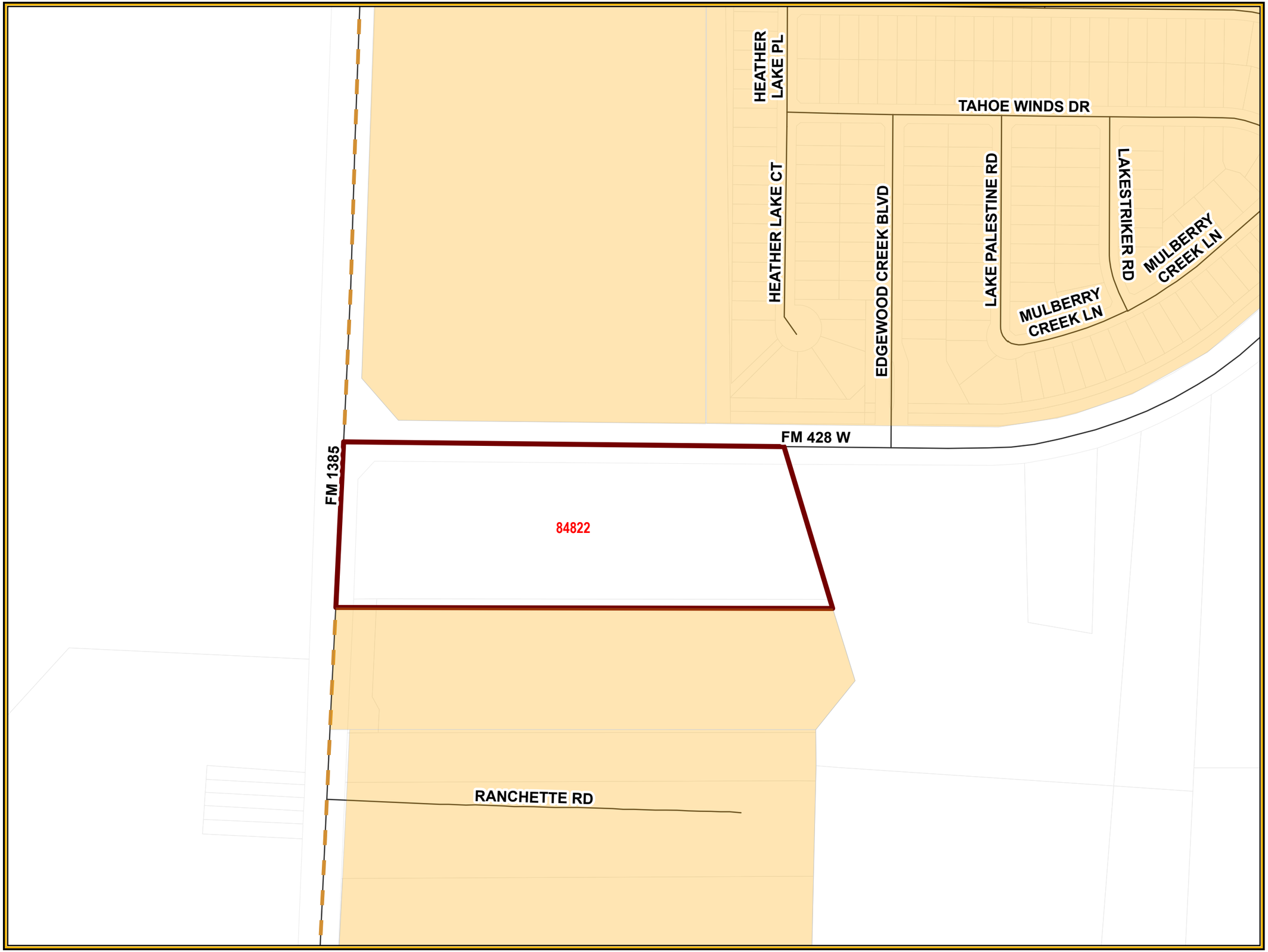
Background Information:
This request is for the zoning of approximately ten (10) acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

CITY OF CELINA, TEXAS

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10.0 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **September 27, 2010**, as Instrument No. **2010-92407**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of

encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **September 27, 2010** as Instrument No. **2010-92407**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a

misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E,4E,5E, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #84822.

EXHIBIT B
Property Exhibit

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: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 9.0 acre tract of land legally described as EASTERN HILLS ESTATES LOT 3, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #191267 to Agricultural District (AG), within City limits. (Kleineck)

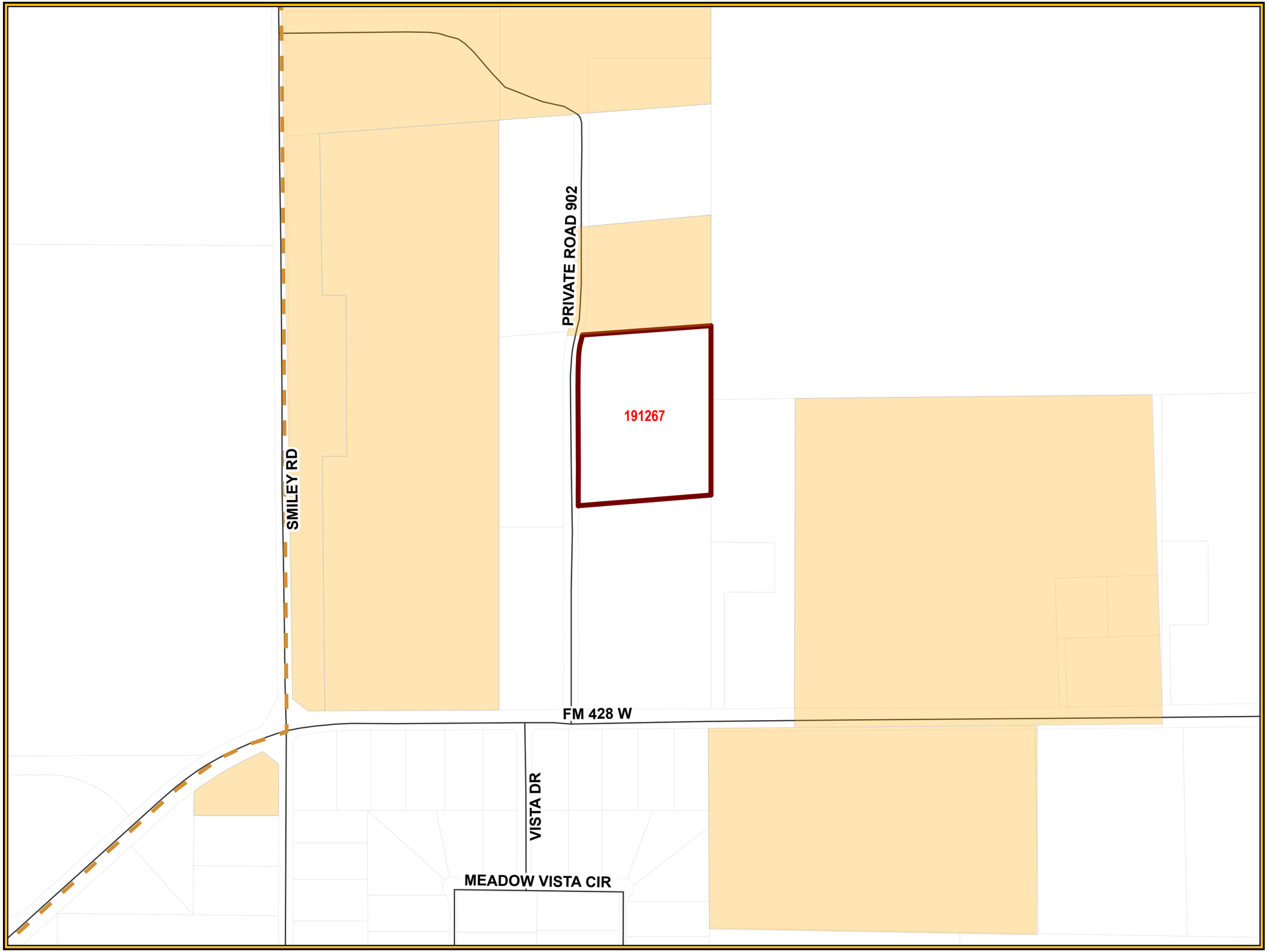
Background Information:
This request is for the zoning of approximately nine (9) acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

CITY OF CELINA, TEXAS

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 9.0 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 13, 2010**, as Instrument No. **2010-79339**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of

encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 13, 2010** as Instrument No. **2010-79339**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a

misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

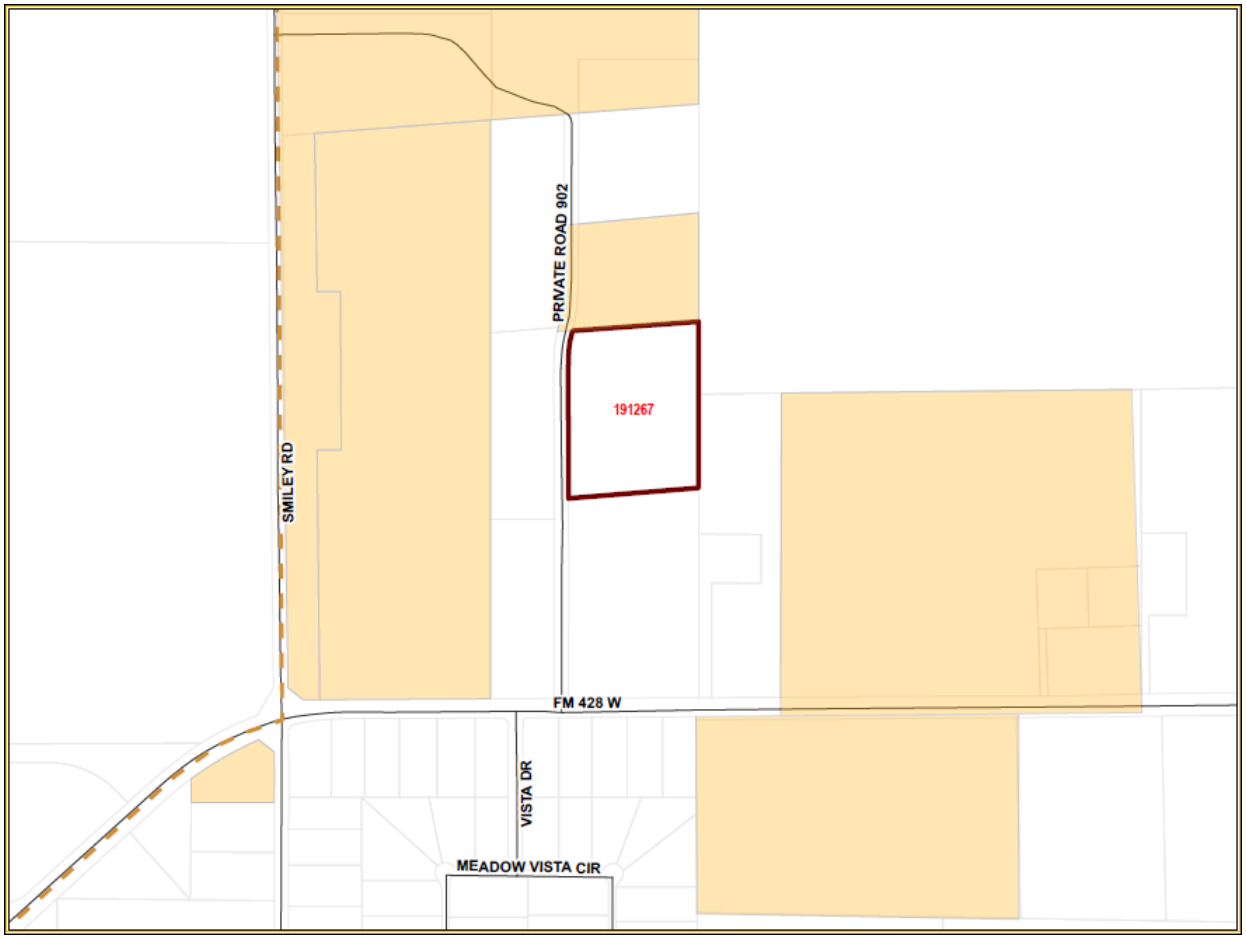
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 9.0 acre tract of land legally described as EASTERN HILLS ESTATES LOT 3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #191267.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 5.69 acre tract of land legally described as EASTERN HILLS ESTATES LOT 4, Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #195307 to Agricultural District (AG), within City limits. (Kleineck)

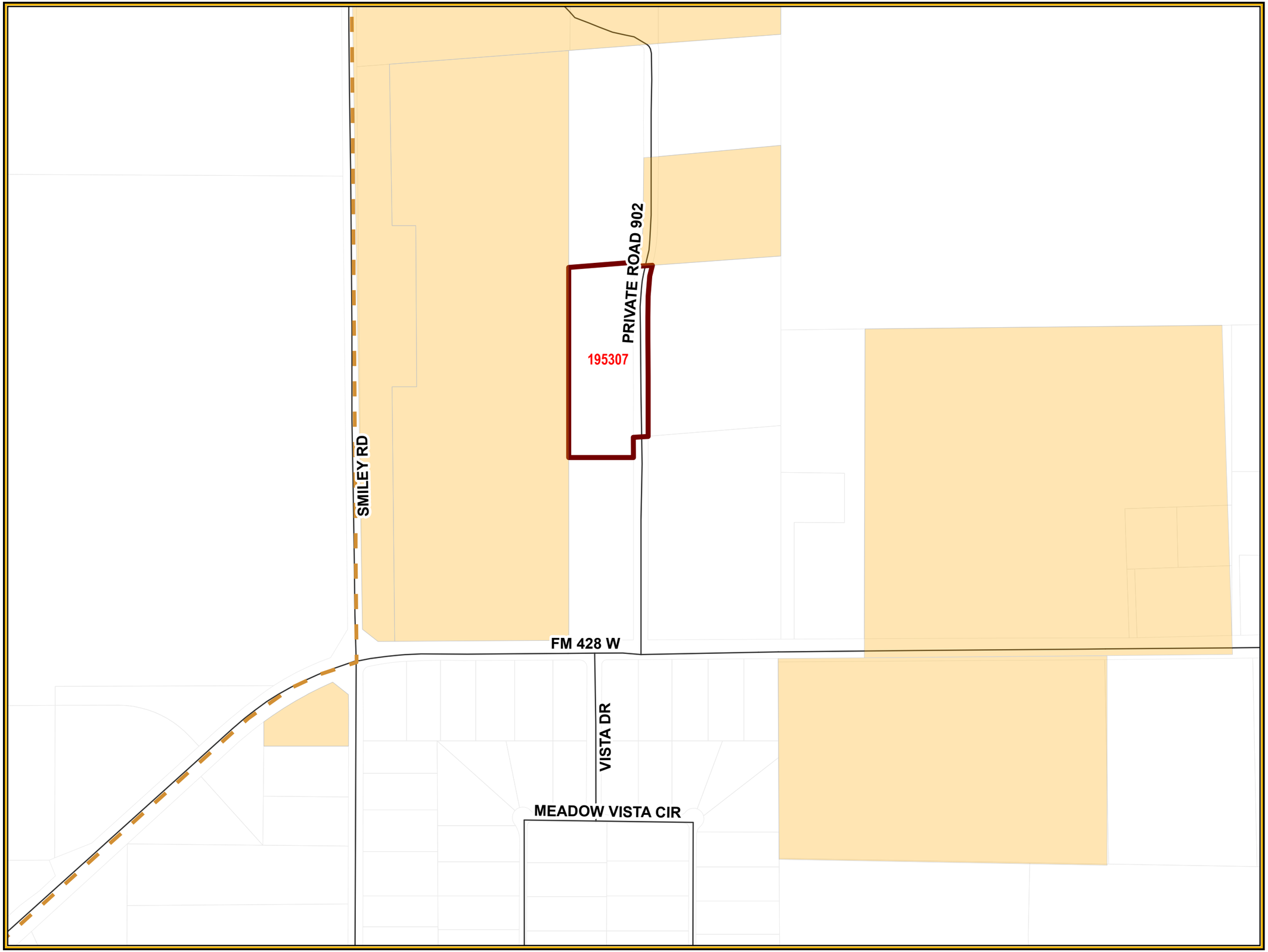
Background Information:
This request is for the zoning of approximately six (6) acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 5.69 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 13, 2010**, as Instrument No. **2010-79340**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of

encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 13, 2010** as Instrument No. **2010-79340**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a

misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

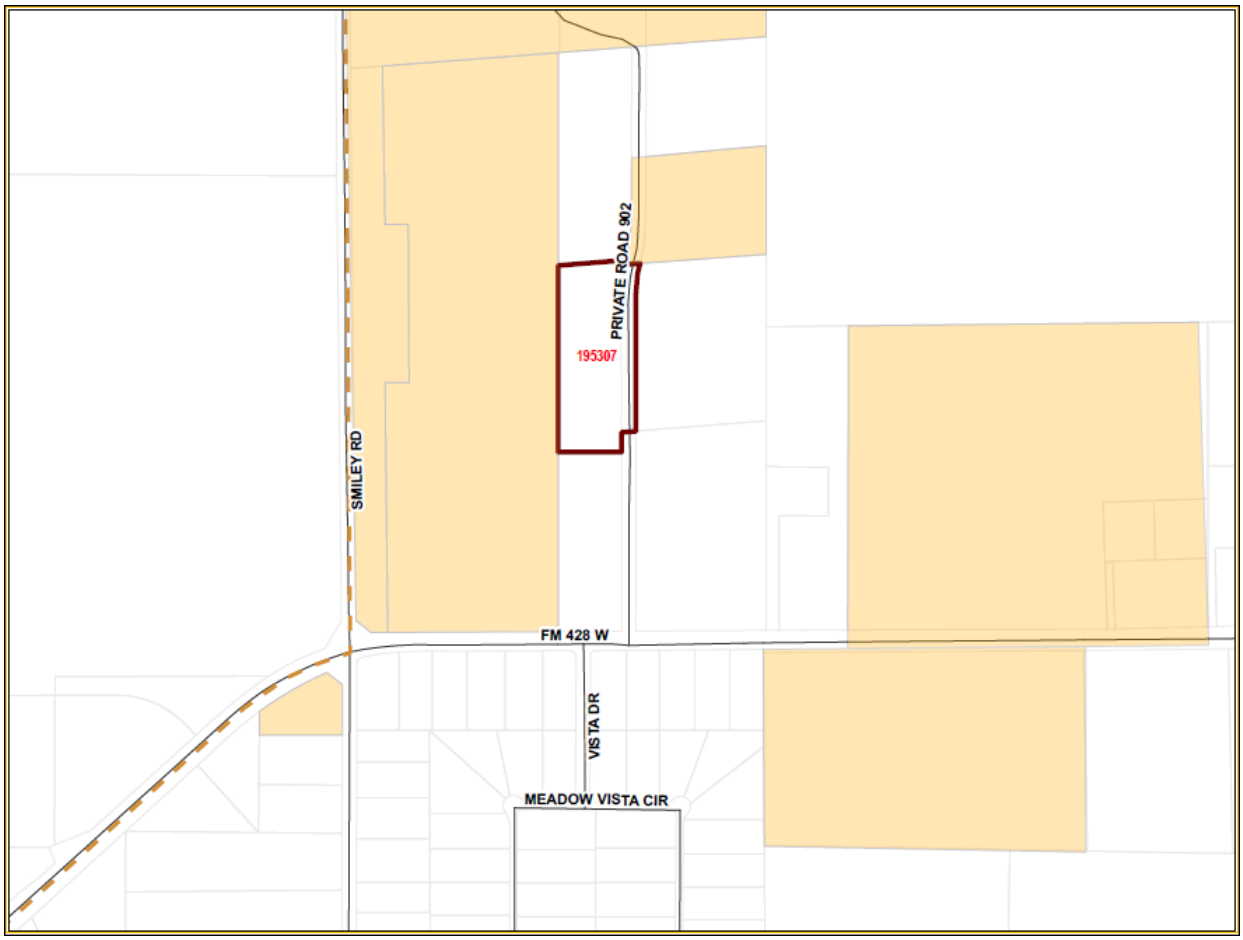
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 5.69 acre tract of land legally described as EASTERN HILLS ESTATES LOT 4, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #195307.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 2.0 acre tract of land legally described as A0211A COWAN, TR 12E(1), Denton County, Texas, as further identified in the Denton Central Appraisal District as Property ID #254098 to Agricultural District (AG), within City limits. (Kleineck)

Background Information:
This request is for the zoning of approximately two (2) acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

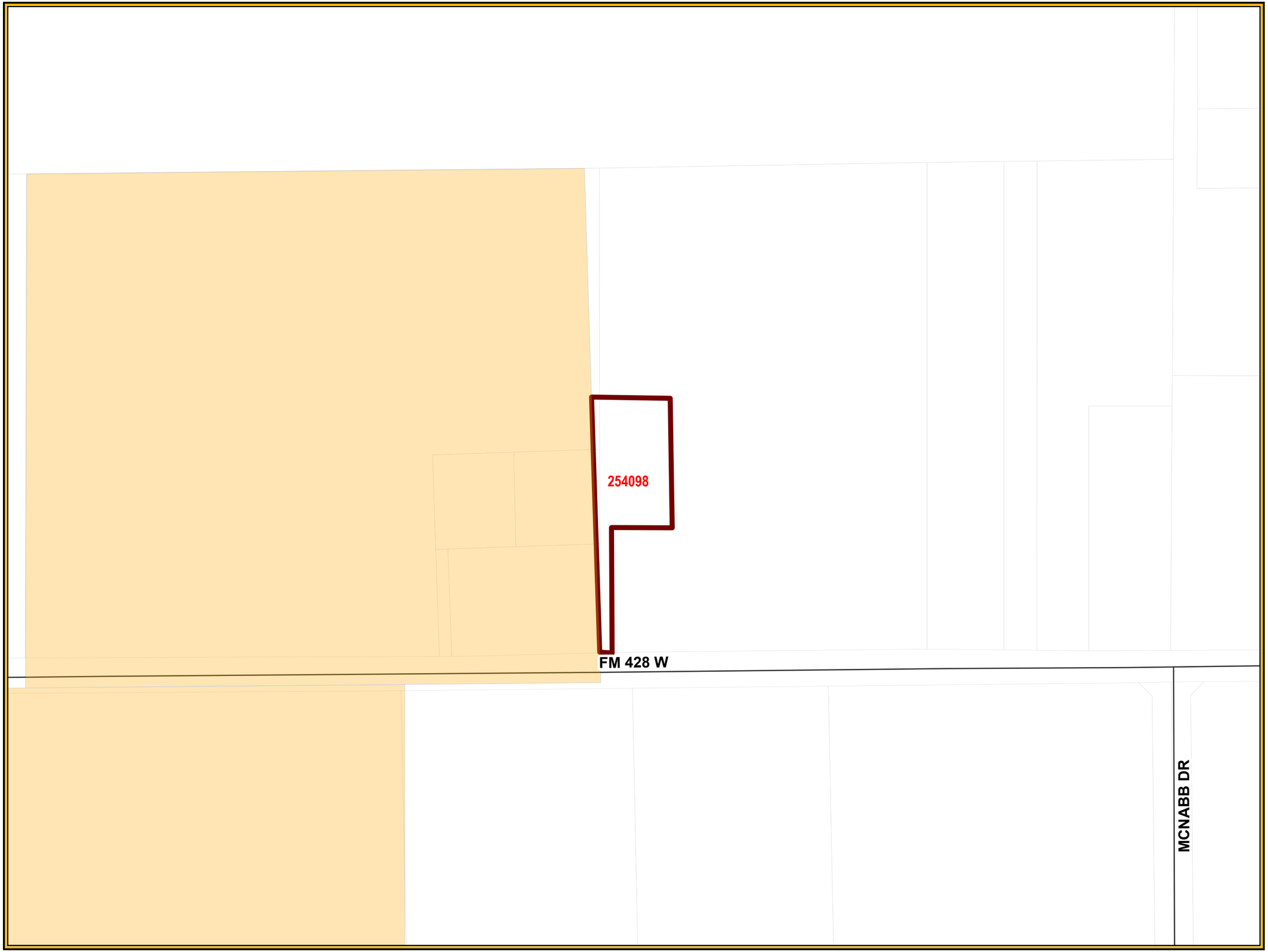
Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:

Staff recommends approval as presented.



Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 2.0 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 13, 2010**, as Instrument No. **2010-79341**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of

encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 13, 2010** as Instrument No. **2010-79341**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a

misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

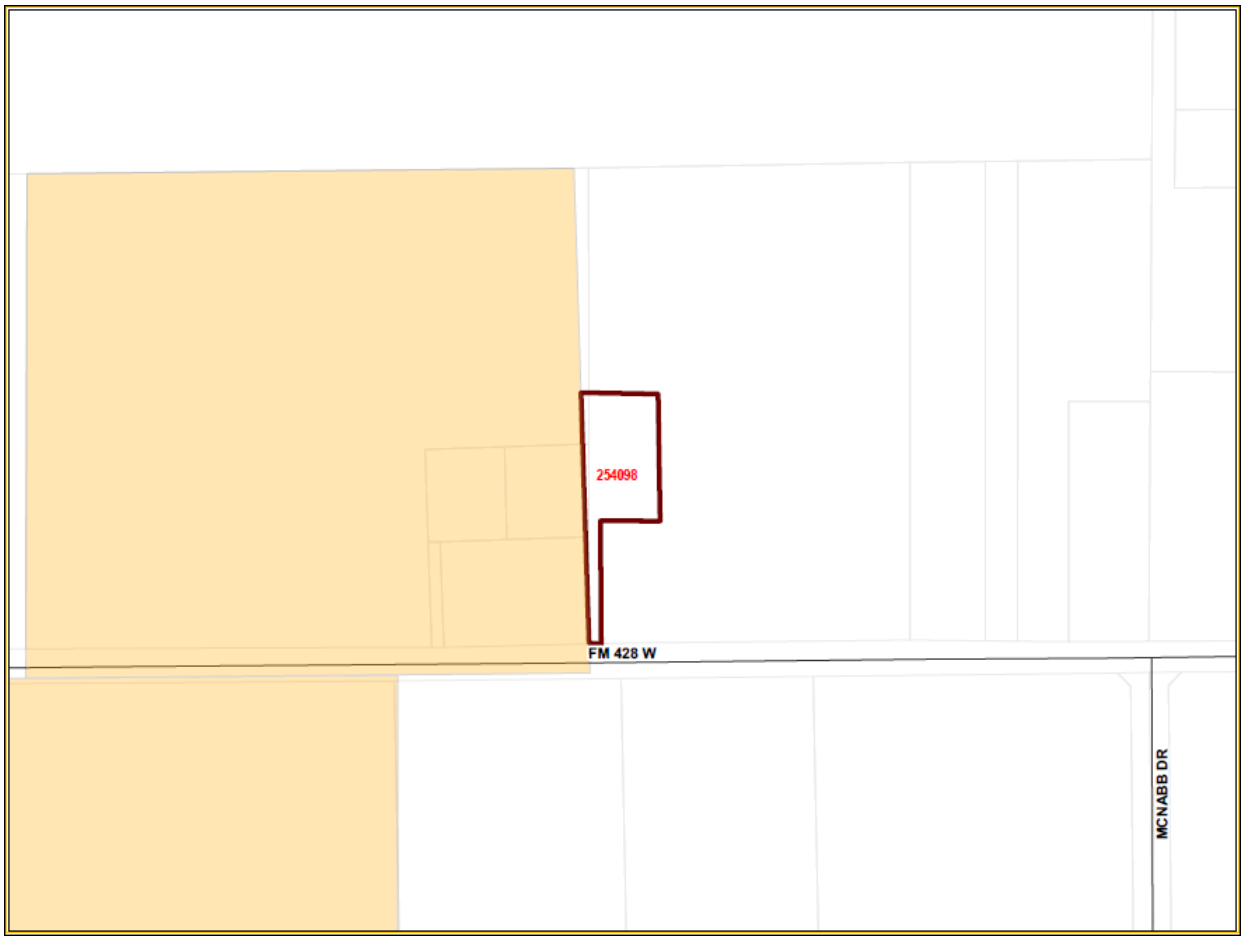
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 2.0 acre tract of land legally described as A0211A COWAN, TR 12E(1), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #254098.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 18.143 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 19, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #992135 to Agricultural District (AG), within City limits. (Kleineck)

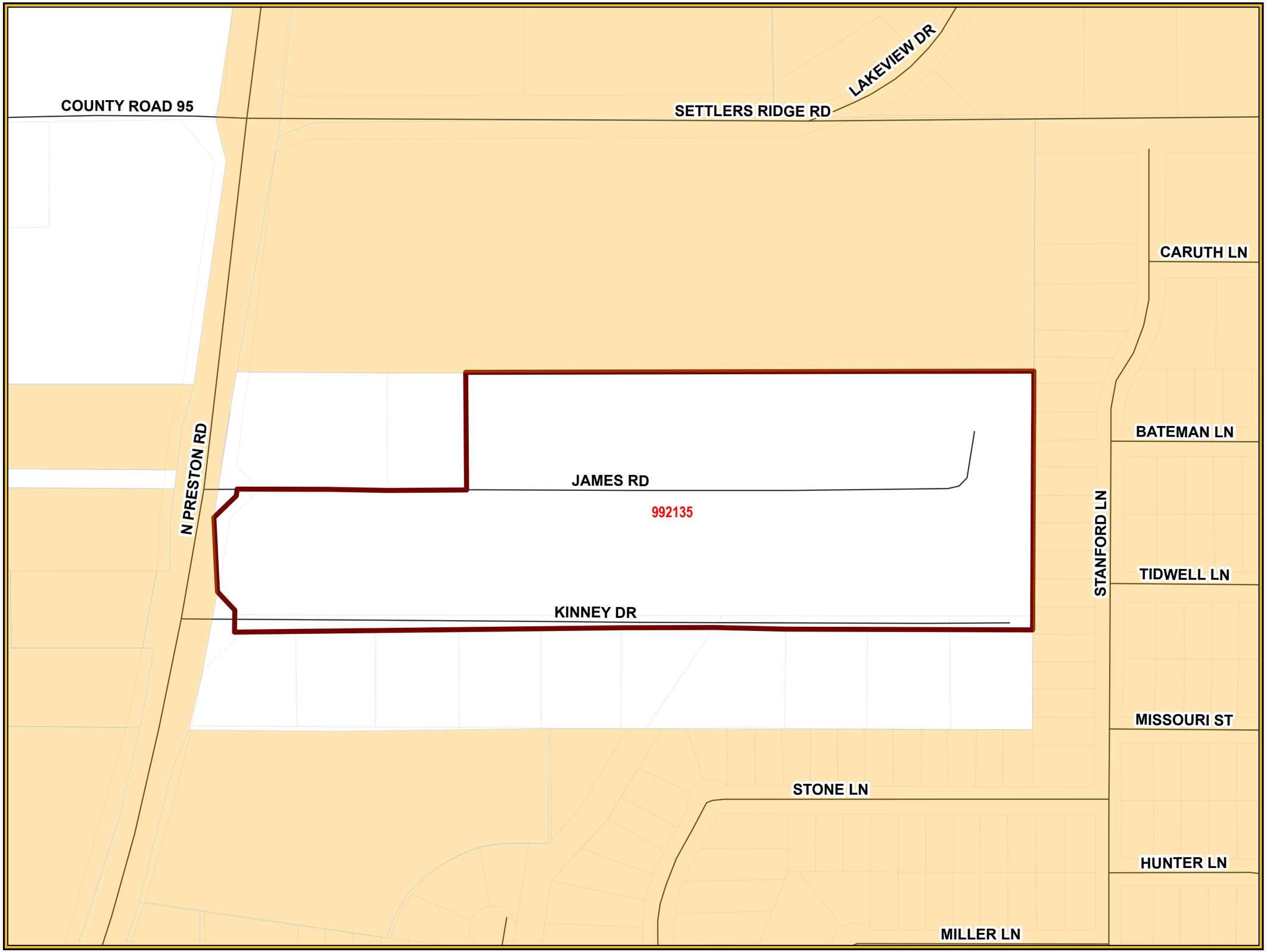
Background Information:
This request is for the zoning of approximately 19 acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 18.143 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 12, 2010**, as Instrument No. **20100812000840360**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of

encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 12, 2010** as Instrument No. **20100812000840360**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a

misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

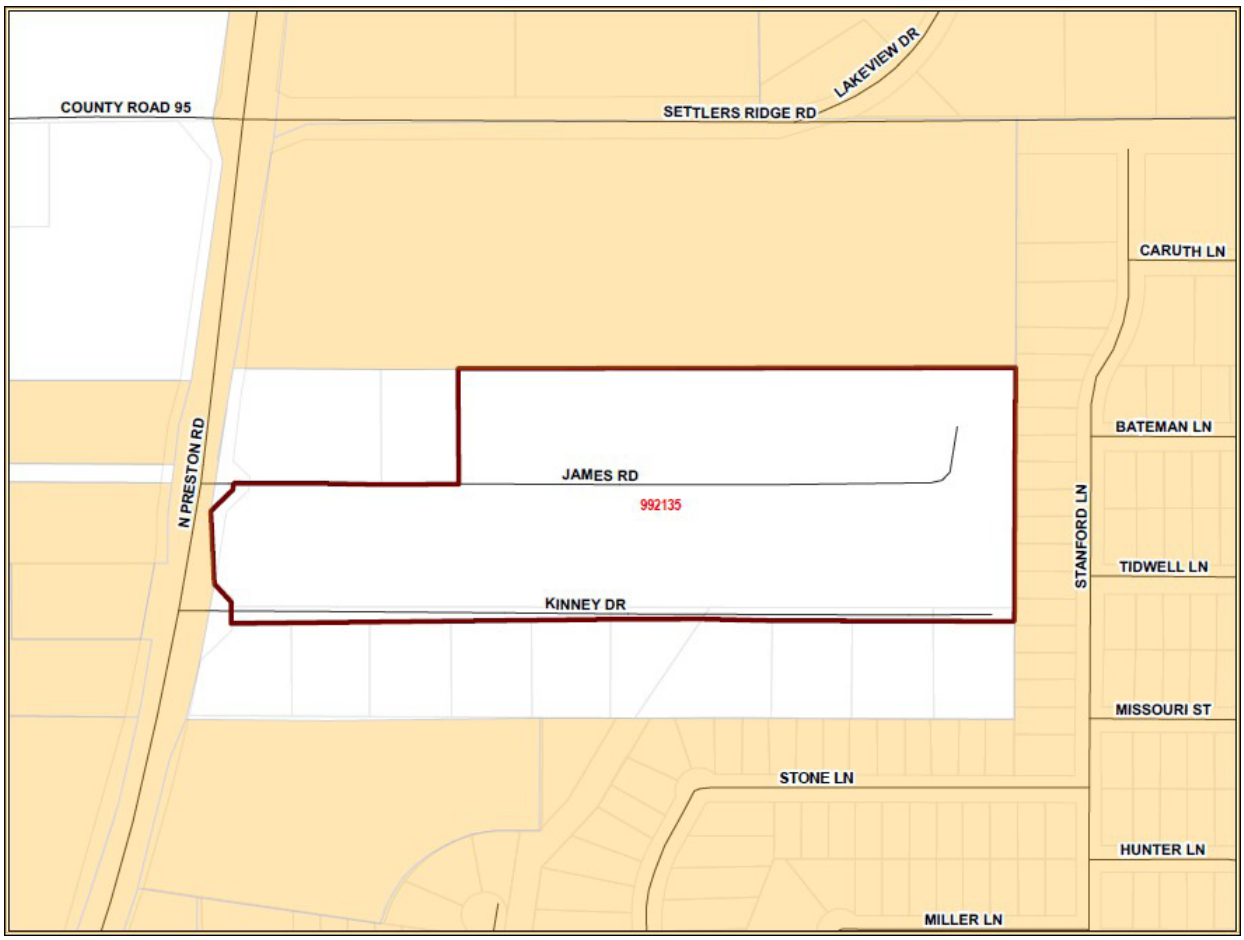
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 18.143 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 19, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #992135.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 4.0150 acre tract of land legally described as PRESTON 450 ADDITION, LOT 39, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P RY CO SURVEY, TRACT 18, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1584501 to Agricultural District (AG), within City limits. (Kleineck)

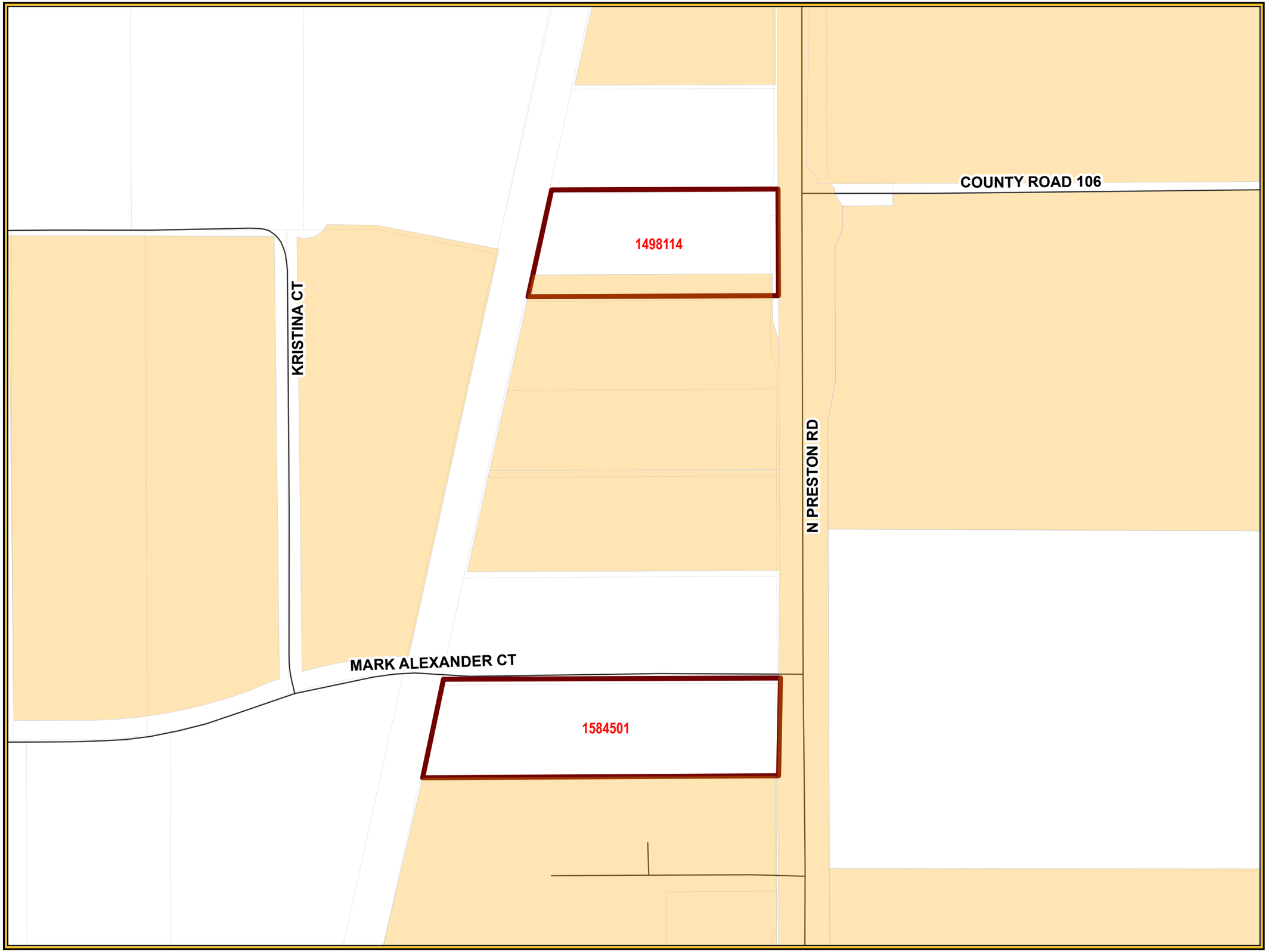
Background Information:
This request is for the zoning of approximately 10 acres across multiple properties, generally located within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 9.295 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **July 13, 2010**, as Instrument No. **20100713000719520**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for

annexation, filed in the land records on **July 13, 2010** as Instrument No. **20100713000719520**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 4.0150 acre tract of land legally described as PRESTON 450 ADDITION, LOT 39, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P RY CO SURVEY, TRACT 18, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1584501.

EXHIBIT B
Property Exhibit

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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2121068 to Agricultural District (AG), within City limits. (Kleineck)

Background Information:
This request is for the zoning of approximately 20 acres across multiple properties, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 19.316 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **October 22, 2010**, as Instrument No. **20101022001153840**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for

annexation, filed in the land records on **October 22, 2010** as Instrument No. **20101022001153840**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2121068.

EXHIBIT B
Property Exhibit

2121068
COUNTY ROAD 95
N PRESTON RD
SETTLERS RIDGE RD
LINDY LN
JAMES RD

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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 24.086 acre tract of land legally described as ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 1, TRACT 9, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2122500 to Agricultural District (AG), within City limits. (Kleineck)

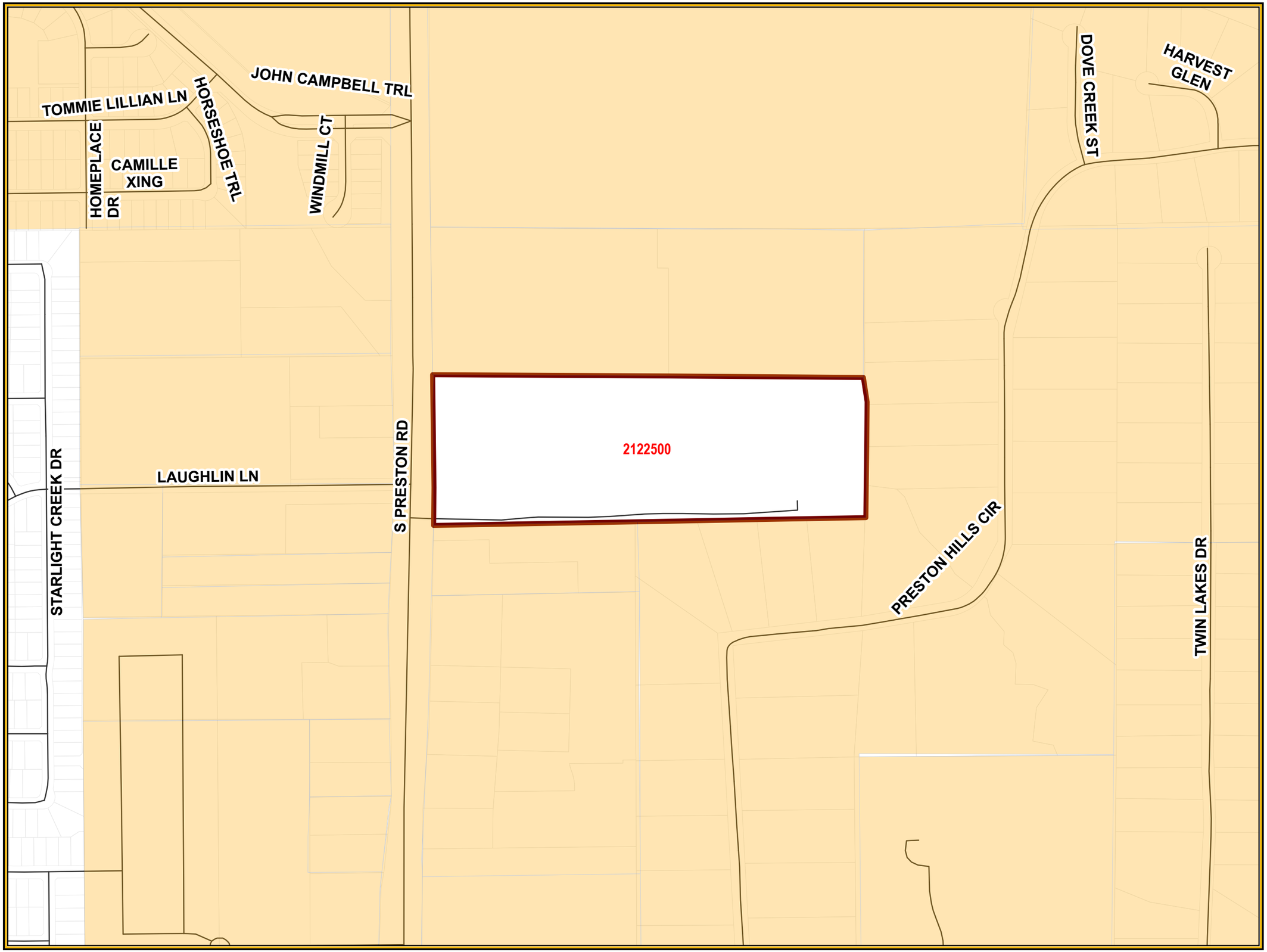
Background Information:
This request is for the zoning of approximately 25 acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 24.086 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **October 15, 2010**, as Instrument No. **20101015001120850**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **October 15, 2010** as Instrument No. **20101015001120850**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

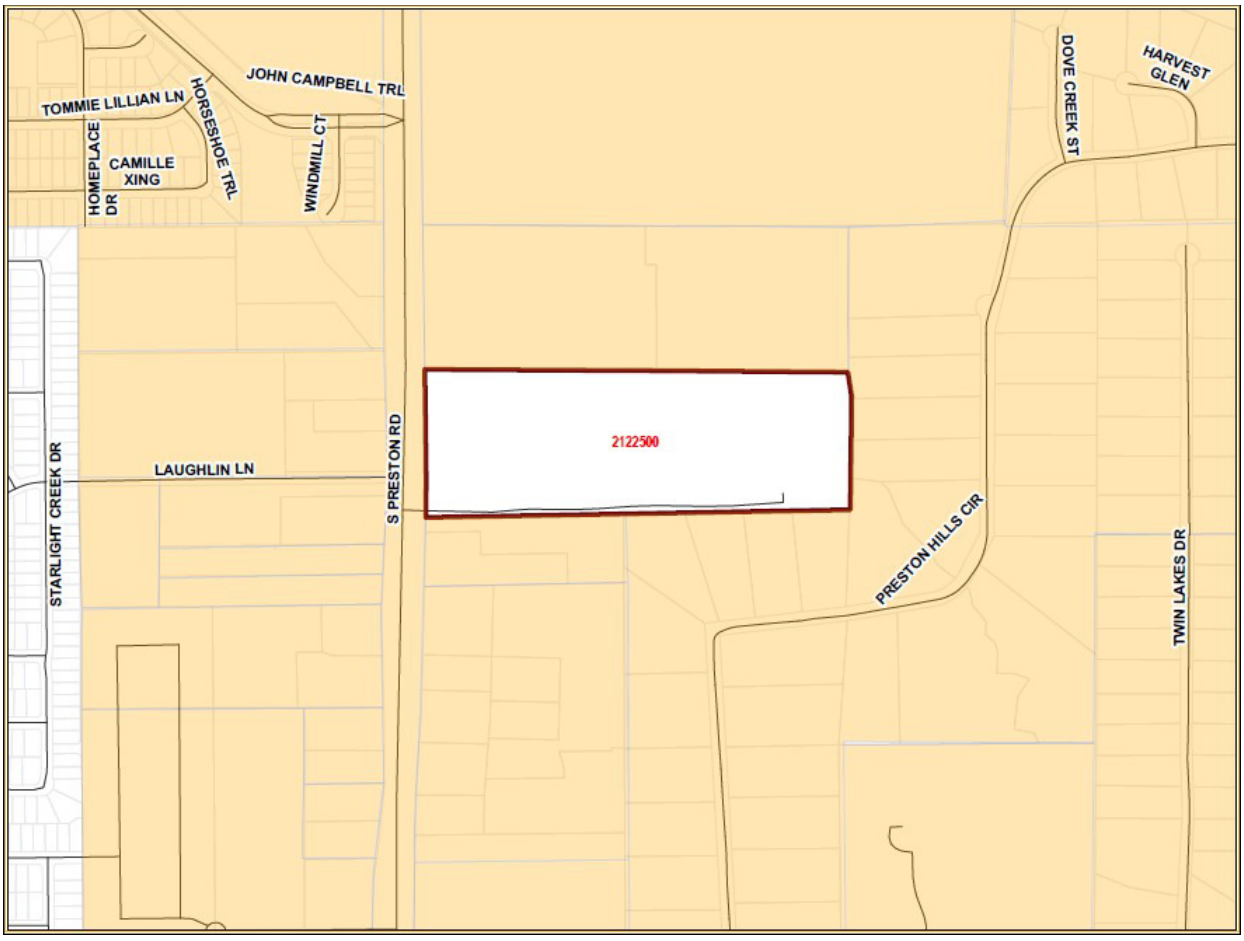
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 24.086 acre tract of land legally described as ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 1, TRACT 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2122500.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 3.117 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 76, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507331; an approximately 2.715 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 77, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507332; an approximately 2.15 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 78, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507333; and an approximately 3.011 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 79, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2507334 to Agricultural District (AG), within City limits. (Kleineck)

Background Information:
This request is for the zoning of approximately 11 acres across multiple properties, generally located within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

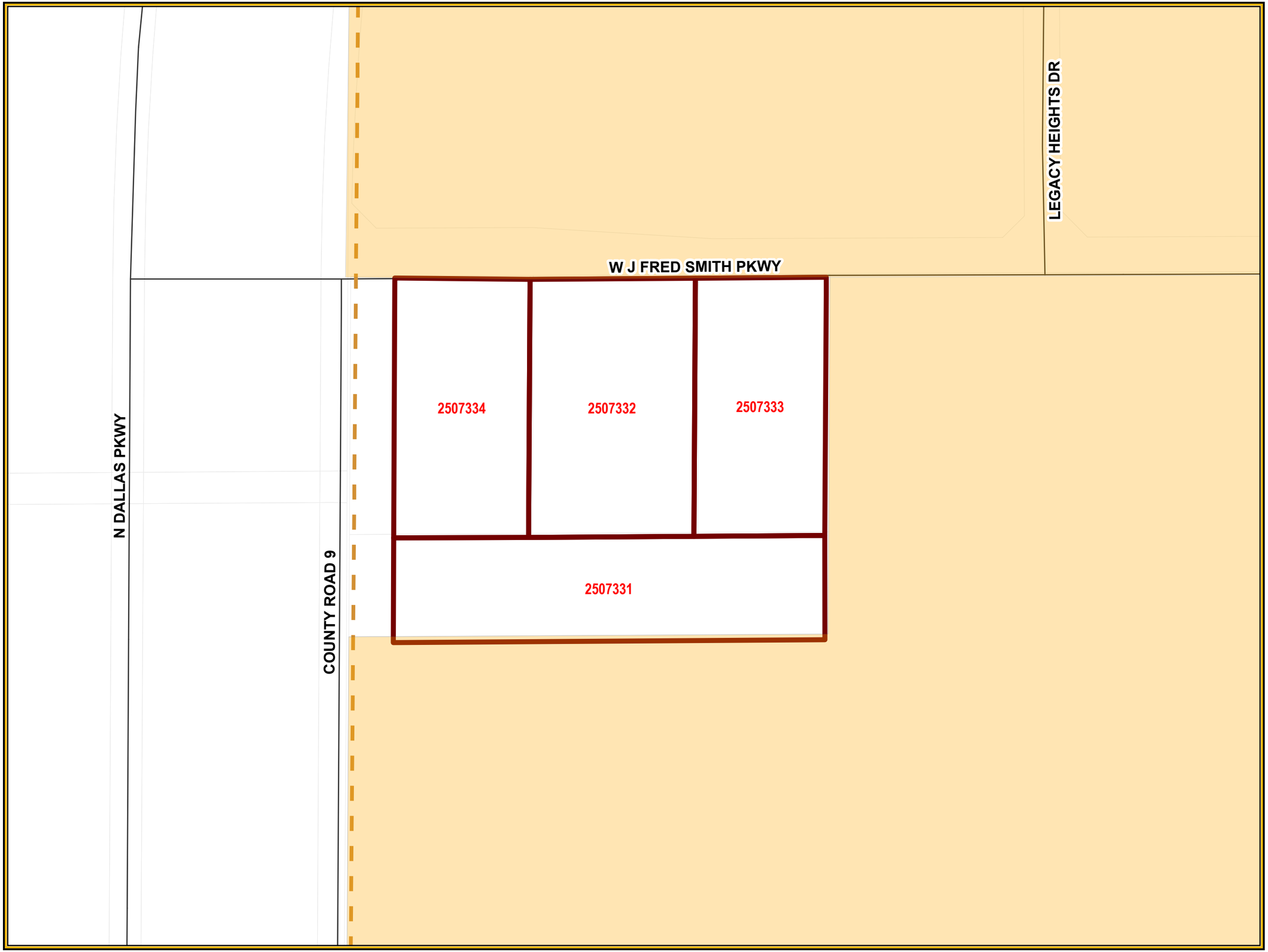
Supporting Documents:

1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:

Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10.993 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **September 16, 2010**, as Instrument No. **20100916000989040**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **September 16, 2010** as Instrument No. **20100916000989040**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

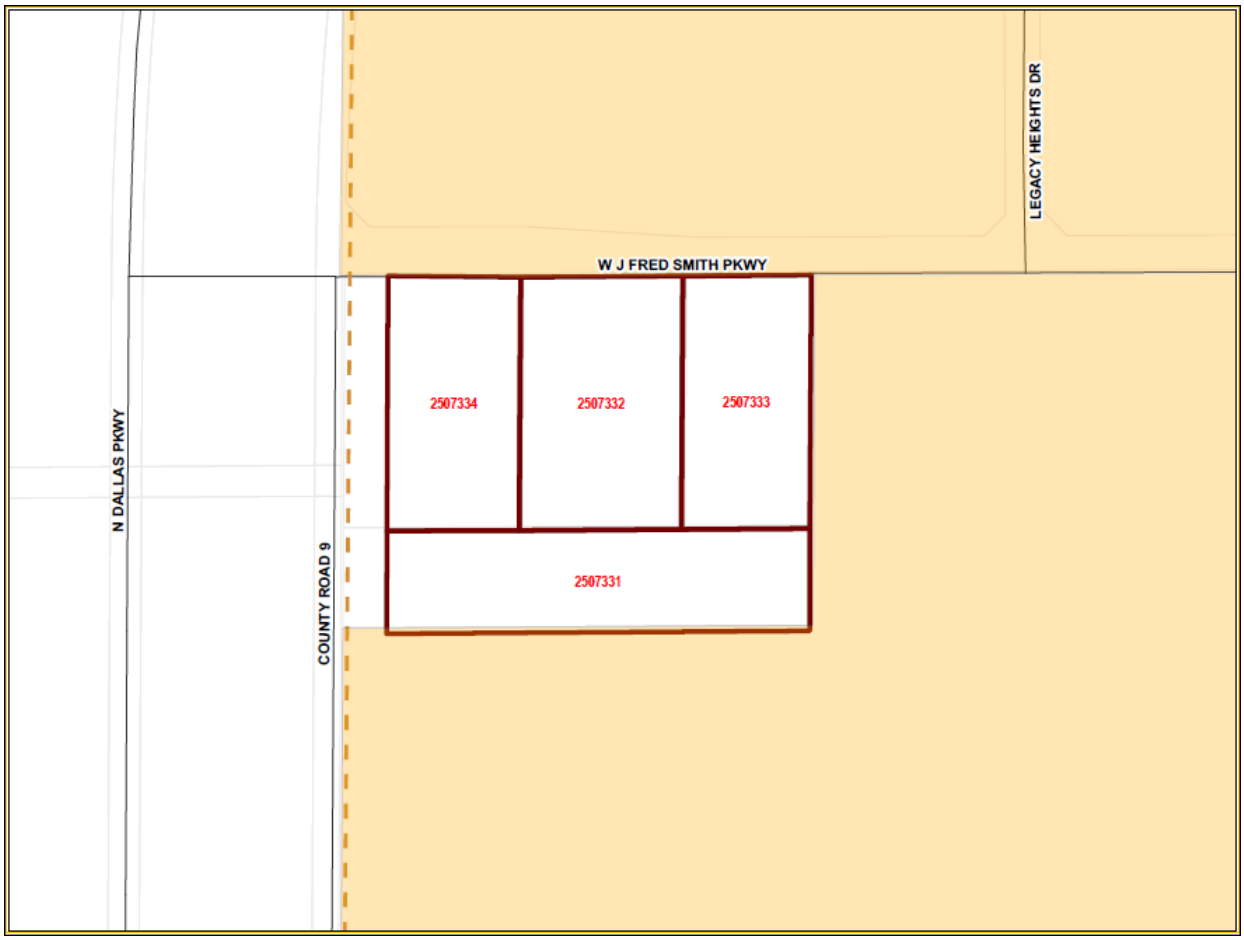
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 3.117 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 76, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507331; an approximately 2.715 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 77, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507332; an approximately 2.15 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 78, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507333; and an approximately 3.011 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 79, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507334.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 3.23 acre tract of land legally described as ABS A0779 LEVIN ROUTH SURVEY, TRACT 12, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2647903 to Agricultural District (AG), within City limits. (Kleineck)

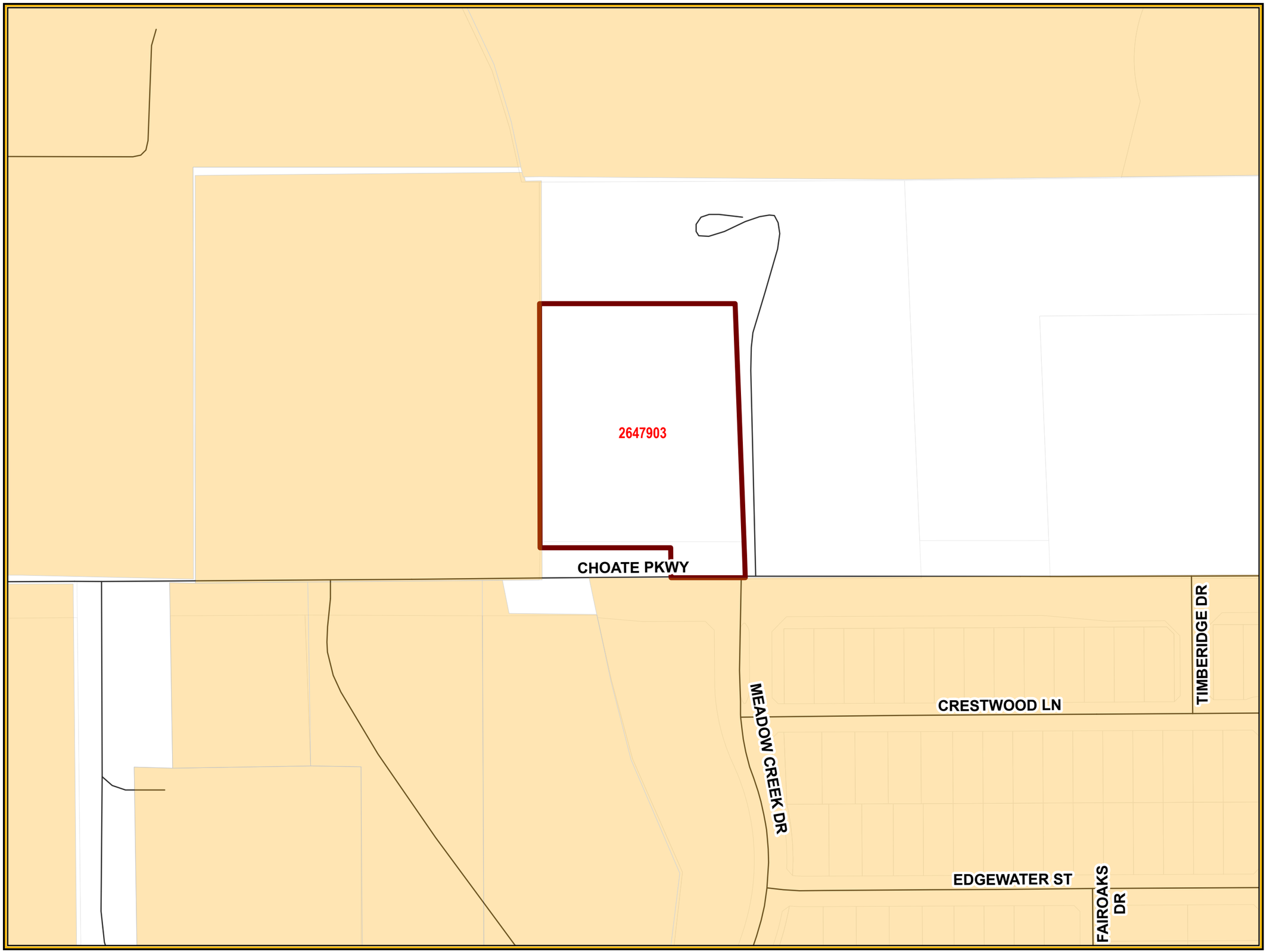
Background Information:
This request is for the zoning of approximately four (4) acres, within City limits. The proposed zoning is associated with the expiration of a 5-year pre-annexation agreement and subsequent annexation. In 2020, the City entered into a contract agreeing not to annex the subject property until the voluntary conclusion of the term. With the expiration of the agreement, City Council approved the annexation of the property on September 9, 2025. The property will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 3.23 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **March 18, 2021**, as Instrument No. **20210318000542240**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for

annexation, filed in the land records on **March 18, 2021** as Instrument No. **20210318000542240**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

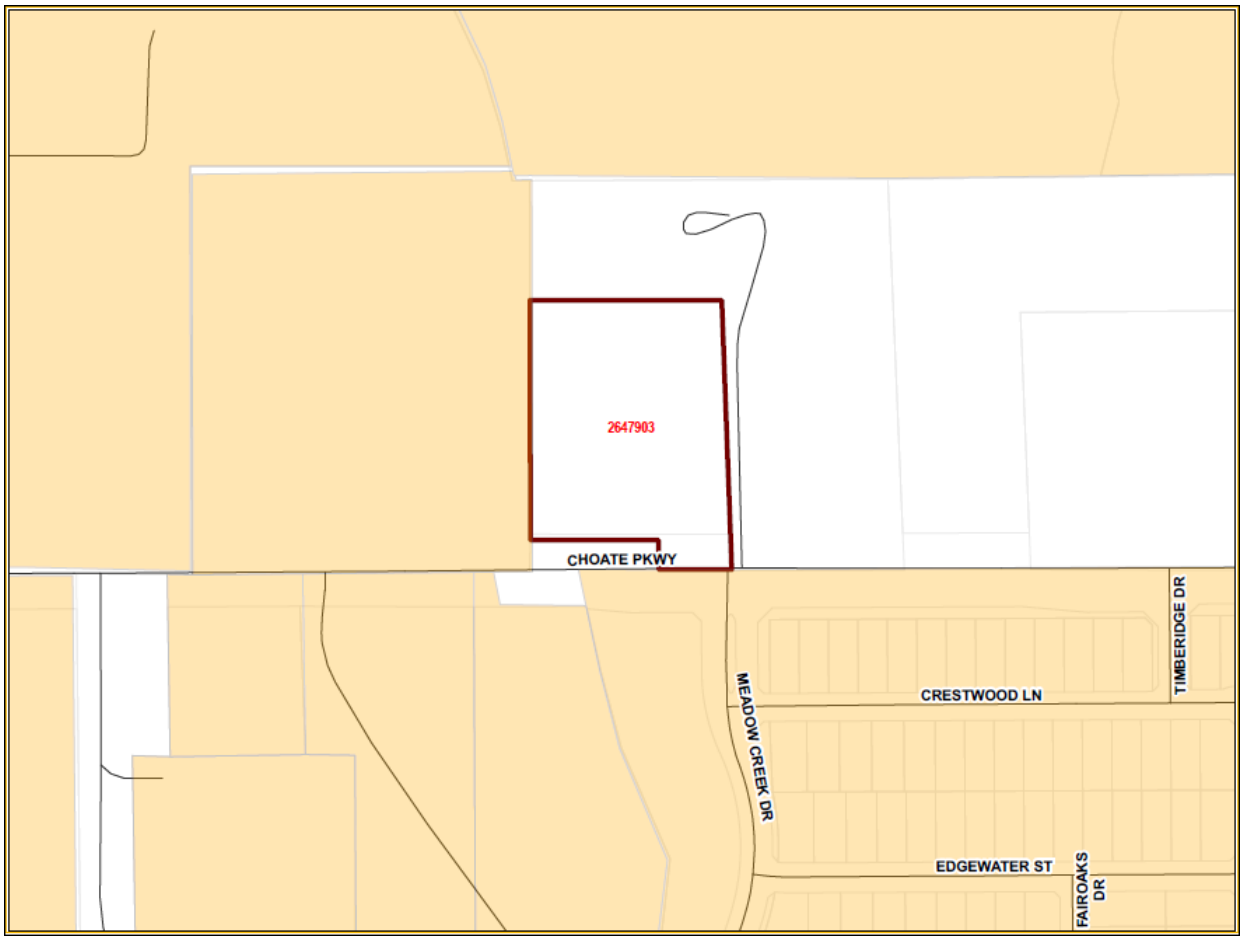
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 3.23 acre tract of land legally described as ABS A0779 LEVIN ROUTH SURVEY, TRACT 12, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2647903.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 39.437 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 9, Collin County, Texas, as further identified in the Collin Centra Appraisal District as Property ID #2688521 to Agricultural District (AG), within City limits. (Kleineck)

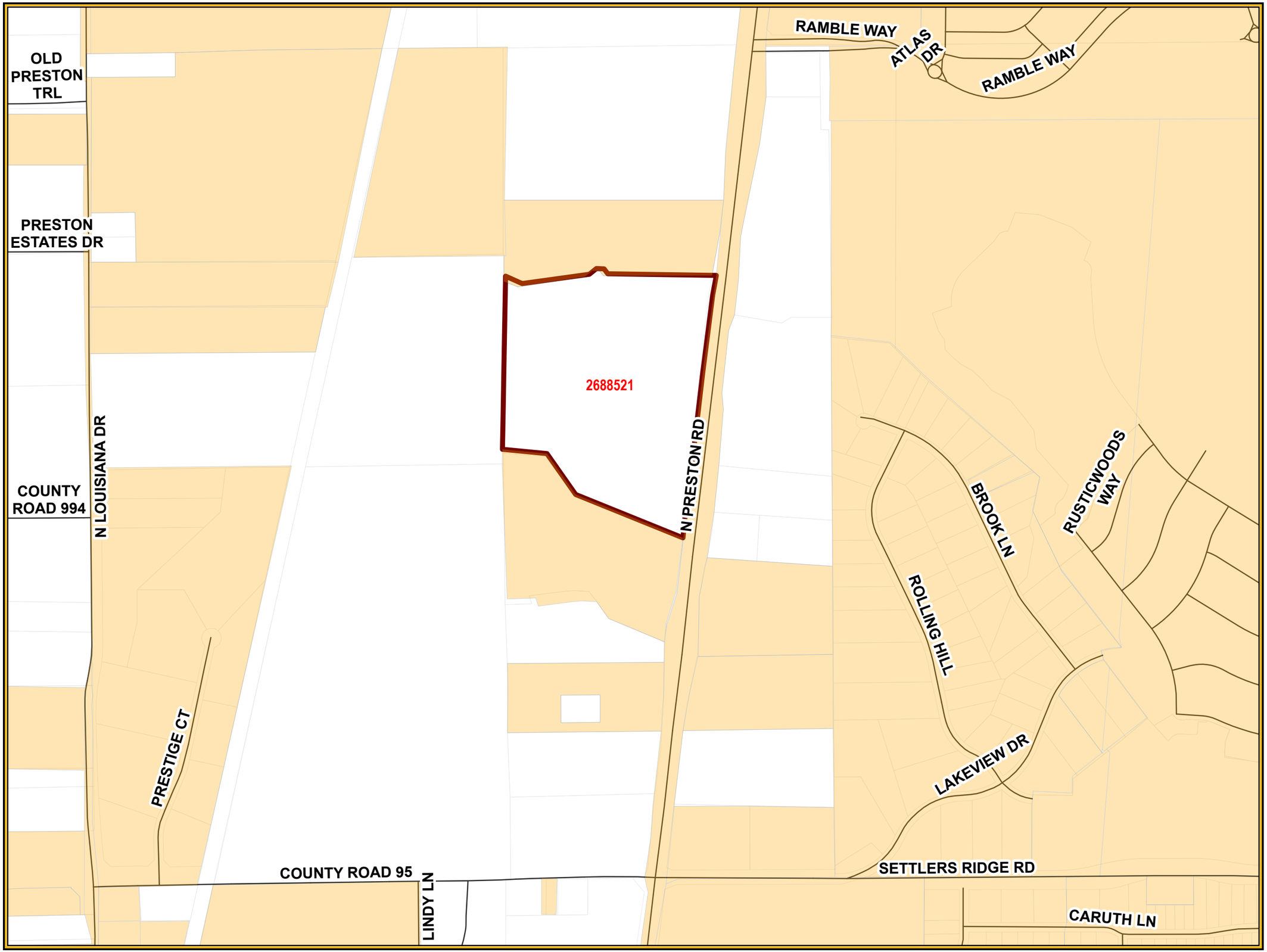
Background Information:
This request is for the zoning of approximately 40 acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
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0 425 850 Feet

8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 39.437 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 12, 2010**, as Instrument No. **20100812000840320**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 12, 2010** as Instrument No. **20100812000840320**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

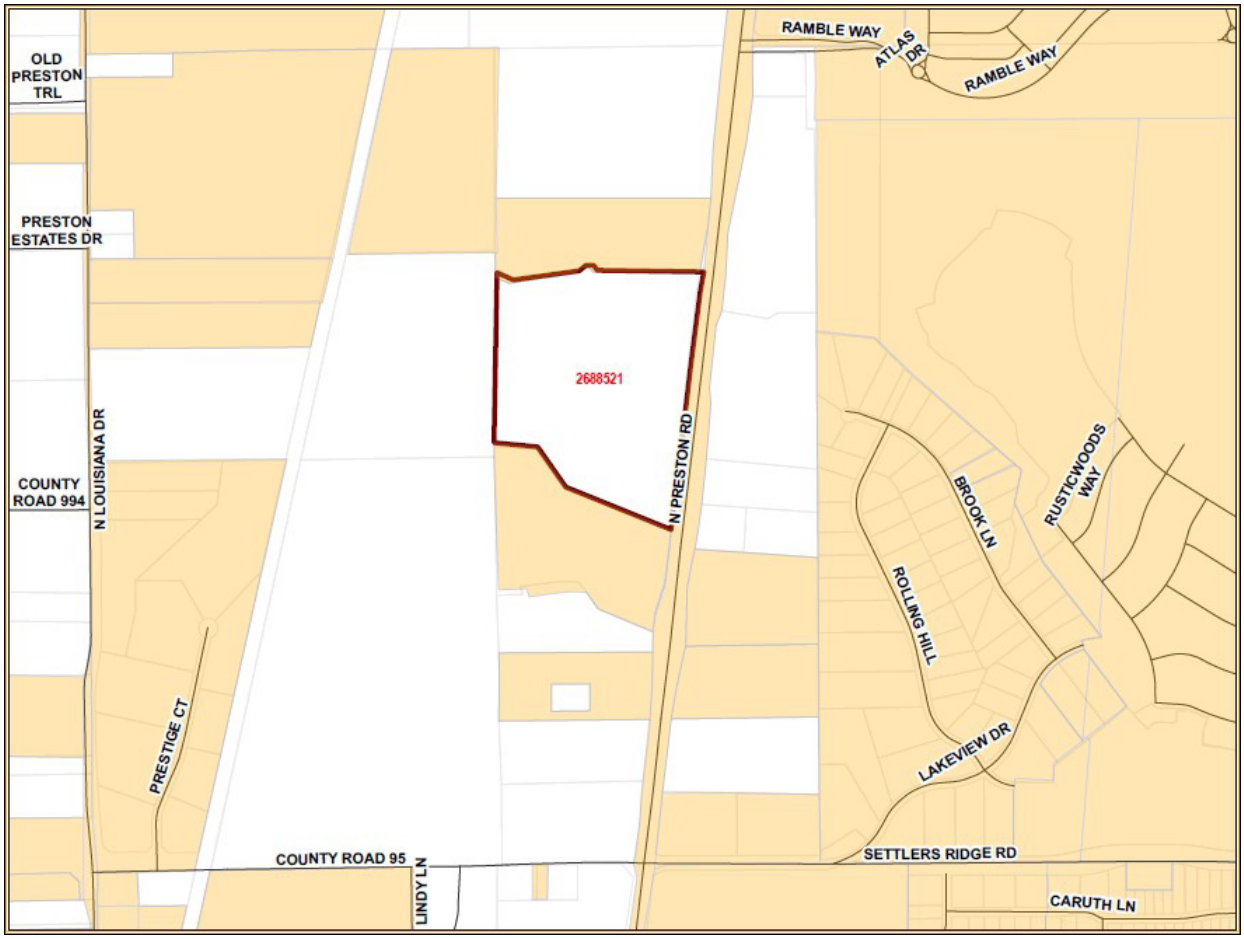
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 39.437 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2688521.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 8.376 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 11, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2714384 to Agricultural District (AG), within City limits. (Kleineck)

Background Information:
This request is for the zoning of approximately 9 acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

COUNTY ROAD 95
SETTLERS RIDGE RD
LAKEVIEW DR
N PRESTON RD
2714384
LINDY LN
JAMES RD
KINNEY DR
BANKS ST
STONE LN

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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0 170 340 Feet

8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 8.376 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 12, 2010**, as Instrument No. **20100812000840380**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 12, 2010** as Instrument No. **20100812000840380**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

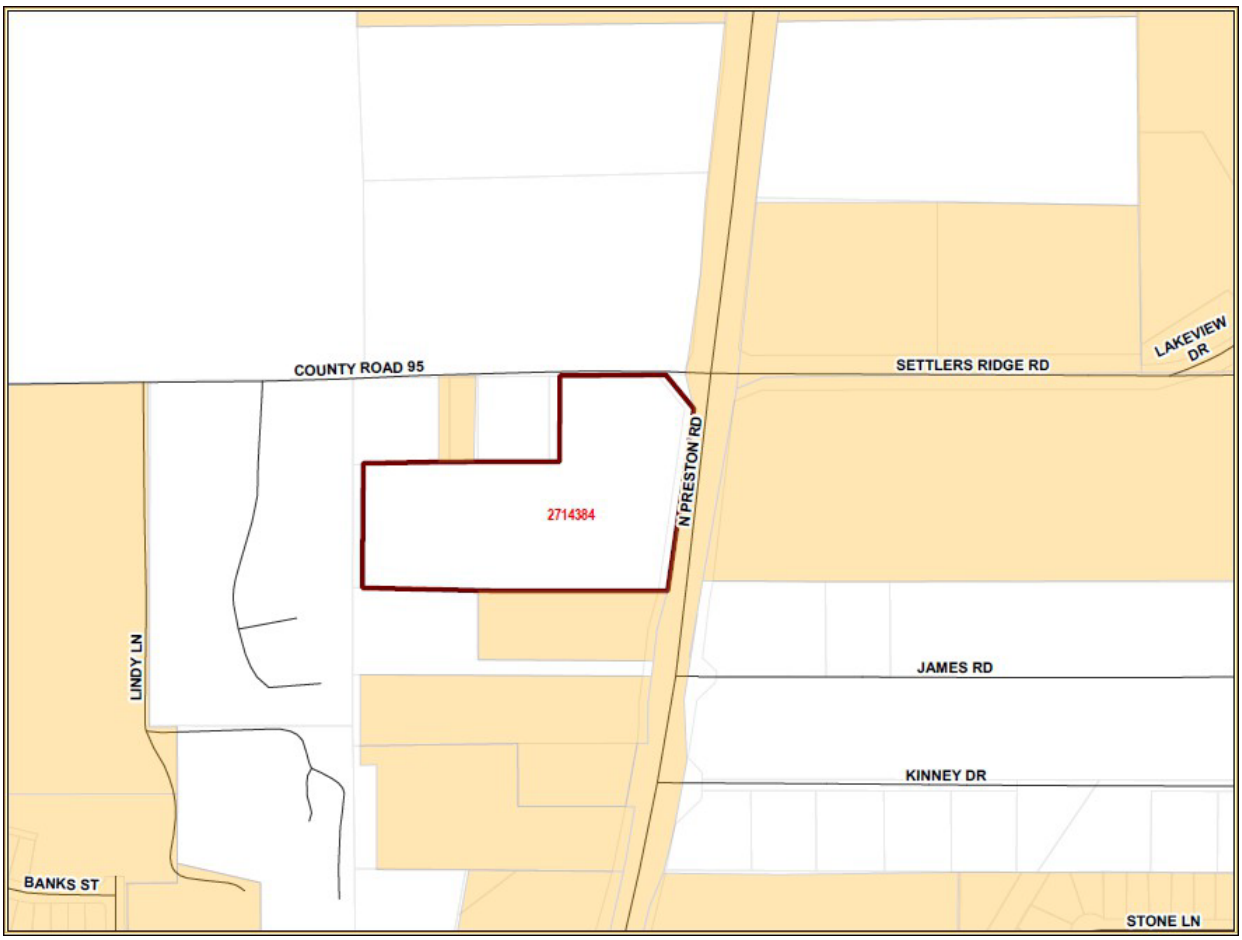
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 8.376 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 11, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2714384.

EXHIBIT B
Property Exhibit



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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 16.369 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 26, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #2741350 to Agricultural District (AG), within City limits. (Kleineck)

Background Information:
This request is for the zoning an approximately 17 acres, within City limits. The proposed zoning is associated with the expiration of several pre-annexation agreements and subsequent annexation. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With the expiration of those agreements, City Council approved the annexation of the properties on September 9, 2025. The properties will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

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W E
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0 250 500 Feet

8/26/2025

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 16.369 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 12, 2010**, as Instrument No. **20100812000840310**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 12, 2010** as Instrument No. **20100812000840310**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

Section 3. Zoning Designation. That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the Property as Agricultural District (AG). The Property shall be subject to all applicable City ordinances and regulations governing an Agricultural District (AG).

Section 4. Revision of Zoning Map. The Zoning Map of the City, adopted by Chapter 14 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

Section 5. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation.

The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximately 16.369 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 26, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2741350.

EXHIBIT B
Property Exhibit

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: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin Central Appraisal District as Property ID #962612. (Kleineck)

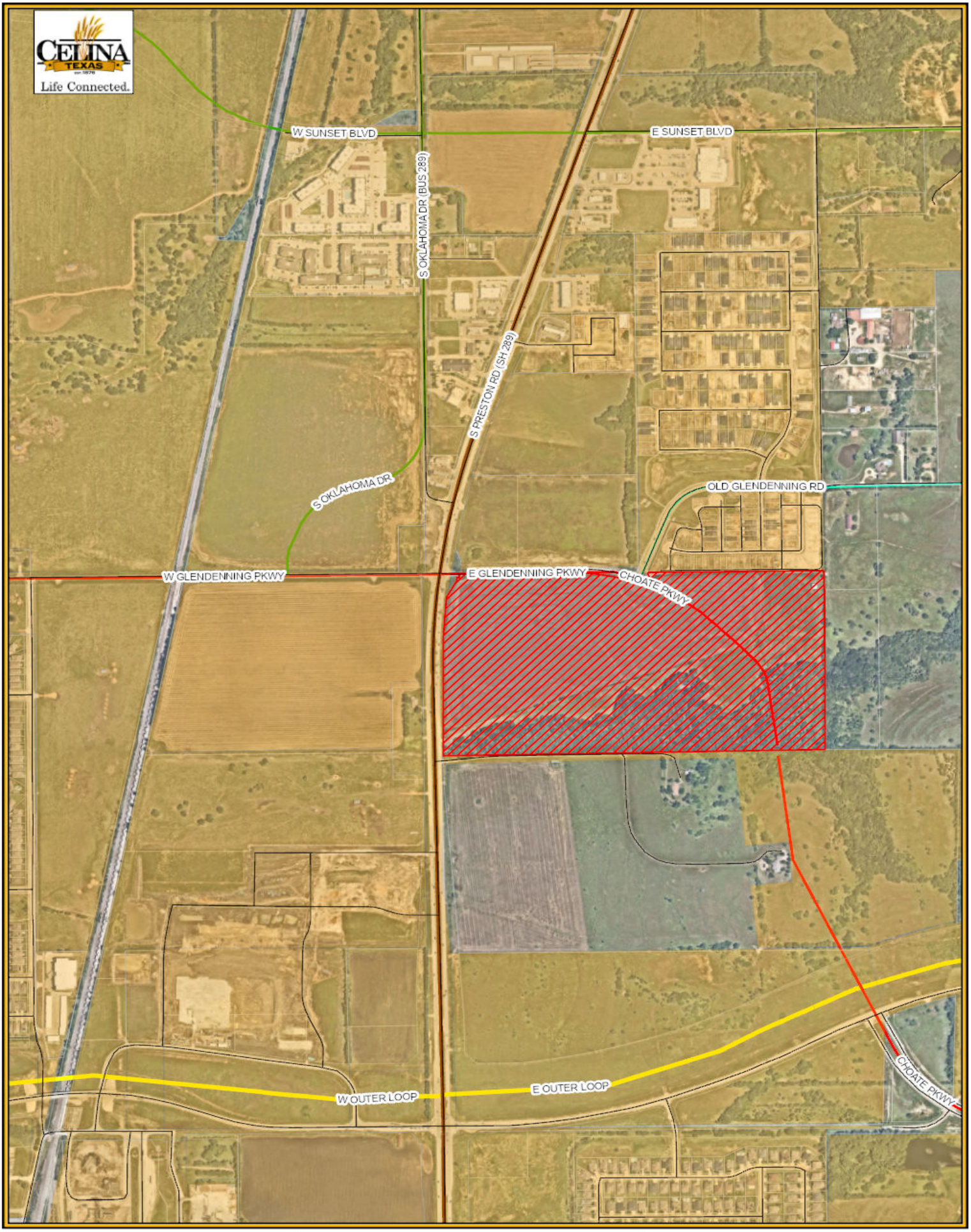
Background Information:
This request is for the zoning of approximately 78 acres, generally located at the southeast corner of Preston Road and Glendenning Parkway. The proposed zoning is associated with the expiration of a pre-annexation agreement. In 2010, the City entered into a contract agreeing not to annex the subject property until the voluntary conclusion of the terms. With the expiration of this agreement, the applicant requests to voluntarily annex the property and provide the appropriate zoning in conformance with the pre-annexation agreement. The property will be zoned Agricultural District (AG) and subject to applicable City standards and regulations. Please refer to the attachments, and the associated annexation item, for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Ordinance

Financial Consideration:

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-15 Property ID 962612
Location Map
City of Celina

10/1/2025

N
W E
S

0 625 1,250
Feet

ORDINANCE 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND SPECIFICALLY AMENDING ORDINANCE NO. 2006-57; AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 77.32 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG); PROVIDING THAT THE TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT AGRICULTURAL DISTRICT (AG) FOR THE PROPERTY; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") is a Home Rule Municipality located in Collin and Denton Counties, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, 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 City Council of the City (the "City Council") adopted Ordinance No. 2006-57, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner (at the time) of the tract of land, legally described in Exhibit "A" and depicted in Exhibit "B" (the "Property"), signed a Development and Services Agreement (the "Agreement"), including consent to voluntary annexation at the expiration of such Agreement, filed in Collin County Real Property Records on **August 12, 2010**, as Instrument No. **20100812000840390**; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which has since expired, and the City has since proceeded with voluntary annexation of the Property; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the zoning is in conformance with the "Chapter 43 and Chapter 212 Texas Local

Government Code Development and Services Agreement" with consent to voluntary petition for annexation, filed in the land records on **August 12, 2010** as Instrument No. **20100812000840390**; and

WHEREAS, the establishment of a zoning classification has been requested for the Property; 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, are found to be true, and adopted as legislative findings of the City Council.

Section 2. Zoning Ordinance Amendment. Ordinance No. 2006-57, the same being the City's Comprehensive Zoning Ordinance, is hereby amended as follows: the zoning classification is hereby established as Agricultural District (AG), on certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

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Section 6. Unlawful Use of Property. It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

Section 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. 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 9. 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, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

Section 10. Publication. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 11. Open Meeting. That it is hereby officially 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 Section 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

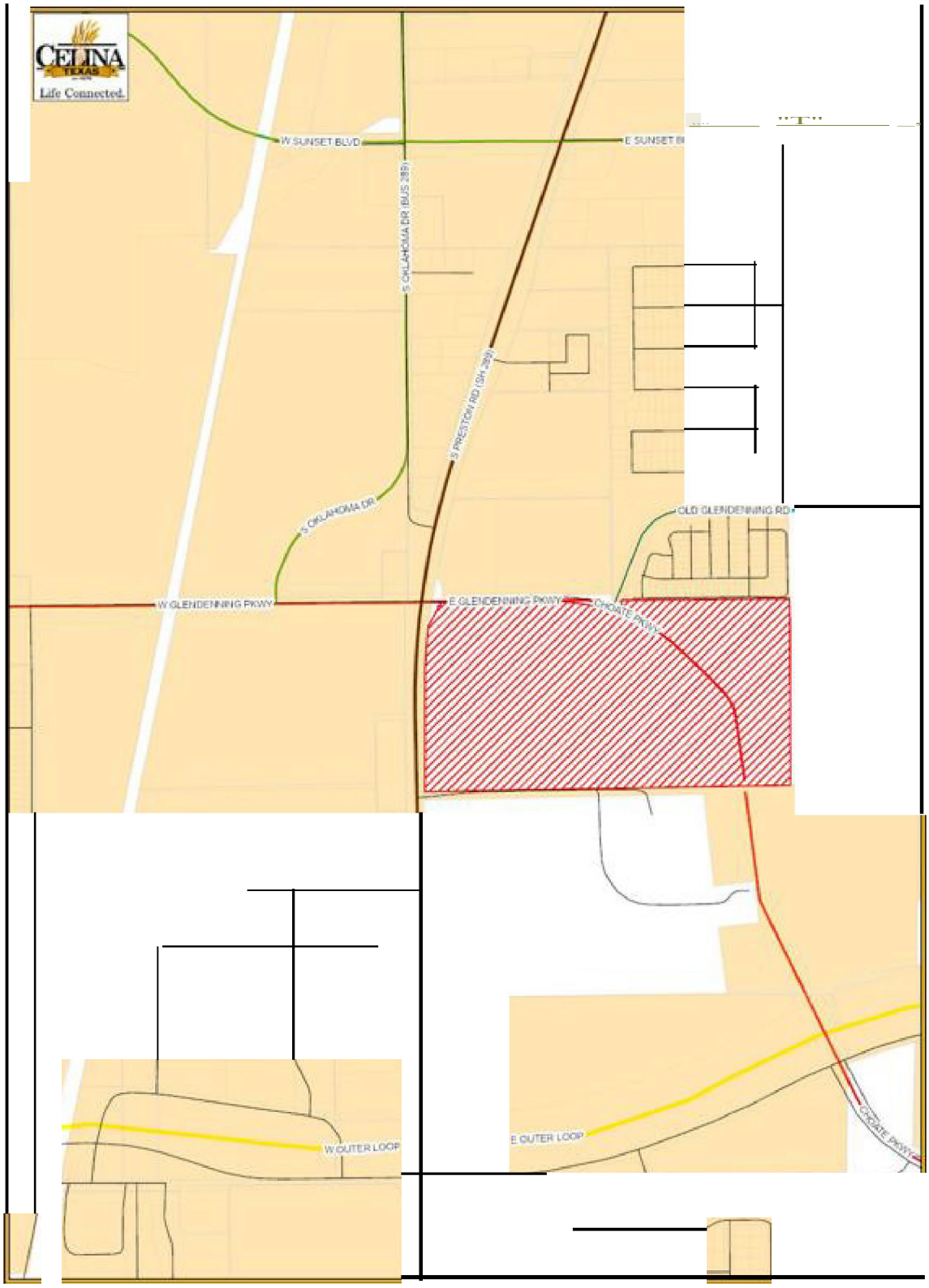
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description
Including any and all adjacent rights-of-way

An approximate 77.32 acre tract of land legally described as ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 22, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #962612.

EXHIBIT B
Property Exhibit



Life Connected.

Economic Development
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: November 11, 2025

Agenda Item:
Consider and act to approve a Resolution adopting the results of the Celina Economic Development Corporation and Downtown Celina's marketing and branding study. (Satarino)

Background Information:

In December 2024, the Celina Economic Development Corporation (CEDC) Board and City Council approved a branding initiative with North Star Place Branding & Marketing to develop a comprehensive strategy to refresh and rebrand the EDC's marketing assets and collateral. This initiative was launched to strengthen Celina's economic identity, modernize the EDC's marketing presence, and ensure messaging remains aligned with Celina's rapid growth and evolving strategic priorities. Up until this point, the EDC's marketing efforts have been heavily focused on Downtown. With significant commercial development forthcoming along Preston Road and the Dallas North Tollway, the EDC recognizes the need for a broader marketing approach that represents opportunities across the entire city. At the same time, Downtown remains a key priority as identified by both City Council and the EDC Board. To address these dual objectives, the decision was made to create two distinct branding pathways: one for the EDC and a separate brand for Downtown. This approach allows the EDC to expand its citywide marketing efforts while continuing to highlight and invest in Downtown as a critical economic and cultural anchor.

The effort also supports key objectives within the 2025–2028 Economic Development Strategic Framework, including business recruitment, destination development, and enhanced communication with residents, visitors, and investors. The rebrand was undertaken to unify Celina's messaging under a cohesive identity, differentiate Downtown from other commercial corridors, and equip the EDC with updated tools to tell Celina's growth story more effectively. As Celina continues to experience unprecedented development, ensuring that branding reflects the community's character and future vision is essential for maintaining a competitive position in the regional market.

Recognizing Downtown's role as a unique destination, North Star developed a dedicated Downtown branding strategy separate from the broader EDC initiative. Unlike the DNT and Preston Road corridors, Downtown required a tailored approach to highlight its historic character, walkable environment, and cultural offerings. This strategy addresses Downtown's specific needs, positioning it as a vibrant hub for business, culture, and tourism while reinforcing its importance in shaping the City's overall image. A separate Downtown strategy ensures this key area receives focused attention while remaining consistent with the broader City brand.

North Star's methodology began with extensive qualitative and quantitative research prior to any creative work. Through interviews and surveys with a broad cross-section of stakeholders—including community members, business owners, developers, City staff, and regional partners—North Star provided detailed insights into both the City's and the EDC's current market perceptions and opportunities. These findings informed the development of updated creative elements, including revised logos, messaging pillars, and collateral guidelines for both the EDC and Downtown Celina.

To guide the creative process, the EDC established a branding committee composed of the EDC Executive Director, the EDC Marketing and Tourism Director, and the City's Director of Marketing & Communication. This committee met regularly throughout the project to review and refine key deliverables. Once draft straplines, logos, and creative concepts were finalized, community stakeholders were invited to participate in review sessions. In September 2025, six brand update sessions were held, and 28 stakeholders provided feedback on the creative presentations for each brand. Feedback was strongly supportive of Downtown differentiation and highlighted enthusiasm for refreshed marketing assets that reflect Celina's growth trajectory and community character.

North Star has provided a comprehensive implementation guideline to support the phased rollout of the new branding strategy. This includes recommendations for updating digital platforms, marketing collateral, and promotional materials, as well as strategies for coordinated messaging across campaigns. The EDC will integrate these guidelines into its FY 2026 marketing and communications efforts to ensure a consistent and impactful launch. Ongoing performance metrics and stakeholder feedback will help measure the effectiveness of the rebrand and guide future refinements.

In November, The CEDC Board voted 7-0 to approve a Resolution adopting the Celina Economic Development Corporation and Downtown Celina's marketing and branding study.

Legal Review:
There are no legal considerations at this time.

Supporting Documents:
1. Staff Presentation
2. City Council Resolution CEDC and Downtown Marketing and Branding Study

Financial Consideration:
There are no financial considerations at this time.

Staff Recommendation:

The CEDC Board voted 7-0 to approve a Resolution adopting the Celina Economic Development Corporation and Downtown Celina's marketing and branding study.

Celina Economic Development Corporation and Downtown Celina's Marketing and Branding Study.

Consent Agenda City Council
November 11, 2025

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Project Overview

- December 2024: CEDC Board and City Council approved a branding initiative with North Star Place Branding & Marketing.
- Purpose:
  - Strengthen Celina's economic identity.
  - Modernize the EDC's marketing presence.
  - Align messaging with rapid city growth and evolving strategic priorities.
- Supports key goals in the 2025–2028 Economic Development Strategic Framework:
  - Business recruitment
  - Destination development
  - Enhanced communication with residents, visitors, and investors

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Strategic Pivot & Dual Branding

- Historically, EDC marketing has focused heavily on Downtown.
- With major commercial development planned along Preston Road and the Dallas North Tollway, broader citywide marketing is now essential.
- Downtown remains a key priority, identified by both City Council and the EDC Board.
- The dual-branding approach was supported in the original RFP and formally approved by both the City Council and the Celina EDC Board.
- Decision made to pursue two branding pathways:
  - A citywide EDC brand to support economic growth across corridors.
  - A separate Downtown brand to highlight its role as a cultural and economic anchor.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Downtown Branding Strategy

- Downtown is positioned as a unique destination within Celina.
- Required a tailored approach distinct from DNT and Preston Road corridors.
- Strategy goals:
  - Address Downtown's specific needs.
  - Position Downtown as a vibrant hub for business, culture, and tourism.
  - Reinforce Downtown's role in shaping the City's overall image.
- Separate Downtown strategy ensures dedicated focus while staying consistent with the broader City brand.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Process & Implementation

- Research-driven approach:
  - Extensive stakeholder interviews and surveys.
  - Quantitative and qualitative data informed creative development.
- Creative Committee:
  - EDC Executive Director
  - EDC Marketing & Tourism Director
  - City Director of Marketing & Communication
  - Met regularly to review straplines, logos, and creative elements.
- Stakeholder Engagement:
  - Six brand update sessions in September 2025
  - 28 stakeholders reviewed and provided feedback
- Implementation:
  - North Star provided a comprehensive implementation guideline.
  - Phased rollout includes digital platforms, marketing collateral, and promotional campaigns.
  - FY 2026 will focus on coordinated launch and performance tracking.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Celina EDC Logo History

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Downtown Logo History

DOWNTOWN
CELINA
EST.1876

- Designed by Abra Nusser, Urban planner
- No Downtown strapline or branding strategy

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

City Logo

CELINA
TEXAS
EST. 1876
Life Connected.

COLOR PALETTE

The following swatches are the primary Celina colors. This palette captures the essence of wheat, harvest, and elements of the summer and fall sky.

Hex	RGB
#751A33	117, 26, 51
#B34233	179, 66, 51
#D28F33	210, 143, 51
#D79B29	215, 155, 41
#D4B95E	212, 185, 94
#5E888B	94, 136, 139
#1A8693	26, 134, 147
#444C4C	68, 76, 76
#6F7D7D	111, 125, 125
#CAE3E3	202, 195, 227

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

CELINA ECONOMIC DEVELOPMENT

The Texas you were promised.

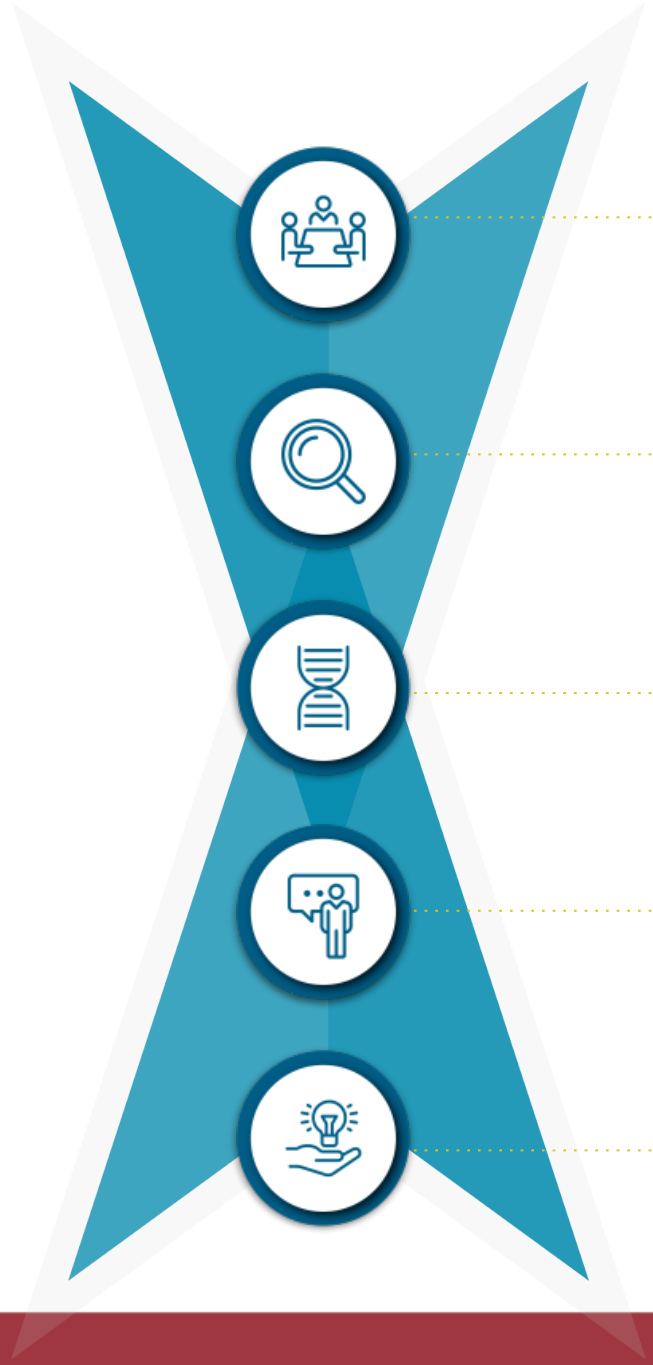
Brand Update Presentation

Celina, Texas

How did we uncover the brand for Celina?

North Star moves from Research to Strategy to Creativity to Action

BrandPrint Process

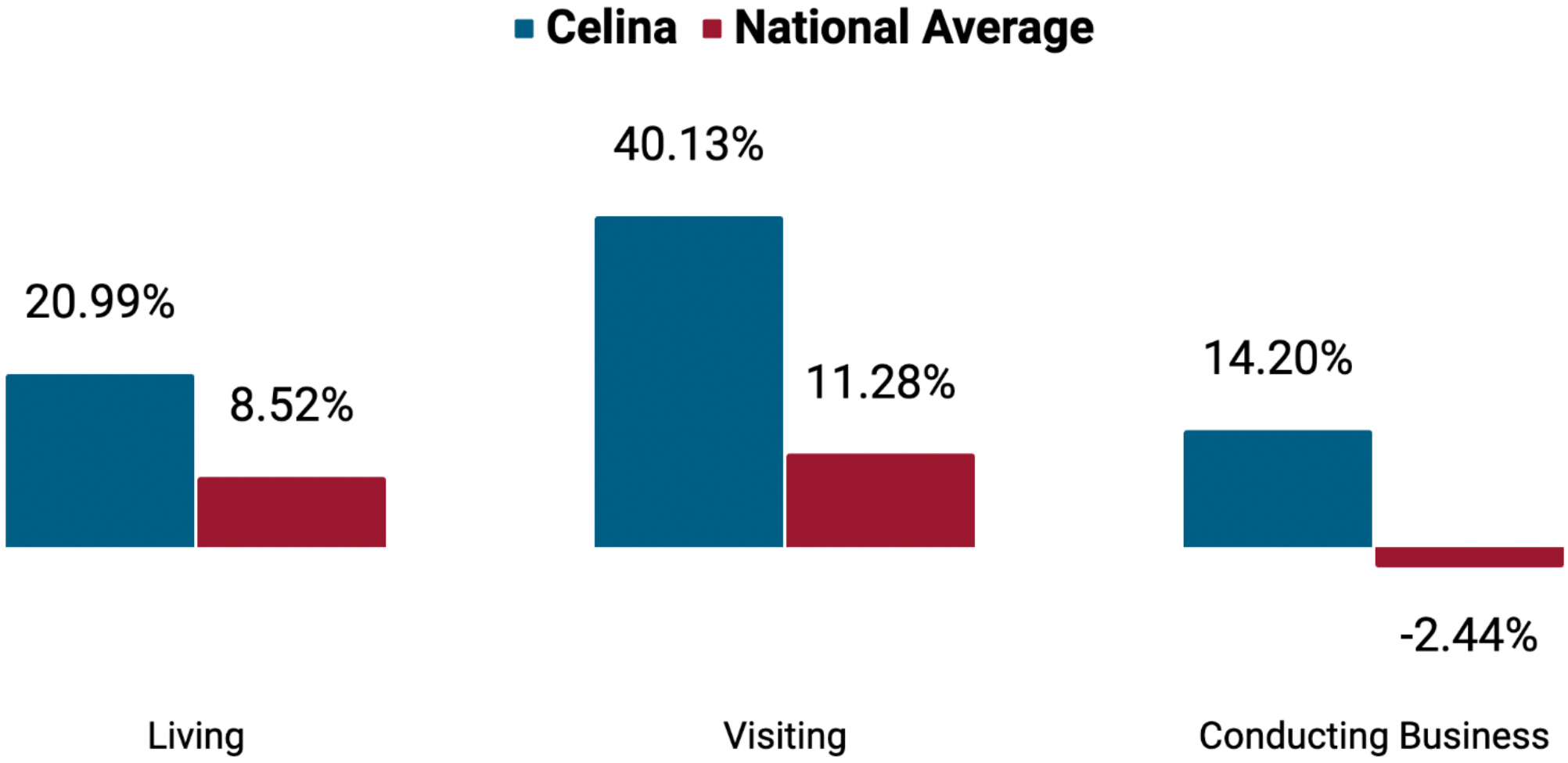


- Stakeholder & Community Education
- Insight Gathering & Research
- DNA & Strategy Formation
- Creative Brand & Message Development
- Brand Action Ideas

Research

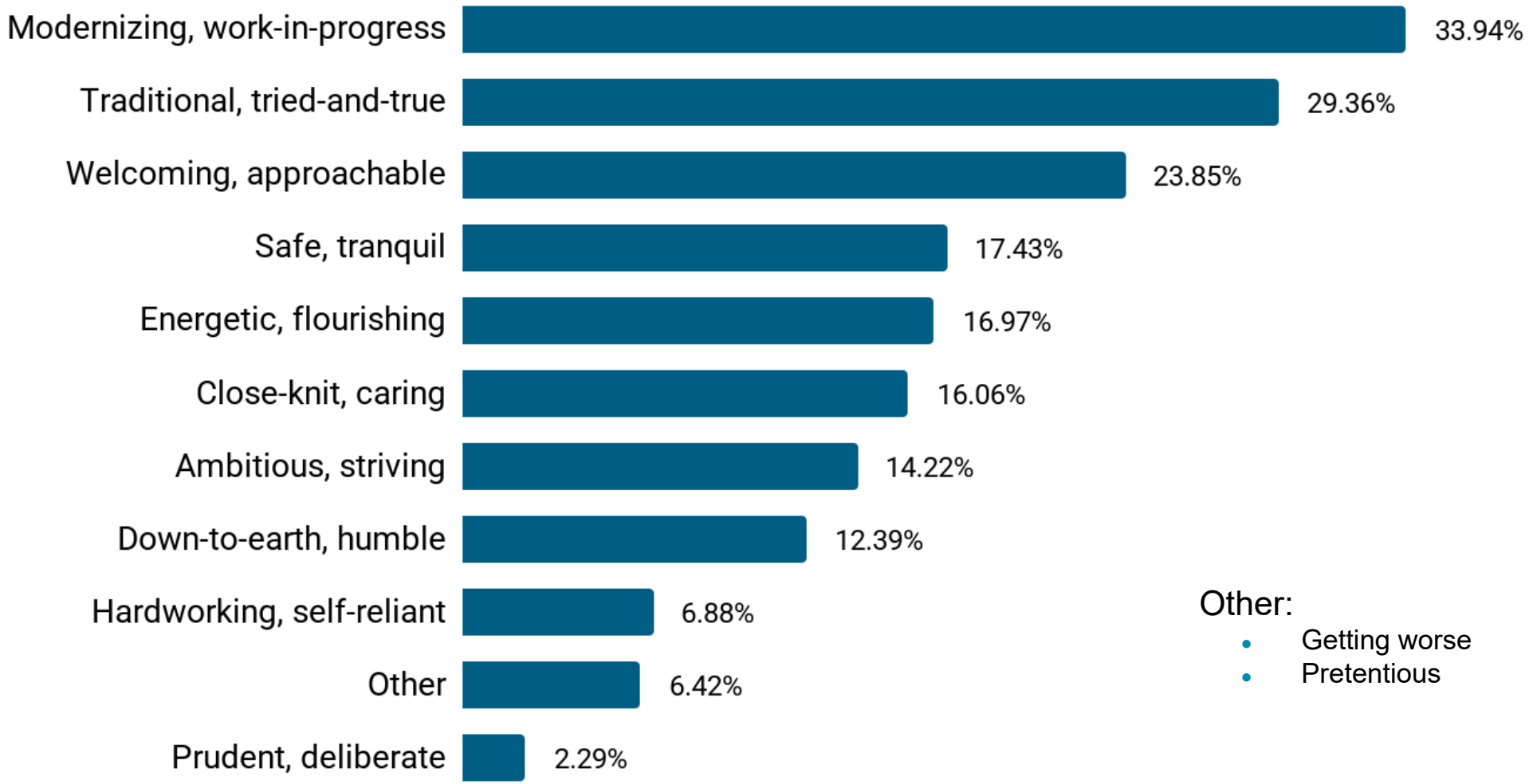
Brand Barometer

On a scale of 1 to 10, with 1 being “not at all likely” and 10 being “extremely likely,” how likely would you be to recommend Celina to a friend or colleague…



Community Survey

Which of the following adjectives do you think best describe Celina?
Choose up to two answers.

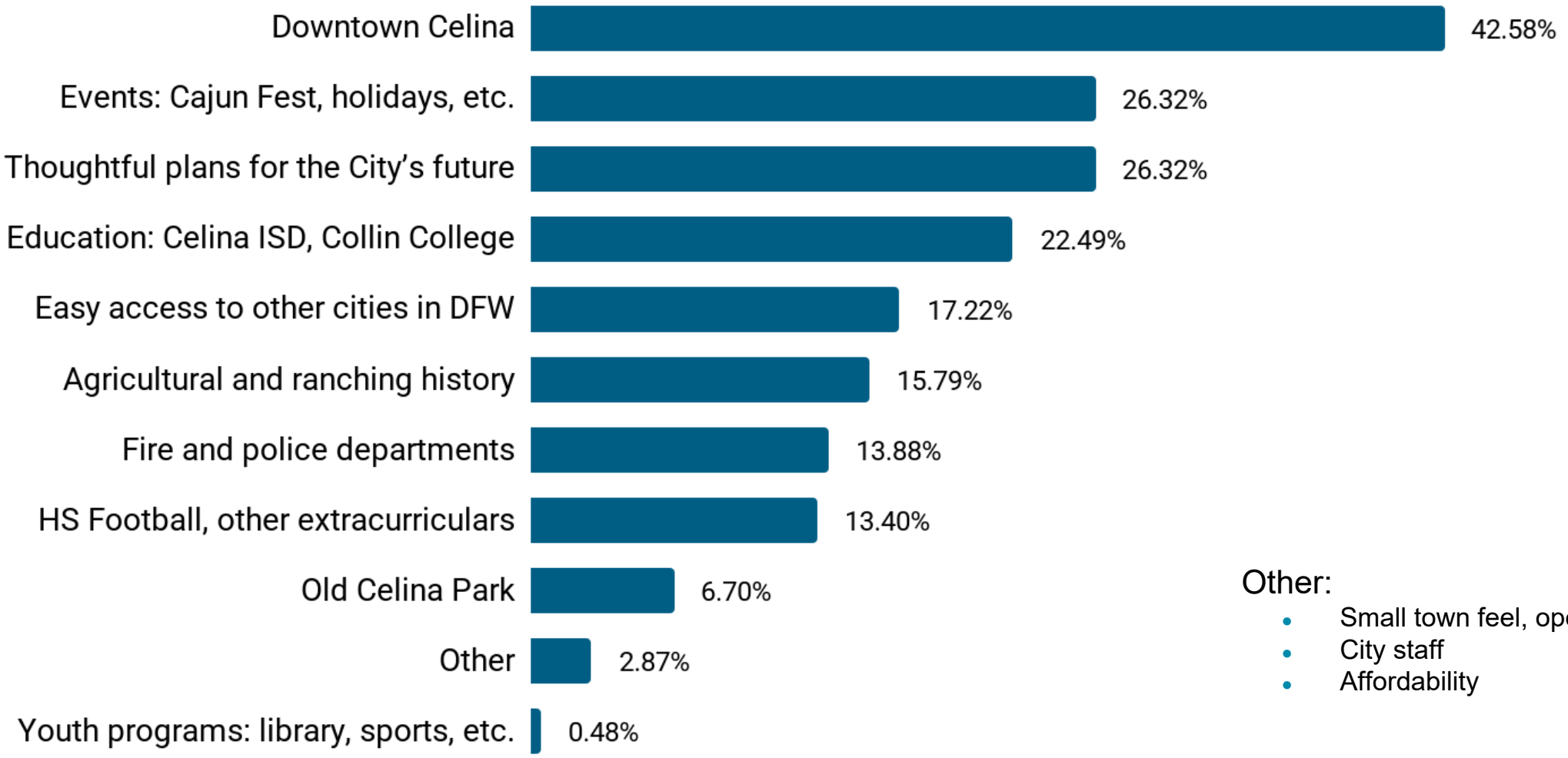


Other:

- Getting worse
- Pretentious

Community Survey

In your opinion, what are Celina's greatest assets?
Choose up to two answers.

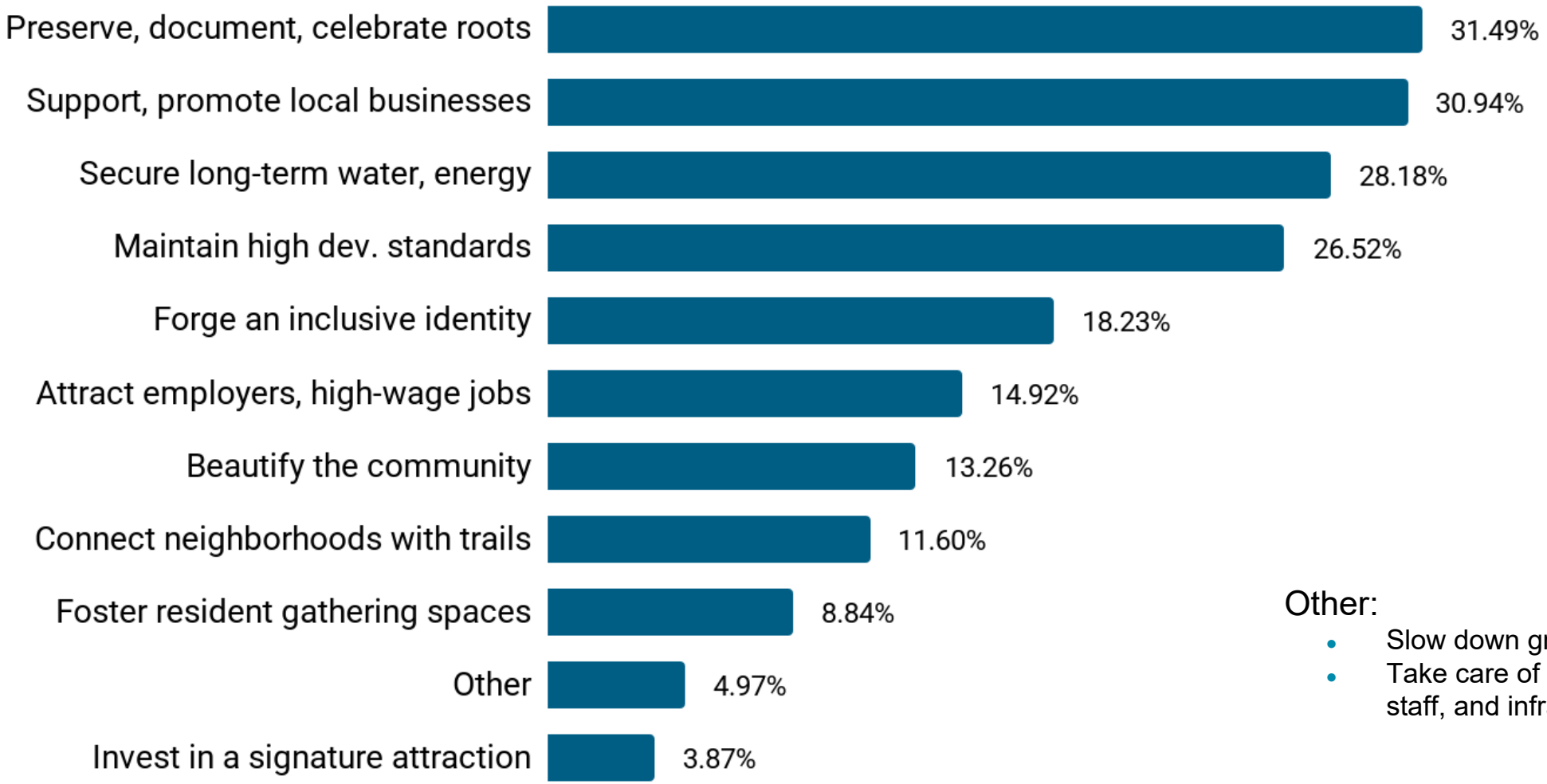


Other:

- Small town feel, open spaces
- City staff
- Affordability

Community Survey

In your opinion, how can Celina best approach its future growth and development to ensure a well-rounded, united community?
Choose up to two answers.



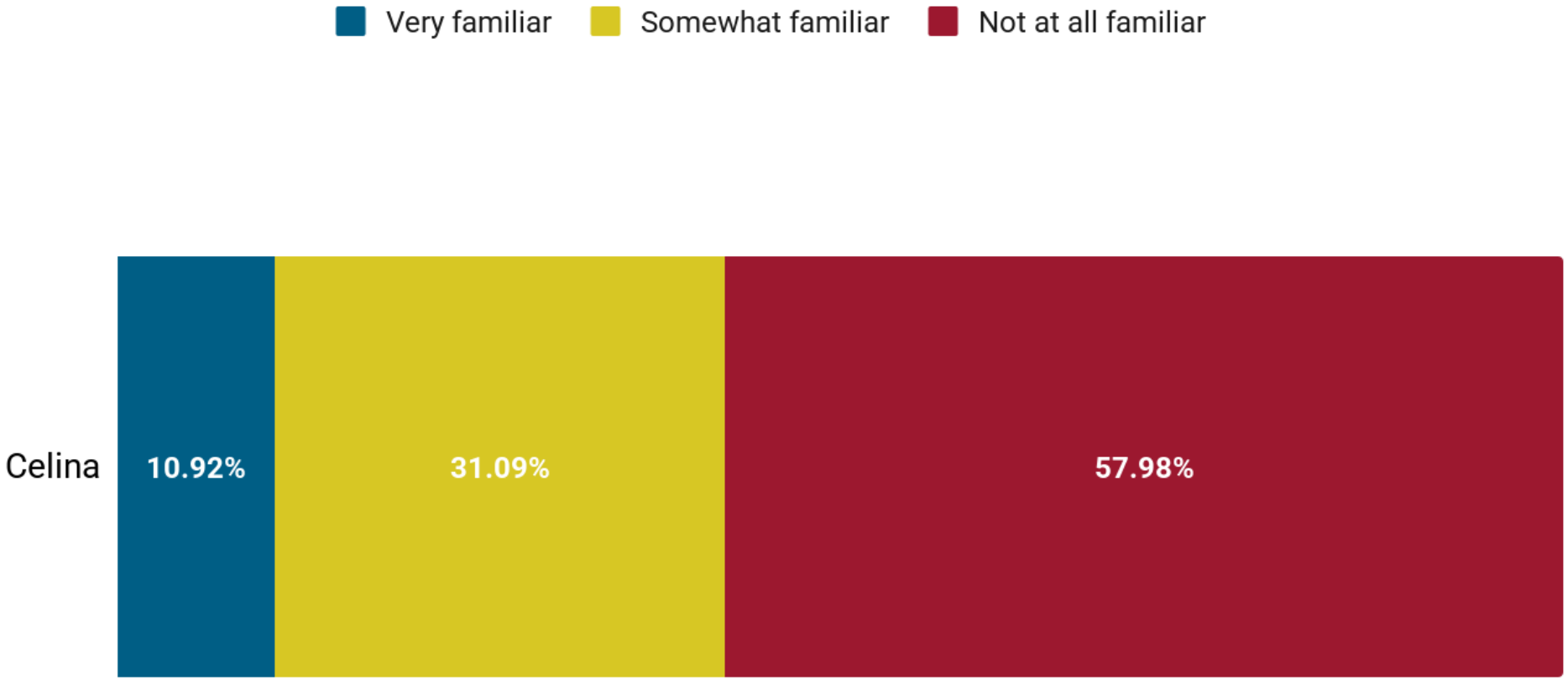
Other:

- Slow down growth
- Take care of existing residents, City staff, and infrastructure needs

CAP Study

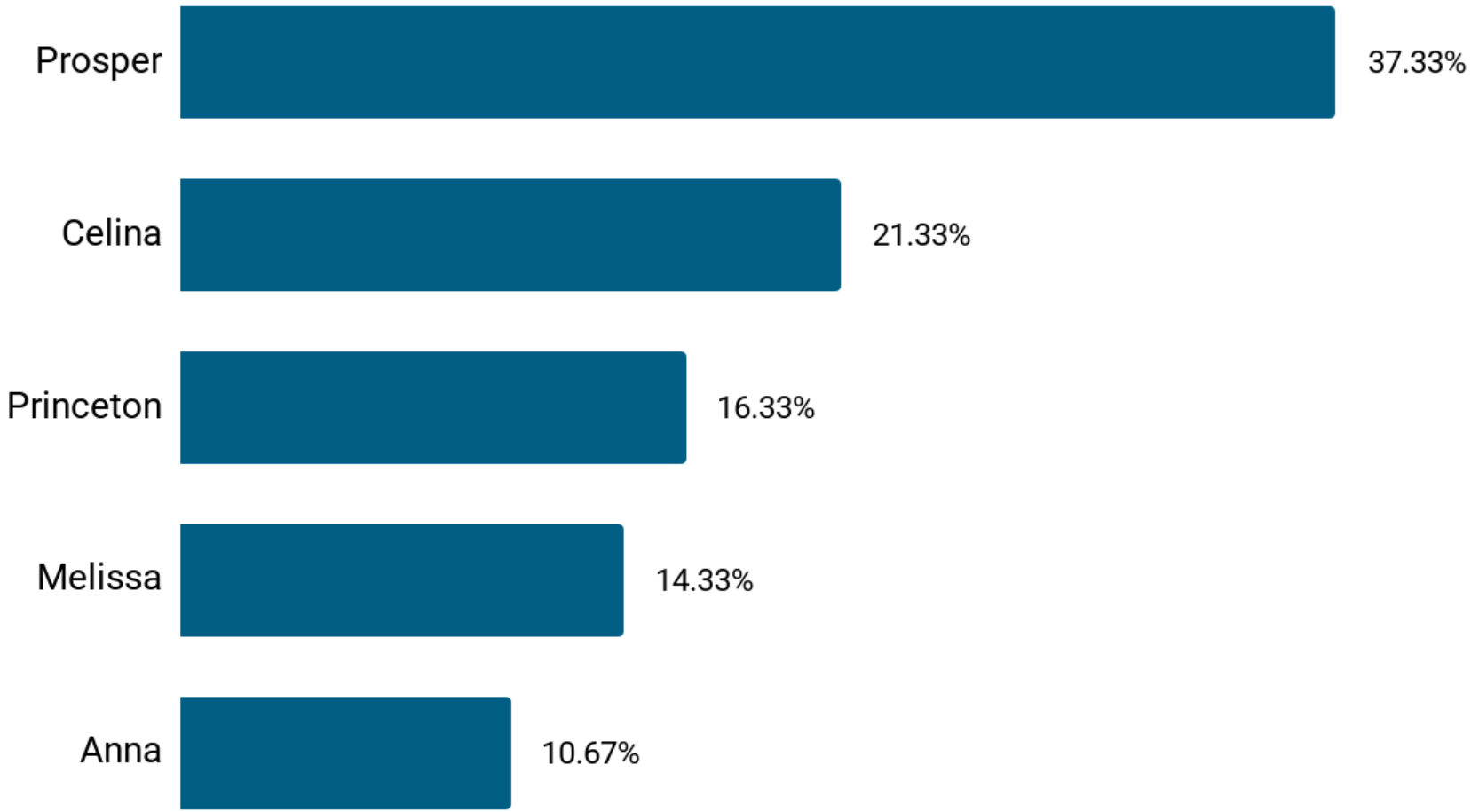
CELINA ONLY, TERMINATIONS INCLUDED

How familiar are you with the following communities in Collin County?



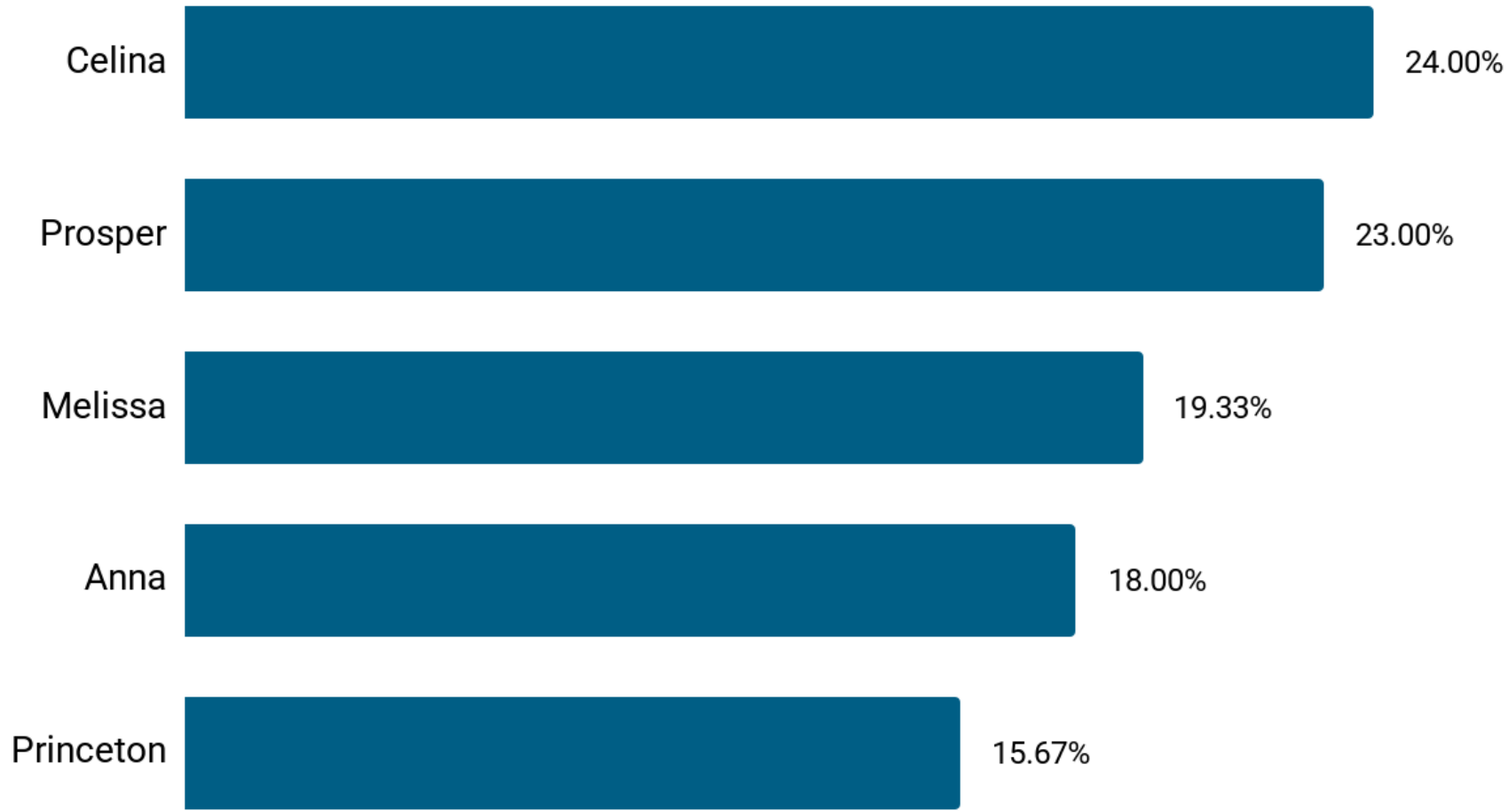
CAP Study

In general, which of the following do you think are the best places for someone to start a business?



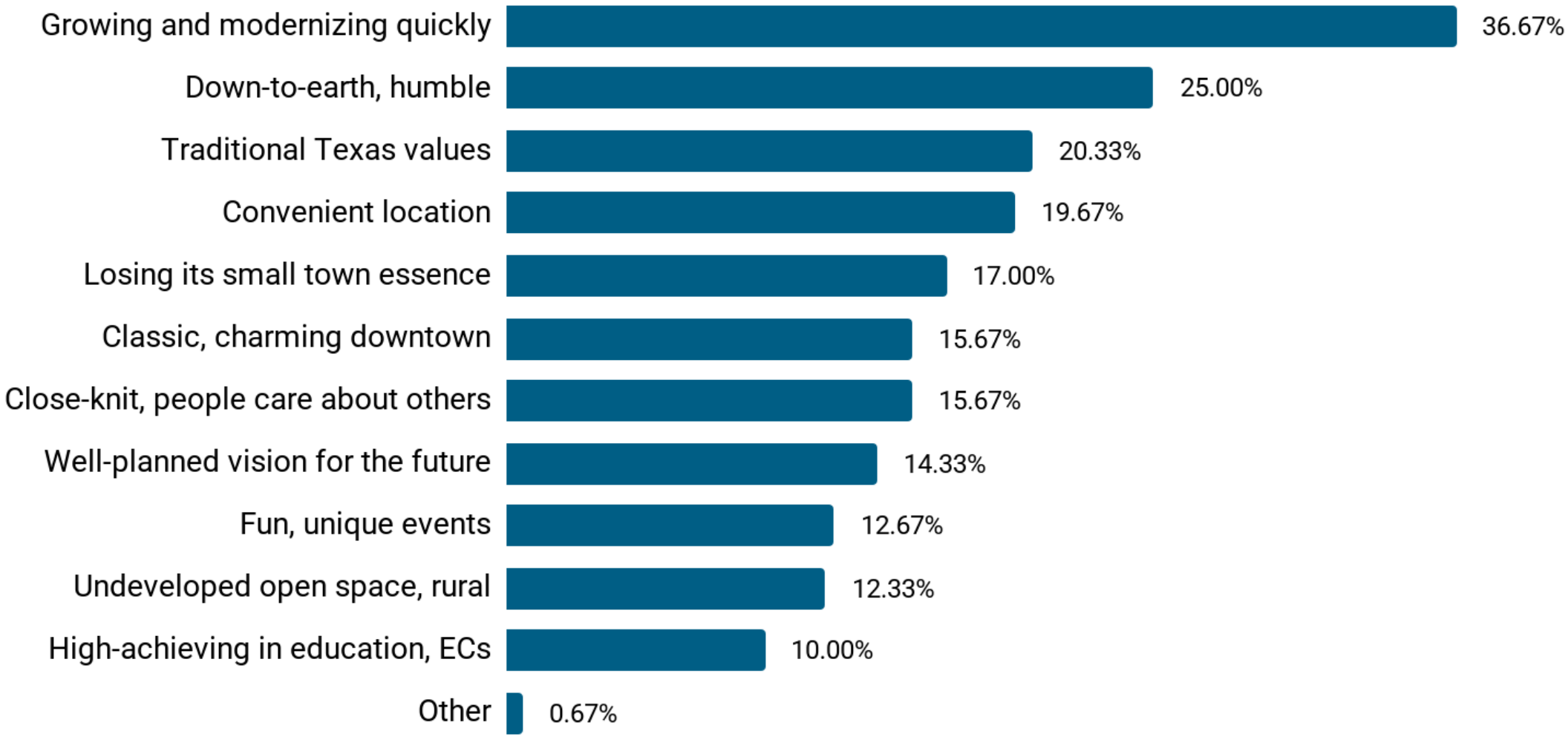
CAP Study

Which of the following communities do you think offers a small-town Texas character that makes both residents and visitors feel welcome and safe at all times?



CAP Study

Which phrase best describes Celina, Texas?
Choose two answers.



Celina EDC Strategy

Celina EDC DNA Platform Statement

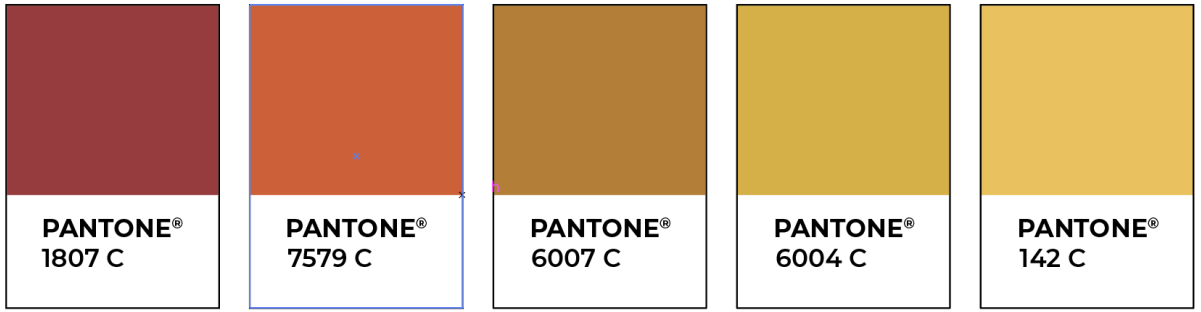
Target Audience:	*For those who believe wide-open spaces should mean wide-open opportunity,*
Frame of Reference:	*Celina, rising at the frontier of North Texas growth*
Point-of-Difference:	*is a city where character and connection still drive progress*
Benefit:	*so you can seize your moment in a place where the deals are honest, the doors are open, and the timing's just right.*

Logo & Strapline

CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

Celina Color Palette



Celina Brand Standards

TYPEFACES

Files have been provided in a variety of formats that allow use of the Celina EDC logo without purchasing typefaces. The logo itself is considered a piece of artwork and should not be changed. However, if additional customizations are made to the logo, such as adding an event name, it will be necessary to purchase the appropriate license for the typeface. Note: some typefaces may be available for use through any existing Adobe Creative Cloud subscription that the city marketing department has.

Semplicita Pro
Medium
Primary Headline

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Antonia Variable
Variable Weights
Tagline Base Font
Primary Body Copy

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

LOGO USAGE GUIDELINES

The following guidelines illustrate the proper use of the Celina EDC logo.

CELINA ECONOMIC DEVELOPMENT
The Texas you were promised.

PRIMARY LOGO
The lockup of the logo with the tagline is the preferred logo, and should be used in most circumstances.

CELINA ECONOMIC DEVELOPMENT

LOGO (WITHOUT TAGLINE)
This logo may also be used without the tagline. This is generally recommended when the tagline is being used as a headline or graphic element in the same design in which the logo appears or when space is limited.

ICON
The icon should be used when the primary logo's size is too large for the space it will occupy. The icon can also be used as a standalone design element or identifier.

CELINA ECONOMIC DEVELOPMENT
The Texas you were promised.

LOGO SAFE AREA
No other object should be placed within the safe area around the logo. The safe area is a boundary identified by the 2x the height of the 'C' in Celina.

CELINA ECONOMIC DEVELOPMENT

1-COLOR VERSIONS
The 1-color version of the logo should be used in circumstances where a limited palette is required, or when the logo is printed in black or white.

The Texas you were promised. 4

COLOR PALETTE

The color palette provides a guide for keeping a consistent color scheme within the brand. Consult the color palette shown below and work closely with professional printing services to ensure proper colors are used. The palette is intended to enhance the development of a cohesive brand. All designs should rely primarily (exclusively if at all possible) on the colors within the palette.

PANTONE® 1807 C	PANTONE® 7579 C	PANTONE® 6007 C	PANTONE® 6004 C	PANTONE® 142 C
HEX #A4343A CMYK 14/85/63/30 RGB 164/52/58	HEX #DC582A CMYK 3/74/86/6 RGB 220/88/42	HEX #BC7823 CMYK 8/47/89/24 RGB 188/123/35	HEX #DDAD2B CMYK 5/27/87/12 RGB 221/173/43	HEX #F1BE48 CMYK 4/26/78/2 RGB 241/190/72

PANTONE® 2227 C	PANTONE® 7467 C	PANTONE® 4167 C	PANTONE® 2642 C	PANTONE® 317 C
HEX #99BEC9 CMYK 42/12/13/0 RGB 89/190/201	HEX #00A3AD CMYK 75/7/31/7 RGB 0/163/173	HEX #32646C CMYK 75/32/53/39 RGB 50/100/92	HEX #5A8DB4 CMYK 63/22/44/19 RGB 90/141/132	HEX #B1E4E3 CMYK 33/0/16/0 RGB 177/228/227

Keep in Mind:

The PANTONE® swatches above and their HEX/CMYK/RGB breakdowns are an accurate representation of your brand colors. Every design software has its own color management system that may cause the values to vary or appear incorrect. Use the color breakdown that best suits your design software and matches the swatches to keep your colors as accurate as possible.

The Texas you were promised. 6

Visual Direction

IF YOU'RE THINKING
OF BRINGING YOUR
BUSINESS TO TEXAS,
BRING IT TO TEXAS.
When you bring your business to Celina, you get more than just an address.
You get a community that champions your success, partners who keep their word,
and a place where your future can stretch as far as the horizon.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
celinaedc.com

A promise of opportunity.
A promise of cooperation.
A promise of growth.
A promise of a future built together.
We deliver on the Texas you've heard about. Where growth is intentional, red tape is cut, and your investment goes further. With plenty of space for your business, a thriving hometown spirit, and a workforce that's ready on day one, everything in Celina is designed to help your business thrive.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
celinaedc.com

Downtown Celina Strategy

Downtown Celina DNA Platform Statement

Target Audience:	*For neighbors, newcomers, and next-big-thing believers,*
Frame of Reference:	*Downtown Celina, the heartbeat of one of America's fastest-growing cities,*
Point-of-Difference:	*is where the pace of progress still makes room for connection,*
Benefit:	*so you can build a life, a livelihood, or a weekend around a front porch spirit and forward momentum.*

Logo & Strapline

DOWNTOWN
CELINA

Texas Squared.

Historical Foundations
J. Fred Smith's Legacy

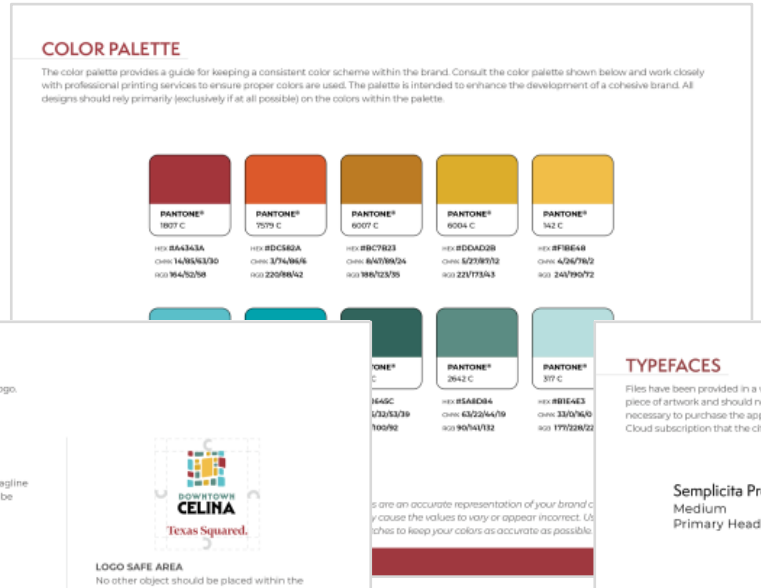
- In 1910, Celina resident J. Fred Smith fundamentally reshaped the town's layout by designing a brick-lined square surrounded by uniform buildings, all arranged on a clear, navigable grid pattern. This shift replaced older wooden structures, and by July 1911, the newly built brick buildings and gravel streets began to define the downtown aesthetic.
- Smith's vision was not only architectural it enhanced land use efficiency, walkability, and connectivity among businesses, civic spaces and residents, fostering a vibrant town-square hub.
- Today, that same Historic Downtown Square embodies Celina's small-town character, community-oriented identity, and serves as both a symbolic and functional anchor for growth and civic life.

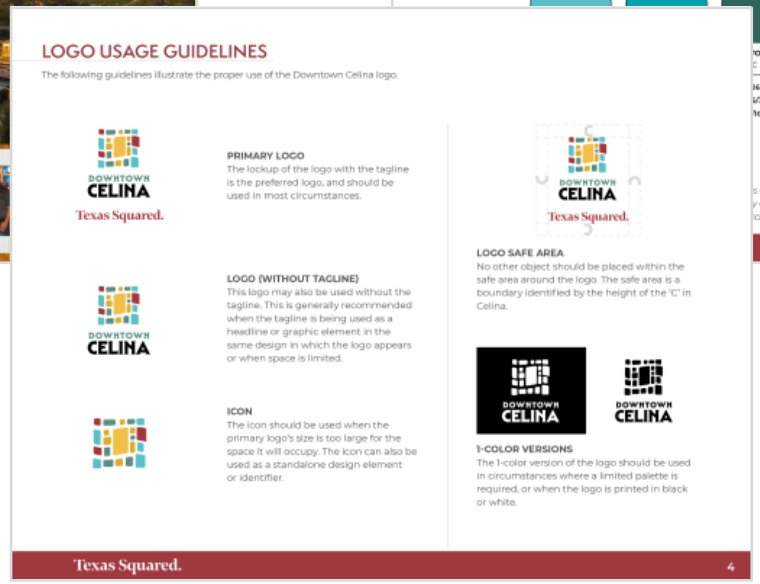
Symbolism in the New Brand

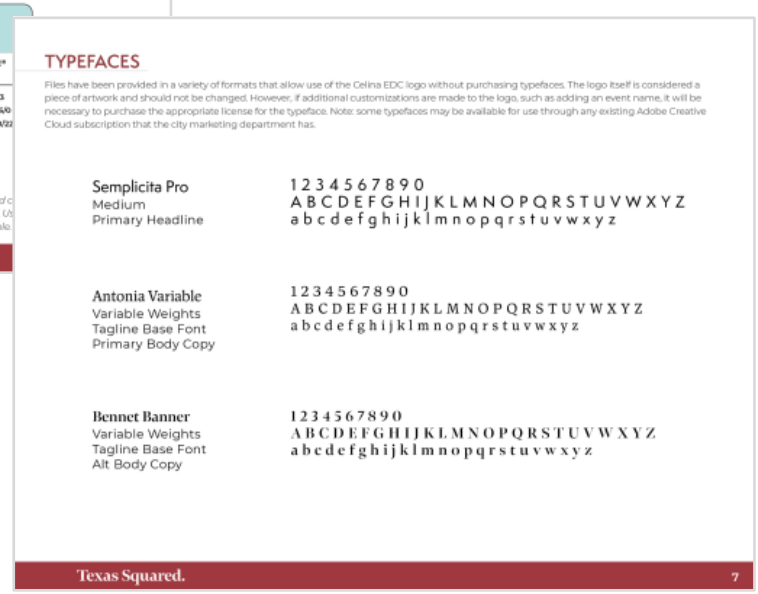
- The new logo echoes the grid and square motif – reviving the familiar downtown layout while blending in a sense of nostalgia, movement, and modern design interpretation of Celina's downtown.
- By highlighting brick-style gridlines, the logo celebrates Celina's rich brick heritage and positions the Square as the heart of the city.
- It embodies Downtown's vibrancy reflecting today's dynamic mix of tradition and innovation from the historic bricks to new landmarks like the Government Center, Heyday, The Silos, Terramania, and ongoing developments.
- Recent projects such as the Huddlestone Building construction exemplify how modernization can seamlessly integrate with historic charm, preserving the rural feel even as Downtown evolves.

PANTONE®
2227 C
PANTONE®
7467 C
PANTONE®
4167 C
PANTONE®
2642 C
PANTONE®
317 C
PANTONE®
1807 C
PANTONE®
7579 C
PANTONE®
6007 C
PANTONE®
6004 C
PANTONE®
142 C

Downtown Celina Brand Standards







Visual Direction

GREAT SHOPPING²
AMAZING DINING²
FUN FESTIVALS²
GOOD TIMES²
Welcome To Texas, Squared.
From the friendly welcome of local shopkeepers to the music drifting from our downtown square, Celina instantly makes you feel at home. It's a place where tradition and possibility shake hands, and neighbors greet you by name. Here, we don't just have Texas spirit—we've doubled it.
DiscoverCelina.com
DOWNTOWN CELINA

THE BEST OF TEXAS,
AND THEN SOME.
In the heart of Celina, you'll find a downtown with the warmth of a tight-knit community and the energy of a place on the rise. From lively events to evenings under a canopy of stars on the square, every moment has something extra. This is where Texas pride and Texas charm come together – this is Texas Squared.
DOWNTOWN CELINA
Texas Squared.
DiscoverCelina.com

Implementation and Next Steps

- Implementation:
  - North Star provided a comprehensive implementation guideline.
  - Phased rollout includes digital platforms, marketing collateral, and promotional campaigns.
  - FY 2026 will focus on coordinated launch and performance tracking.
- Next Steps:
  - Adoption by City Council and EDC Board in November 2025
  - Coordinate rollout efforts with City's marketing team
  - Winter launch event/stakeholder and media engagement

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Questions?

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2025-_____R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE RESULTS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION AND DOWNTOWN CELINA MARKETING AND BRANDING STUDY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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 Celina Economic Development Corporation (hereinafter referred to as the "CEDC"), has adopted Resolution No. 2025-7R, which is attached hereto as **Exhibit A**, approving the results of the CEDC and Downtown Celina Marketing and Branding Study on November 4, 2025; and

WHEREAS, the CEDC is charged with promoting the City's commercial areas and Downtown through external marketing efforts targeted toward investors, businesses, and visitors regionally and nationally; and

WHEREAS, the CEDC is implementing a dual marketing strategy that acknowledges the City's broad commercial opportunities while elevating the distinct character and offerings of Celina's authentic Texas Downtown; and

WHEREAS, **Exhibit B**, the Final Report prepared by North Star Place Branding & Marketing, details the creative implementation assets and deliverables, inclusive of proposed brand activations, implementation strategies and tactics, and associated budget allocation; and

WHEREAS, the City Council hereby authorize and approve the results of the CEDC and Downtown Celina Marketing and Branding Study, a copy of which is attached hereto as **Exhibit B**, and are incorporated herein for all purposes.

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 authorizes and approves the results of the CEDC and Downtown Celina Marketing and Branding Study, a copy of which is attached hereto as **Exhibit B**, and are incorporated herein for all purposes.

Section 3. This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 11th day of November 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

[Celina Economic Development Corporation Resolution No. 2025-7R]

RESOLUTION NO. 2025-7R

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, APPROVING THE RESULTS OF THE CEDC AND DOWNTOWN CELINA MARKETING AND BRANDING STUDY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the "CEDC"), is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the CEDC is charged with promoting the City's commercial areas and Downtown through external marketing efforts targeted toward investors, businesses, and visitors regionally and nationally; and

WHEREAS, the CEDC is implementing a dual marketing strategy that acknowledges the City's broad commercial opportunities while elevating the distinct character and offerings of Celina's authentic Texas Downtown; and

WHEREAS, ***Exhibit A***, the Final Report prepared by North Star Place Branding & Marketing, details the creative implementation assets and deliverables, inclusive of proposed brand activations, implementation strategies and tactics, and associated budget allocation; and

WHEREAS, the Board of Directors of the CEDC hereby authorize and approve the results of the CEDC and Downtown Celina Marketing and Branding Study, a copy of which is attached hereto as ***Exhibit A***, and are incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the Celina Economic Development Corporation and are fully incorporated into the body of this Resolution.

Section 2. That the Board of Directors of the CEDC to hereby authorize and approve the results of the CEDC and Downtown Celina Marketing and Branding Study, a copy of which is attached hereto as ***Exhibit A***, and are incorporated herein for all purposes.

Section 3. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of the Celina Economic Development Corporation on this the 4 day of November, 2025.

Clint Bissett, President

ATTEST:

Cindy Peters, Secretary

Exhibit B

[Celina EDC and Downtown Celina Marketing and Branding Study: Final Report]

NORTH STAR

+ Celina, TX

Final Report

September 2025

Introduction

About North Star Place Branding + Marketing

North Star Place Branding + Marketing comprises over a dozen talented individuals dedicated to growing brands through integrated marketing solutions. North Star offers place-based organizations a combination of research, strategy, creativity, and action through a process called BrandPrint. Each BrandPrint provides direction for an organization's brand development, like a blueprint guides the construction of a home. And just like a blueprint, the priorities and targets of each BrandPrint are stated in clear and unambiguous language. The resulting brand personality is as revealing as an individual's fingerprint and just as unique.

About the BrandPrint Process

Through the BrandPrint process, North Star determines Celina Economic Development's most relevant and distinct promise. Then the same was derived for Downtown Celina. From those promises, we create strategic platforms intended to generate brand positions in the minds of residents, stakeholders, investors, and visitors to Celina. We then develop a compelling creative identity to support each strategy, a range of deliverables showing that creativity in use, and an integrated action plan for bringing the brands to life. Each of these tools reinforces Celina's strategic positioning and ensures brand equity and growth.

About the Branding Partner

Celina Economic Development contracted with North Star to determine the organization's true, unique, and relevant brand position and help the organization and the community it serves reflect its distinction.

Executive Summary

North Star conducted research to identify what differentiates Celina from competitors. We set out to learn the perceptions and beliefs of stakeholders and influencers as well as understand the competitive situation. North Star then worked collaboratively with Celina to determine a strategy to guide the branding of the City's Economic Development and Downtown promotion efforts.

Strengths: Trust and value are some pillars of doing business in Celina. There's a collaborative local government, teams that are ready to making business happen, and a community that values relationships and keeping their word. Residents in Celina are skilled, top-tier talent, and ready to make things happen. Research shows that education is highly valued, and that support is felt throughout the school district and Collin College. There's a certain way of doing things in Celina, and some would call them old-fashioned. Celina would just call it traditional. It's easy to buy into the Celina spirit. Living here really does feel like "life connected," as the events are a cornerstone of the community. There's a strong tax base and a lot of open land. This is a place of opportunity for individuals, businesses, events, corporations, and more.

Challenges: With as much explosive growth as has occurred, it's natural that residents are concerned the City government isn't prepared to keep up with the impending growth, and the speed in which it's coming. Research suggests that the City can be difficult to work with for business owners, while others suggest that's the City being cautious and strategic, in order to accommodate the growth. While people are naturally migrating north to Celina, there's a perception that it's just so far away. Individuals in the Metroplex see no reason to drive "all the way" to Celina, when they can have everything Celina offers, much closer. The challenge will be to find the right target audience and market to them specifically, cutting through the noise to highlight the reasons someone should move here, or bring their business.

Executive Summary

Opportunities: Because of natural northward expansion of the Metroplex, Celina's growth is of no surprise. Coupled with all the amenities and high quality of life, Celina is the premier choice for new residents. Downtown has always had high awareness for their ample and well-run events. This branding initiative is set out to recruit entrepreneurial, unique, small to midsize businesses that will complement the historic, charming, vibrant downtown square and entertainment district.

As new residents move in, the EDC is focused on providing high quality of life from a working lens. The big picture is to recruit corporate campuses, major employers, entertainment, biotech life sciences companies and more.

Celina is ready for opportunity. There are plenty of shovel-ready sites, space to scale, great value, and modern infrastructure.

Summary: As one of the fastest-growing cities in the country, Celina is experiencing explosive growth. Partnering with the Celina Economic Development Corporation, the mission is to attract new businesses, increase jobs and sales tax, and stand out in the marketplace. The need was to rebrand and enhance Celina's EDC and Downtown marketing initiatives, to ultimately bring more people to Celina.

The new brand for the EDC is a bold promise, signaling that despite the rapid growth, Celina still offers the best Texas opportunity and this is a place where thriving enterprise and a good life can be built without compromise.

Downtown uses a playful declaration that Celina offers the best of Texas. It conveys that downtown amplifies the quintessential Texas experience; genuine friendliness, pride, and community spirit.

Both brands together now partner well in a visual way with the slightly revised City logo to bring unison and conformity to all the groups, to clearly signify that Celina is the right choice.

Executive Summary

Research data was analyzed for trending insights that hone in on the Celina Economic Development story. These insights were funneled into a strategic brand platform, also known as your strategic DNA. Just as an individual's DNA influences everything from how that person looks to how that person acts (as well as their health and vibrancy), Celina Economic Development's DNA should be the foundational touchstone for all positive planned action in your community, from marketing to events to initiative development.

Target Audience:	*For those who believe wide-open spaces should mean wide-open opportunity,*
Frame of Reference:	*Celina, rising at the frontier of North Texas growth*
Point-of-Difference:	*Is a city where character and connection still drive progress*
Benefit:	*So you can seize your moment in a place where the deals are honest, the doors are open, and the timing's just right.*

Executive Summary

Research data was analyzed for trending insights that hone in on the Downtown Celina story. These insights were funneled into a strategic brand platform, also known as your strategic DNA. Just as an individual's DNA influences everything from how that person looks to how that person acts (as well as their health and vibrancy), Downtown Celina's DNA should be the foundational touchstone for all positive planned action in your downtown, from marketing to events to product development.

Target Audience:	*For neighbors, newcomers, and next-big-thing believers,*
Frame of Reference:	*Downtown Celina, the heartbeat of one of America's fastest-growing cities,*
Point-of-Difference:	*Is where the pace of progress still makes room for connection,*
Benefit:	*So you can build a life, a livelihood, or a weekend around a front porch spirit and forward momentum.*

Executive Summary

The final package of foundational creative tools strategically supports the Celina Economic Development and Downtown Celina brand platforms. These tools layer personality on top of the strategy in order to make an emotional connection with the consumer. They include a narrative (for Downtown Celina), tagline, logo, color palette, and creative executions. Together they begin to tell the Celina story in a compelling and memorable way.

Executive Summary

The Celina brand action plan contains a multitude of ideas—large and small—for integrating the brand into Celina's Economic Development marketing and promotions. Ideas touch on site selector outreach, new new business relations, organizational branding,, and more. Many deliverables were designed using the visual brand identity and brand language to serve as a guide for putting the brand to work. The collage below is a sampling.

CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

PANTONE® 2227 C	PANTONE® 7467 C	PANTONE® 4167 C	PANTONE® 2642 C	PANTONE® 317 C
PANTONE® 1807 C	PANTONE® 7579 C	PANTONE® 6007 C	PANTONE® 6004 C	PANTONE® 142 C

Executive Summary

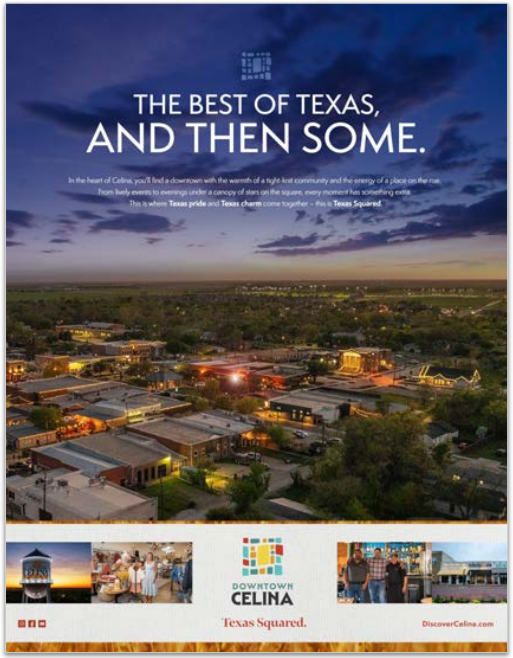
The Celina brand action plan contains a multitude of ideas—large and small—for integrating the brand into the Downtown Celina's marketing and promotions. Ideas touch on infrastructure, new products to support the strategy, events, merchandise, and more. Many deliverables were designed using the visual brand identity and brand language to serve as a guide for putting the brand to work. The collage below is a sampling.

DOWNTOWN CELINA

Texas Squared.

PANTONE® 2227 C | PANTONE® 7467 C | PANTONE® 4167 C | PANTONE® 2642 C | PANTONE® 317 C

PANTONE® 1807 C | PANTONE® 7579 C | PANTONE® 6007 C | PANTONE® 6004 C | PANTONE® 142 C

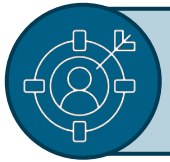


STRATEGY

Celina Economic Development DNA Platform

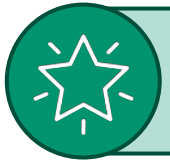
NORTH STAR
PLACE BRANDING + MARKETING

DNA Platform Framework



Target Audience: To whom Celina has the most appeal

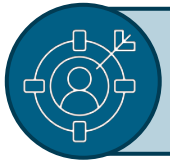
Frame of Reference: Geographic context of Celina



Point-of-Difference: What makes Celina special

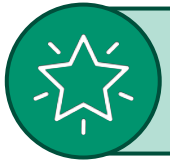
Benefit: Why it should matter to the consumer

Celina DNA Platform Statement | EDC



For those who believe wide-open spaces should mean wide-open opportunity,

Celina, rising at the frontier of North Texas growth

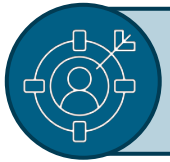


is a city where character and connection still drive progress

so you can seize your moment in a place where the deals are honest, the doors are open, and the timing's just right.

Strategy Rationale

DNA STATEMENT



For those who believe wide-open spaces should mean wide-open opportunity,

- Speaks directly to site selectors, developers, and business leaders seeking space to scale, freedom to choose, and a business-friendly environment.
- "Wide-open spaces" evokes Celina's physical landscape and growth potential, while "wide-open opportunity" reframes that space as untapped economic promise.

Strategy Rationale

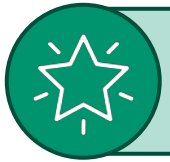
DNA STATEMENT

Celina, rising at the frontier of North Texas growth

- "Frontier" taps into Texas spirit — rugged, ambitious, full of potential — while also positioning Celina at the edge of regional momentum.
- Signals that Celina isn't just growing; it's on the leading edge of the fastest-growing corridor in the country.

Strategy Rationale

DNA STATEMENT



is a city where character and connection still drive progress

- "Character" communicates that integrity, hospitality, and high standards are part of doing business here — not just community values, but business ones.
- Highlights Celina's intentional approach to growth, differentiating it from other fast-growing but more impersonal cities nearby that may have lost their unique character in their quest for growth.
- Emphasizes a quality of life that is rare in a quickly developing region, which can help attract and retain talent that may be seeking out a place to live that feels authentic.
- "Connection" references both the strong network of local support and the ease of working with a municipality that prioritizes relationships and responsiveness.
- The inclusion of "connection" intentionally references the city's brand ("Life Connected"), signalling that the success of the EDC's efforts is intertwined with Celina's identity.

Strategy Rationale

DNA STATEMENT

so you can seize your moment in a place where the deals are honest, the doors are open, and the timing's just right.

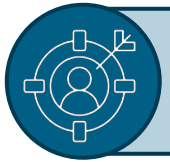
- This line invites decision-makers to act now, while Celina is still forming — and before competition increases.
- "Deals are honest" reflects a trust-based business culture that sets Celina apart from more impersonal business relationships.
- "Doors are open" nods to access, flexibility, and partnership with city leadership.
- "Timing's just right" wraps it all together with a compelling call to action rooted in opportunity.

STRATEGY

Downtown Celina DNA Platform

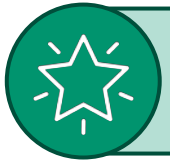
NORTH STAR
PLACE BRANDING + MARKETING

DNA Platform Framework



Target Audience: To whom Celina has the most appeal

Frame of Reference: Geographic context of Celina

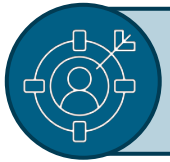


Point-of-Difference: What makes Celina special

Benefit: Why it should matter to the consumer

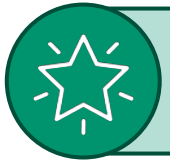
Celina DNA Platform Statement | Downtown Celina

DNA STATEMENT



For neighbors, newcomers, and next-big-thing believers,

Downtown Celina, the heartbeat of one of America's fastest-growing cities,

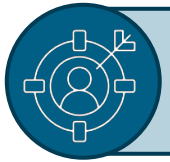


is where the pace of progress still makes room for connection,

so you can build a life, a livelihood, or a weekend around a front porch spirit and forward momentum.

Strategy Rationale

DNA STATEMENT



For neighbors, newcomers, and next-big-thing believers,

- "Neighbors" directly addresses existing residents who are invested in both the community's evolution and traditions.
- "Newcomers" includes both new residents and visitors, welcoming fresh energy and diverse perspectives.
- "Next-big-thing believers" appeals to entrepreneurs, trendsetters, and visionaries attracted by downtown's potential and who want to contribute to something exciting and meaningful.

Strategy Rationale

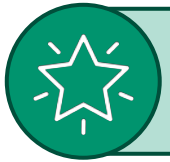
DNA STATEMENT

Downtown Celina, the heartbeat of one of America's fastest-growing cities,

- "Heartbeat" positions downtown as central, emotionally resonant, and vital to the city's identity.
- Mentioning Celina's status as "one of America's fastest-growing cities" adds a compelling backdrop of momentum, creating urgency and excitement around the unique opportunities downtown offers.

Strategy Rationale

DNA STATEMENT



is where the pace of progress still makes room for connection,

- This line reflects a rare balance: a place moving forward without losing its humanity.
- "Progress" acknowledges downtown revitalization and investment, while "connection" nods to its people-first atmosphere — where you can still wave at strangers, linger at the counter, and see familiar faces across the square.
- The inclusion of "connection" also links Downtown Celina's identity to the city's ("Life Connected").

Strategy Rationale

DNA STATEMENT

so you can build a life, a livelihood, or a weekend around a front porch spirit and forward momentum.

- This line speaks to residents, business owners, and visitors alike, highlighting downtown's versatility and appeal.
- "Front porch spirit" evokes a strong sense of Texas tradition, hospitality, and neighborliness, and "spirit" reflects the distinct sense of community pride — especially around Celina's beloved Bobcats.
- "Forward momentum" reassures that while the past is honored, downtown is moving confidently into its next chapter, which feels vibrant and exciting. ;Momentum is forward movement that is in control but still propulsive.

CREATIVITY

NORTH STAR
PLACE BRANDING + MARKETING

Creativity

The following creative expressions will help bring the Celina Economic Development and Downtown Celina brands to life. This Brand Identity Guide should serve as a blueprint for the creative rendering of your new brands. With the exception of the logo, files do not represent camera-ready art.

A Creative Committee, identified by brand drivers in Celina, was charged with evaluating and selecting the foundational tools in the Brand Identity Guide. All creative decisions were made using the strategic brand platforms as inspiration. Those tools include:

- Logo, line, and color palette
- Graphic Standards Guide
- Brand narrative
- Creative expressions of the brand (in the form of a full page ad)

Every creative element in this Brand Identity Guide represents North Star's best suggestions for how to put your new brands to work creatively. These creative elements guide and inform the tactic-driven Action Plan that follows in the next section.

***Note**: All final logos are included in the Google Drive folder in both JPEG and Vector/EPS format. We encourage you to share this folder with branding partners, organizations, vendors, or other outlets requesting a copy of the logo. All files for the creative deliverables contained in this section are also included in your Google Drive folder.*

Strapline Trademark

North Star ran a search for the Celina Economic Development and Downtown Celina straplines on the United States Patent and Trademark Office's Electronic Search System. North Star highly recommends that Celina pursue trademark protection of the straplines along with the new logos. By trademarking the logo and line together, we ensure that the identity is protected from usage by other communities or conflicting parties. North Star's trademark search is documented in ***Appendix C1 and C2****.*

Warranty of Original Logo Art, Online Logo Search, & Client Trademark Obligations

With regard to the logos selected by Celina, North Star tested them with a basic online image search ahead of finalization to determine if there are any known likenesses or conflicts. The art within the logos is an original creation and will become the property of the City of Celina, but the online image search is not an exhaustive search tool. Ultimately, seeking a trademark for the logo will be the responsibility of the City.

Stock Imagery & Typography Obligations of Client

Stock photography and typography used for the demonstration of creative concepts is not delivered, intended, or licensed for Celina's use, and Celina shall not reproduce, modify, display, distribute, publish, or otherwise use them in any way without first obtaining and paying for its own usage rights and licenses with the appropriate stock image or typography provider. Additionally, Celina is responsible for securing rights to use locally oriented photos and other content provided to North Star and utilized in the educational website and in the Final Presentation or Final Report.

Trademark Obligations of Client

North Star conducted informal, cursory trademark, copyright, and/or other intellectual property searches as part of its creative development process. However, prior to using or publishing any materials, recommendations, or deliverables provided by North Star, the City of Celina should engage its own legal counsel to conduct trademark, service mark, copyright, and other intellectual property searches, reviews, clearances, and to receive formal professional and legal opinions on the availability of and right to use materials, trademarks, service marks, and other intellectual property.

CREATIVITY
Celina Economic Development

NORTH STAR
PLACE BRANDING + MARKETING

Creativity

CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

Logo Rationale:

The logo includes an icon of a wheat spike that converges and ascends. This icon creates a tie to the city's identity and conveys a sense of momentum and connection. This icon is paired with a clean san serif two-toned wordmark. Together, the mark balances heritage and economic promise delivering Celina's unique human-centered opportunity in a professional and inviting way.

Strapline Rationale:

The strapline delivers a bold brand promise. Signaling that despite rapid growth, Celina still offers the best Texas opportunity and this is a place where a thriving enterprise and a good life can be built without compromise. The line also supports the idea that the economic development team is ready to go above and beyond and it is personally invested in your business success.

*North Star ran a search for the Celina Economic Development strapline on the United States Patent and Trademark Office's Trademark online database. North Star highly recommends that Celina pursue trademark protection of the strapline along with the new logo. By trademarking the logo and line together, this will ensure that the identity is protected from usage by other communities or conflicting parties. North Star's trademark search is documented in **Appendix C1**.*

Creativity

Color Palette Rationale:
Building upon the Celina city palette, the new palette shared by Economic Development and Downtown Celina combines warm golds, orange, and red with cool blues and teals. This combination of natural and historic hues come together to create a palette that feels established, trustworthy and welcoming. The Economic Development brand features a variety of colors that reinforce the human connection, open opportunity, and grounded approach that is found in the Celina economic development team and its efforts.

Creativity

Visual Direction Rationale:

The visual direction for Celina Economic Development is rooted in authenticity and aspiration, bringing to life the idea behind "The Texas You Were Promised." Pairing iconic Texas imagery like the longhorn with a thriving business on the horizon communicates that heritage and opportunity coexist here and creates an arresting visual in a sea of economic development sameness.

Headlines focused on "Texas" and "a promise" create a confident and trustworthy tone that positions Celina as not only a location but a true partner in business success. The integration of the logo shapes as a framing device provides the opportunity to tell a full story in a clean and succinct way.

By balancing bold Texas imagery and open spaces with modern business contexts, the visual system builds credibility and interest with site selectors, investors, and entrepreneurs, while staying true to the character that sets Celina apart.

Creativity

All creative files are included in your Google Drive folder. As you introduce the brand, be sure to show the logo in the context of an execution rather than by itself. You want to avoid making this branding effort about a logo. North Star has produced a Brand Standards Guide for the brand in **Appendix D** to this report which provides some rules for implementation to ensure consistency and accuracy.

CREATIVITY
Downtown Celina

NORTH STAR
PLACE BRANDING + MARKETING

Creativity

Logo Rationale:

The Downtown Celina icon is a colorful picture of unique pieces combining into a vibrant, active whole. This is paired with a wordmark that is crafted to present a slightly modern take on historic letter forms. Together, the logo features a graphic representation of the diverse offerings in downtown, full of connectivity, movement, and character.

Strapline Rationale:

The strapline is a playful declaration that Downtown Celina offers the best of Texas, concentrated. It clearly conveys that downtown amplifies the quintessential Texas experience: genuine friendliness, pride, and community spirit intensified. It also gives a nod to the square at the center of it all where many community gatherings take place. It is a memorable line that reflects both forward momentum and the authentic roots at the heart of Celina.

North Star ran a search for the Downtown Celina strapline on the United States Patent and Trademark Office's Trademark online database. North Star highly recommends that Celina pursue trademark protection of the strapline along with the new logo. By trademarking the logo and line together, this will ensure that the identity is protected from usage by other communities or conflicting parties. North Star's trademark search is documented in ***Appendix C.2***

Creativity

DOWNTOWN CELINA - COLOR PALETTE

Color Palette Rationale:
Building upon the Celina city palette, the new palette shared by Economic Development and Downtown Celina combines warm golds, orange, and red with cool blues and teals. This combination of natural and historic hues comes together to create a palette that feels established, trustworthy and welcoming. The Downtown Celina brands blends a variety of colors to convey the variety of experiences available in downtown, its vibrancy, history, and all of the individuals that come together to make it unique.

Creativity

Visual Direction Rationale:

The Downtown Celina Visual Direction emphasizes energy, charm, and a spirit of togetherness aligning with the message of "Texas Squared."

The system uses bold, affirming headlines that are paired with imagery that celebrates everyday moments of shopping, dining, and authentic community experiences that reflect a downtown that is welcoming and alive with momentum.

This balance creates a system that delivers a message that is elevated and approachable at the same time. This systems provides the flexibility to lean into the tagline, reinforce the brand pattern, and showcase compelling imagery in ways that will reinforce brand consistency while feeling unique and crafted for the medium.

Creativity

A Brand Narrative was developed using artistic language to set the emotional tone for the brand. Its purpose is to help stakeholders, merchants, and local organizations connect the emotional story of the brand to their own situations. Each partner or organization should develop its own brand narrative leveraging the assets and language here for the community.

The Brand Narrative is critical to successful integration of the brand for a number of reasons:

- It can serve as a guide for users working to integrate brand tone and language into their own marketing and communications.
- It helps maintain consistency of tone and message among all users, thus preserving the integrity of the brand.
- It provides language users can replicate verbatim in their own communications when applicable.

Because of the inherent value in brand narratives, North Star recommends wide distribution of the copy, typically in tandem with the logo. Many of our clients use the strategic brand platform and the brand narrative together as a touch point for each new project or policy they initiate. In other words, “Does this idea support and further what makes us special?”

Creativity

Downtown Celina: Texas Squared

Lots of places just grow and change and never look back. It's easy to get caught up in the momentum, and when you finally stop to catch your breath, your surroundings are unrecognizable. Guess that's why so many places in Texas just don't quite feel like Texas anymore. Sure, they're nice enough with their big neighborhoods and tiny yards, shopping meccas full of big box stores and chains, and Anywhere USA flavor if you're into that kind of thing. But for those who actually want some *Texas* in their Texas, have we got something special for you.

Just a quick drive north of Dallas, you'll find Celina, one of the fastest-growing cities in the country. You could be excused for assuming you'll find more of the same as you make the journey, but in Celina, we aren't swept up by our momentum. We are driving it just like a herd of longhorns right into everything you expect from and love about Texas.

The heartbeat of it all is Downtown Celina. Take a look and you will find uniquely Texan connections, hospitality, charm, and opportunity. It's all so concentrated that around here we call it Texas Squared.

Downtown Celina has a unique historic character that is hard to find. We don't just store our history in museum cases. We cherish it, celebrate it, plan a future that amplifies it, and live the best parts of it every day.

At the center of it all is the square. More than simply a gathering place, it's full of life and traditional entertainment. From Friday Night Markets and Movie Nights on the Square to seasonal events like our Beware! Of the Square Halloween celebration that brings visitors from all over the area, or Christmas on the Square with all the hometown feel and romance of a Hallmark movie, you will find a timeless charm that is the perfect example of Texas Squared.

Creativity

If you're looking to build your Texas dream somewhere you can feel at home, Downtown Celina is the place. Full of local shops and restaurants, you'll find a group of entrepreneurs that cheer each other on, show up for grand openings and special events, and work together to see everyone succeed and thrive.

Shopping in Downtown Celina is a genuine Texas-style outing. Picture a stroll past storefronts full of unique offerings where every item comes with a story. You might sip a cup of locally roasted coffee while browsing boots, dresses, and home decor. As you stroll along, there's a glittering cowboy hat in the window that practically begs to be worn on your next date night or to the rodeo. You might start to notice a fair bit of orange as you browse. You see, that's the color of our beloved Cougars, Friday nights still mean family time and high school football around here. So shops will stock up for a community that cheers for their team year-round. Here, shopping means connecting with real people, not an app. Don't be surprised if you make a new friend, get a hug from the owner who remembers your name from last time, and start to feel like you might want to settle in and stay awhile. It's just that Texas Squared: more personality, more hospitality, and more connection every time you visit.

When hunger strikes, Downtown Celina serves up big Texas flavor. You'll find homestyle cooking, pies made from scratch, and of course, slow and low smoked brisket that is some of Texas's best. You'd better bring your appetite and the whole gang because we have something for everyone. TexMex, coffee shops, donuts, Italian, and an old-fashioned candy shop to top it all off. No cookie-cutter franchises here. In Downtown Celina, every bite comes with a heaping side of hometown pride spiced with a little extra Texas.

Put it all together and you'll see why Downtown Celina really is Texas Squared. We double down on everything that has always made the Lone Star State great: the genuine small-town hospitality, the true connections, unforgettable events, and enormous heart. We're growing fast, sure, but we'll never forget our roots, and we'll always save you a seat.

Welcome to Texas Squared.

Creativity

All creative files are included in your Google Drive folder. As you introduce the brand, be sure to show the logo in the context of an execution rather than by itself. You want to avoid making this branding effort about a logo. North Star has produced a Brand Standards Guide for the brand in **Appendix D** to this report which provides some rules for implementation to ensure consistency and accuracy.

Creative Deliverables

NORTH STAR
PLACE BRANDING + MARKETING

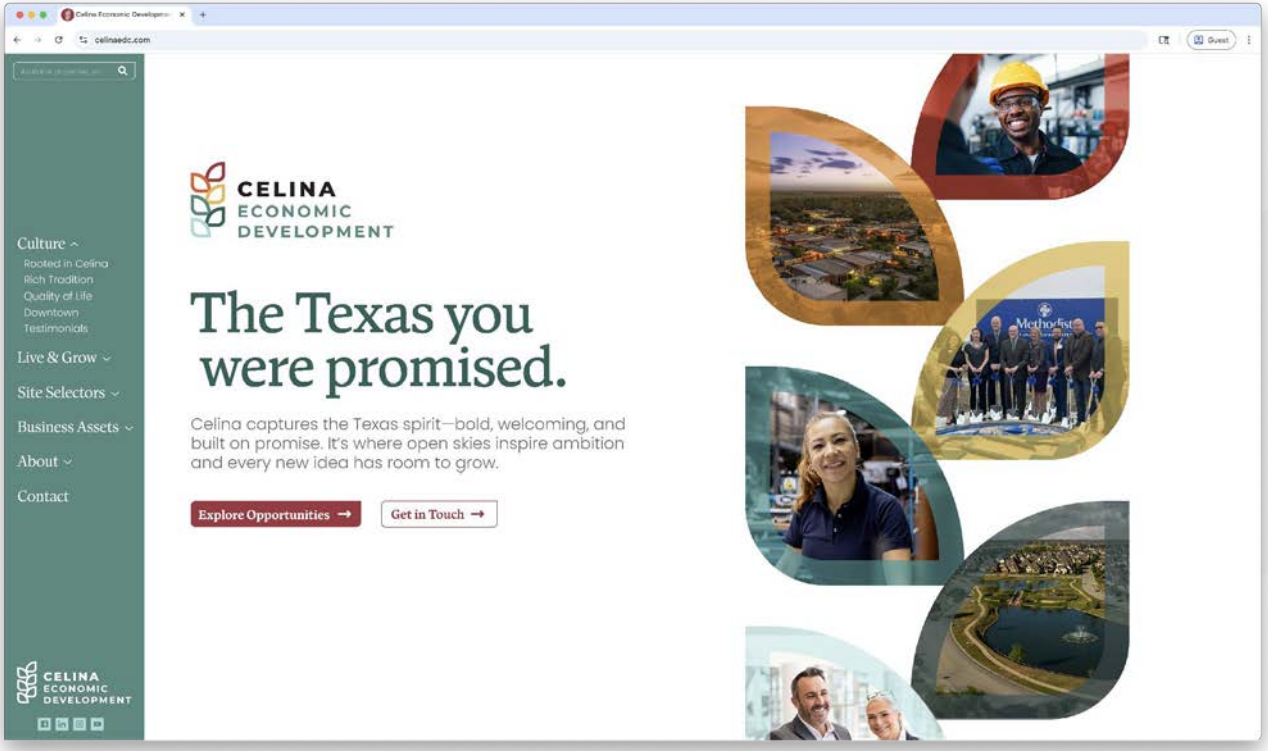
Creativity

Using the foundational creative tools developed for the Celina Economic Development and Downtown Celina, North Star has developed a full slate of creative deliverables demonstrating how the Brand Identity can be used throughout the community. The majority of these deliverables were identified by the Celina brand project team as priorities, and some were recommendations or examples that North Star created to illustrate the tactics identified in the Celina Action Plan.

Creative deliverables are shown on the following pages.

Creativity

ECONOMIC DEVELOPMENT - WEBSITE

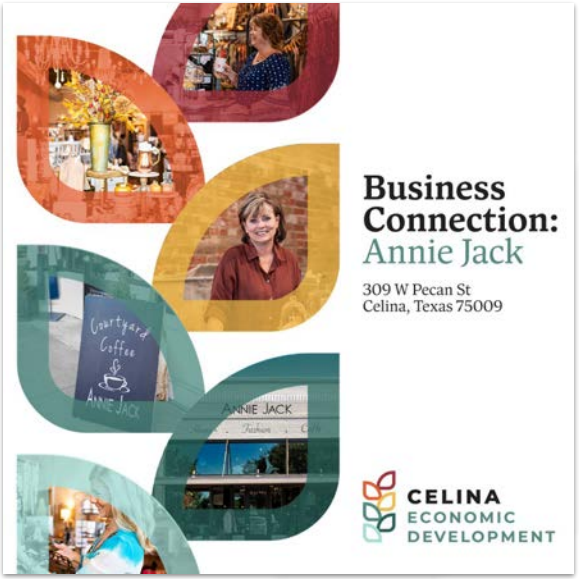


Creativity

CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
The Texas you were promised.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
CELINA
ECONOMIC
DEVELOPMENT

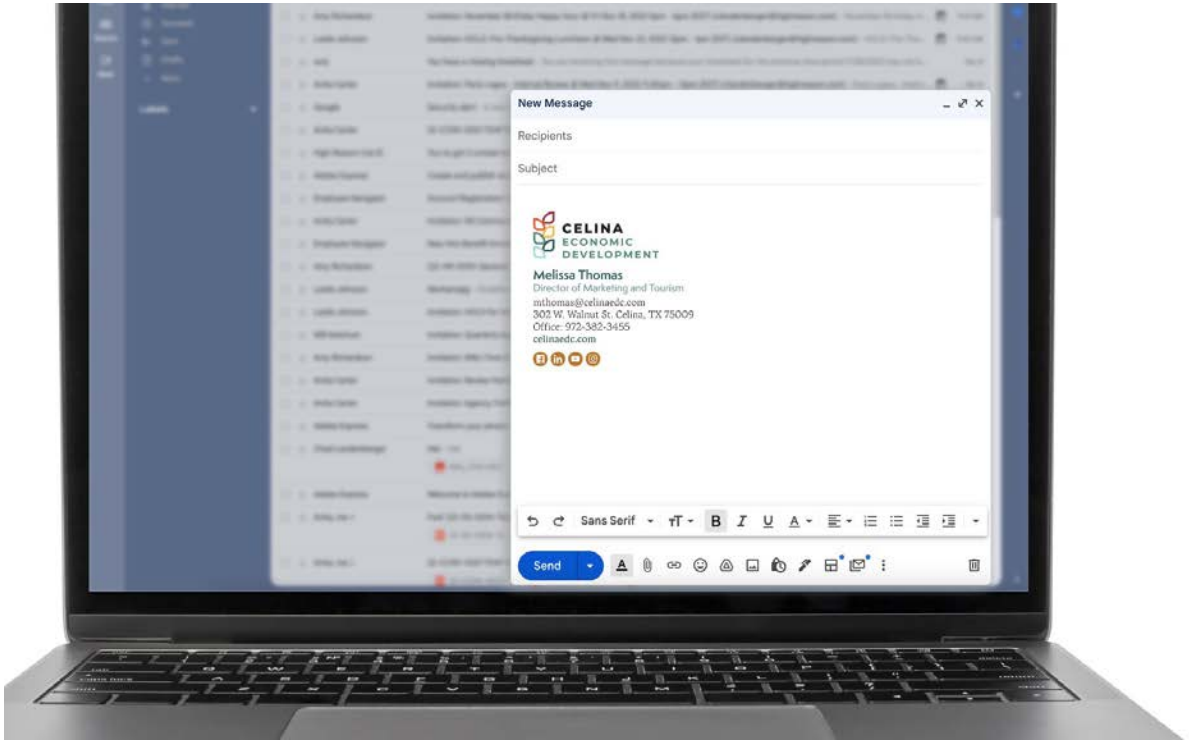
Creativity

THE TEXAS YOU WERE PROMISED.
TERRAMANIA
CELINA
ECONOMIC
DEVELOPMENT


Business Connection:
Annie Jack
309 W Pecan St
Celina, Texas 75009
CELINA
ECONOMIC
DEVELOPMENT

Creativity

ECONOMIC DEVELOPMENT – EMAIL SIGNATURE



Creativity

CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.

CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
A promise of growth.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
+60K
78
154K
>96%
1G
#1
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
A promise of opportunity.

Creativity

CELINA
ECONOMIC
DEVELOPMENT

CELINA
ECONOMIC
DEVELOPMENT

Creativity

The Texas you were promised.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
THE COMMUNITY YOU WERE PROMISED
THE SPACE YOU WERE PROMISED
THE OPPORTUNITY YOU WERE PROMISED
THE WORKFORCE YOU WERE PROMISED
THE LIFE YOU WERE PROMISED

Creativity

ECONOMIC DEVELOPMENT – DESK LONGHORN STATUE

Creativity

Creativity

Creativity

Creativity

Creativity

DOWNTOWN – FLAG

Creativity

DOWNTOWN – POLE BANNERS

Creativity

DOWNTOWN – ART INSTALLATION

Creativity

DOWNTOWN – PHOTO OP

Creativity

DOWNTOWN – BRANDED CROSSWALKS

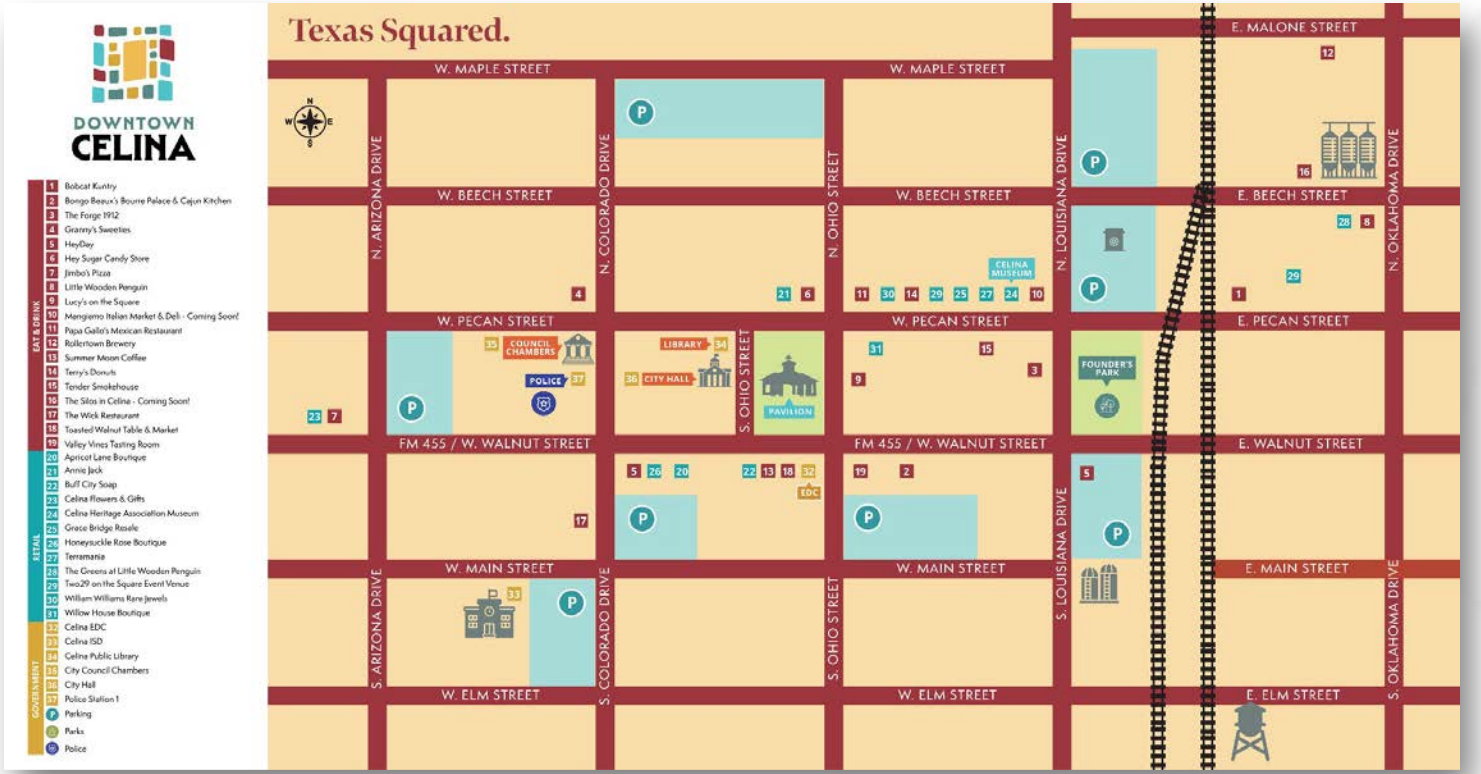
Creativity

Creativity

DOWNTOWN – SHOPPING TOTE

Creativity

DOWNTOWN – MAP



Creativity

DOWNTOWN – SIDEWALK SIGN

Creativity

DOWNTOWN – WINDOW DECALS

Creativity

Creativity

DOWNTOWN – COLLECTABLE CHRISTMAS ORNAMENT

Creativity

Creativity

DOWNTOWN – KOOZIES

Creativity

DOWNTOWN – LONGHORN HAT

ACTION

NORTH STAR
PLACE BRANDING + MARKETING

Action

So you've got two powerful new brands that capture the essence of Celina today and tomorrow. Now what? Strategic implementation is the most critical, and often the most challenging, aspect of branding. The new Celina Economic Development and Downtown Celina brands aren't just about taglines and logos. They're about energy, connection, and the authentic experiences that set Celina apart in the region and beyond. **Successful implementation relies on strategies that move the brands off the page and into the streets, boardrooms, neighborhoods, and community gatherings becoming a part of the everyday lives of residents, business owners, prospects, and visitors.**

When the whole community rallies behind the story, momentum follows. We've seen it happy in other cities across the country, and Celina is uniquely positioned to make it happen bigger and bolder and we can't wait to see it.

The following ideas are designed to bring these brands to life in Celina and beyond. Most of these tactics should roll out over the first 6 to 36 months after launch to get the momentum flowing. Some are practical, immediate steps to ensure visibility and consistency. Others are bigger ideas that will help frame Celina clearly as both "The Texas You Were Promised" and "Texas Squared."

Together, these actions will add richness, texture, and dimension to Celina's brands embedding them as naturally into your story as your thriving economy, connected community, and vibrant downtown.

Action

Celina now has the advantage of two complementary brands that share the same spirit but speak to different audiences.

Celina Economic Development tells the story of wide-open opportunity, honest growth, and a business environment built on character and cooperation.

Downtown Celina captures the community heartbeat—the authentic charm, connection, and vitality of the square that multiplies everything people love about Texas.

Each brand has its own purpose, but together they create a full picture of what Celina offers: a thriving business climate, a welcoming community, and a lifestyle that balances forward momentum with timeless Texas spirit. Strategic implementation should ensure that both brands stand strong on their own while reinforcing one another, giving Celina a cohesive identity that is bigger than the sum of its parts.

Appoint & Empower a Steward of the Brand

ACTION

Successful implementation of the brands will require **accountability, passion, understanding, and respect** for the branding effort. It will also require cooperation and partnership with other organizations, businesses, and individuals.

For these reasons, the most important contribution the branding partners in Celina can make to the ongoing success of its economic development brand is **appointing or hiring a brand leader to champion the process.**

Clay County, FL

Appoint & Empower a Steward of the Brand

ACTION

This position can be a net-new full-time position, or it could be someone with an existing position within the organization who would take on brand management tasks as part of their position. **However, we do not recommend assigning this position to an individual who already manages a full plate of job responsibilities.** Establishing a brand—especially during the first two years—can require a great deal of time.

We've provided a job description in Appendix F to help you find the perfect fit for this role. If you are appointing or assigning a brand manager to these responsibilities, the job description provided will give you a feel for the tasks this individual should manage.

And remember, **brand management by committee is a recipe for disaster; having a singular, empowered person who is passionate about Celina Economic Development and Downtown Celina** and the brands will pave the way for effective and substantial action.

Assess Community Touchpoints and Make a Plan

ACTION

Below is a preliminary list of touchpoints that should be updated as time and budget allow. The brand manager should review and add to the list during your first brand team meeting. Starting with the easily updatable or created assets will keep the project from feeling overwhelming, while also ensuring that nothing falls through the cracks. Divide the list into three categories:

1. Easy: Do immediately
2. Moderately difficult: Implement within the first year
3. Difficult: Revisit later (designate a time)

Phone greetings
Voicemails
Email signatures
Webpages
Letterhead
Publications
Packaging
Signage
Newsletters

Experiences
Proposals
Public relations, press releases
Public affairs
Marketing and advertising assets
Volunteer training/interactions
Events
Speeches
Maps
Vehicles

Name tags
Social media assets
Billboards
Posters
Buttons/pins
Gifts
Marketing partner resources
Sponsors
Local/state/national marketing
Networking events

Direct mail
Trade shows
Exhibits
Products
Presentations
Annual reports
Sales promotions
Videos
Anniversary celebrations
Logo variations for partners

Rebrand Key Touchpoints Immediately

ACTION

A few suggestions on how to integrate the brand visually and strategically into key touchpoints:

Stationery: It's obvious but vitally important. Every letter, envelope, business card, memo, and invoice issued should reflect the brand's graphic identity.

Give all involved a designated number of weeks/months to use up any existing stocks of stationery. Require reprinting to occur in the spirit of the brand.

Digital assets, such as presentation templates and email signatures, are critically important and cost little to update, so that should be done immediately.

Rebrand Key Touchpoints Immediately

ACTION

A few suggestions on how to integrate the brand visually and strategically into key touchpoints:

Trade show displays: Use the new brand identity together with high-quality photography to present the Celina Economic Development identity in your trade show displays. Design the booth to incorporate the logo and strapline.

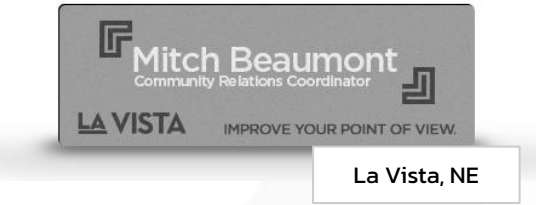
- Develop synergistic relationships so that you are aware of national conferences that are scheduled well in advance. Mine those conferences for opportunities that align with your target industries and innovative entrepreneurs in general. Cultivate leads with those planning to attend so you can introduce the advantages and opportunities of Celina.

Rebrand Key Touchpoints Immediately

ACTION

A few suggestions on how to integrate the brand visually and strategically into key touchpoints:

Press Releases: All releases should contain a closing statement/paragraph that supports the essence of the brand strategy and the community. This paragraph will serve as an ongoing resource to remind media about the brand message and purpose (the brand narrative can guide this language for Downtown Celina). One of the keys to successful branding (or any kind of persuasive communications) is to reiterate your strategy whenever possible.



La Vista, NE

Name tags: Offer all EDC employees name tags showcasing the brand. Consider offering co-branded name tags to downtown businesses or provide branded stickers to add to existing tags.

These suggestions are not intended to be an exhaustive checklist, but rather as a guide to help you get started.

Explain the Brand In-depth to Create Buzz and Buy-In

ACTION

Once the work of creating a brand identity is done, it becomes critically important to expand adoption of the brand so that stakeholders and prospects at the grassroots level **understand it, buy into it, and become ambassadors for it.**

Reach out to both public and private stakeholder groups positioned to help you more fully integrate the brands.

If you have selected/hired a brand manager, this person should make these educational presentations an early priority.

Menifee, CA

Explain the Brand In Depth to Create Buzz and Buy-In

ACTION

Start by creating a branding deck that people can use to introduce and explain the brand. You should use this presentation with a variety of different groups in the community (and you can customize the presentation as appropriate for each different audience). The presentation should include:

- **An overview of the project:** Why was the project initiated? Who was involved?
- **A breakdown of the research:** What did you learn?
- **An explanation of the strategy:** Your strategic DNA platform and why it fits. How will this approach help market what makes it special?
- **Examples of the creative:** Explain why particular colors and images were used, how Celina will be able to use these assets to create a stronger sense of economic momentum, encourage visitation, etc.
- **Future plans for the brand(s):** How do you plan to use the brand(s) immediately and in the long-term? What do you have planned to take the brand(s) beyond just a logo and strapline?
- **Avenues to get excited and get involved:** How can your audience participate in and benefit from the new brand(s)? Are there existing partnerships, activities, festivals, and events that could integrate your brand(s) messaging in the community?

Site Selector Outreach

ACTION

Design **a new economic development kit to send to site selectors or new (or potential) business owners in town, depending on the need.**

Insert one sheets explaining tax incentives, available office space and land for development, workforce development efforts, and overall quality of life.

Include a letter from the mayor or economic development office along with a branded card in the appropriate slot.

Branded window decals, event brochures, photographs, and other information can also be included.

Organize an Annual "Delivering the Promise" Awards Ceremony

ACTION

Establish an annual gala event recognizing businesses, entrepreneurs, and community leaders who exemplify the spirit of "The Texas You Were Promised" through their contributions to Celina's economic growth. Celebrate achievements in categories such as creating connections, community impact, opening doors, and opportunity maker—aligning each award with core brand values.

Winners receive custom-designed branded trophies, certificates of recognition, and the opportunity to be profiled across Celina Economic Development's digital channels and publications. The event itself should feel like a celebration of connection and momentum—complete with inspiring stories, live entertainment, and branded décor that reinforces the city's heritage and vibrant business community.

In addition to honoring excellence, the awards create a new tradition that fosters pride, visibility, and a culture of shared success.

Recruiting New Businesses

ACTION

Create a "Welcome to the Texas You Were Promised" banner for red-carpet tours. Impress prospects with a banner that visually imparts the idea of Celina as a place where businesses can still expect a real Texas opportunity.

In addition to your website and collateral (folder), design a monthly or quarterly e-newsletter specifically for economic development prospects, partners, and stakeholders in the spirit of the brand to keep them informed about all the exciting things going on in Celina. You can also share video testimonials and other PR tools with the database.

When your brand presentation and printed materials are ready for prime time, host a meeting of top economic development stakeholders to introduce and explain the brand and how it will be used to foster economic momentum. Focus on creating the environment and activities that are friendly and encouraging to businesses, thereby disrupting expectations and accelerating outcomes. That includes any permitting, zoning, and other City practices that business organizations have to engage. The permitting and other City processes must match the strategy and be user friendly and expeditious. They must be emblematic of the brand.

Clark County, NV

Welcoming New Businesses

ACTION

Welcome new businesses to Celina with a special gift. Provide longhorn desk statues that deliver the message "Welcome to the Texas You Were Promised" or subtly branded artwork to adorn the business's new space. Deliver the gift with a letter from Economic Development and/or City leadership offering congratulations and any assistance they may need. Include other resources to help the business or their team settle into their new home (maps, event calendars, contact lists, etc.).

Activate the Brand with Downtown Businesses

ACTION

The resources and manpower to accomplish the goals of the Downtown Celina brand will be increased exponentially by marshalling the power of your downtown business owners. A team approach to activating the brand furthers the buy-in and adoption of the resulting work.

Hold regular meetings under the guidance of the brand leadership team.
Some ideas to get you started:

- Have a brand sneak peek meeting for all downtown businesses hand out window decals and talk about potential brand activation ideas. Encourage participants to brainstorm other ways the brand can be integrated into the downtown experience for residents and visitors alike.
- Offer people that participate in the brand a branded lapel pin that teases interest and questions.
- Develop a branding toolkit that businesses can use to put the brand to work. Include research and the explanation of the brand, camera-ready art of the logo, window decals for storefronts and cars, and a premium item. Offer the toolkit online or on branded USB drives.

Offer Co-Branding Opportunities

ACTION

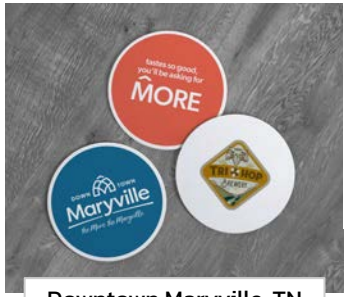
Review the offerings of your downtown business community and look for brand extension opportunities.

A coffee house could offer blends inspired by the brand such as the 'Extra Texas' blend that wakes you up and gets you going. Help promote that branded blend by subsidizing Downtown Celina coffee cups or sleeves. Bars and restaurants are great partners to offer co-branded coasters. Business on one side; Downtown Celina on the other.

Ask downtown businesses to program their cash registers to add this line to the bottom of the receipt, under the business name: "Proud to be Texas Squared in Downtown Celina" to build brand awareness and community pride.

Offer branded shopping bags to local businesses at cost for them to sell or offer as a gift with purchase.

Downtown New Orleans, LA



Downtown Maryville, TN

Downtown Events Squared

Capitalize on Downtown Celina's popular events by infusing the new brand. Set up a Downtown Celina Selfie Station at each event. Consider adding a removable event banner to mark each occasion so locals can "collect" event photos each time.

Movie Night: host a Texas Squared night at the movies and screen a film that is set in or has a decidedly Texas flair. Offer attendees free Downtown Celina stickers and have other branded merchandise available for purchase.

Friday Night Market: give each vendor a special Texas-themed stamp and produce cards for participants to collect stamps to complete a "Texas Square" and trade it in for free branded merchandise or entry into a drawing for prizes from downtown businesses.

Holiday Celebrations Squared

ACTION

Make the holidays in Downtown Celina feel unmistakably Texas Squared. Launch a limited edition ornament each year produced with a local maker if possible and sold at downtown shops and holiday events. Pair those ornaments with branded wrapping paper sold by the roll and offered free at merchant gift-wrap stations (volunteer run or staffed by a local nonprofit organization for donations). This paper sends the message of the wonderful treasures in Downtown Celina far and wide. These physical representations of the brand anchor the seasonal story in Downtown Celina's hospitality and authenticity and gives visitors a reason to bring a piece of the square home with them.

Sell a collectable square hot cocoa mug that entitles the bearer to hot cocoa refills at participating businesses during weekend markets or events. Add layers of activation like a merchant "Texas Squared" window decorating competition or a holiday passport to Texas Squared gift giving.

Make the program feel generous and civic-minded to authentically reflect Downtown Celina's DNA. Tie one ornament or mug design to a community cause and donate a percentage of sales or do a "Buy One Give One" model with local charities.

Marketing Plan

NORTH STAR
PLACE BRANDING + MARKETING

Plan Overview

This plan takes an integrated approach to marketing and communicating Celina's new Economic Development and Downtown brand identities, benefits, and key differentiators to help achieve its business and economic objectives.

This plan was developed by leveraging the insights from the branding process as well as through input received from the team in Celina. Specifically, the team provided, prioritized, and approved the community's business objectives and marketing strategies, which all informed the development of the full plan.

The North Star team built this plan with the understanding that Celina will outsource various aspects of its implementation. The budget and timelines are high-level estimates that should be scoped further with third-party vendors. North Star regularly supports communities to implement brands and marketing plans following the initial brand engagement and is able to manage all aspects of this plan that may require outsourcing. At Celina's request, it can form a separate agreement to help execute the plan or portions of it.

The plan includes both high-level and specific recommendations for approaches and tactics, where some elements (e.g., creative materials, media buys, and spend allocations) must be built out during plan execution. North Star has accounted for this development period within the plan budget and timeline.

Plan Overview

Below is a brief outline of what is included in this marketing plan.

- Economic and marketing objectives
- Target audiences
- Marketing strategy
- Tactical directions
- High-level timeline guidance
- Budget
- Recommendations for measurement and key performance indicators

Objectives

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PLACE BRANDING + MARKETING

Marketing Objectives

The following objectives are organized into two categories: economic and marketing. The core of every marketing program are your **economic objectives: what you want the plan to ultimately achieve** and advance in your community. The **communications objectives support the business targets, establishing how the marketing program will drive broader community goals.**

Economic Objectives	• **Increase visitation and tourism revenue** • **Attract more office employers and corporate headquarters**

Marketing Objectives	• **Build awareness and understanding of Celina's:**
	  ○ **Unique differentiators**
	  ○ **Visitation opportunities**
	  ○ **Economic advantages for businesses**

Target Audiences

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Target Audiences

Dallas-Fort Worth Residents

Insights & Opportunities:

- Target young to middle-age families
- Focus regionally to leverage proximity and build familiarity, with emphasis on northern half of DFW region

Developers & Site Selectors

Insights & Opportunities:

- Strong emphasis on business friendly environment & "quality of life essentials" (big box retailers + community character)
- Focus on all sectors; emphasis on office/corporate HQs

Existing Residents

Insights & Opportunities:

- Strong brand barometer & self-esteem
- Must protect sense of community

Strategy

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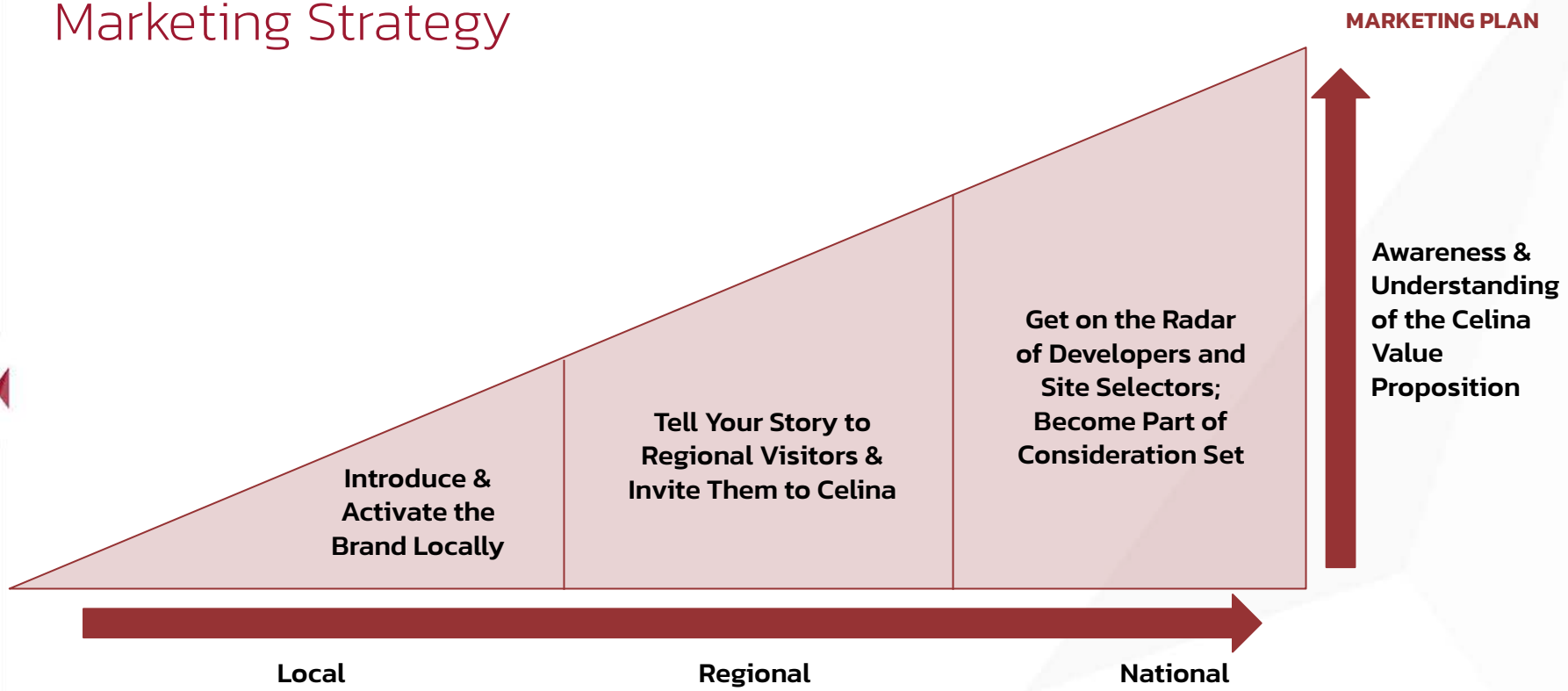
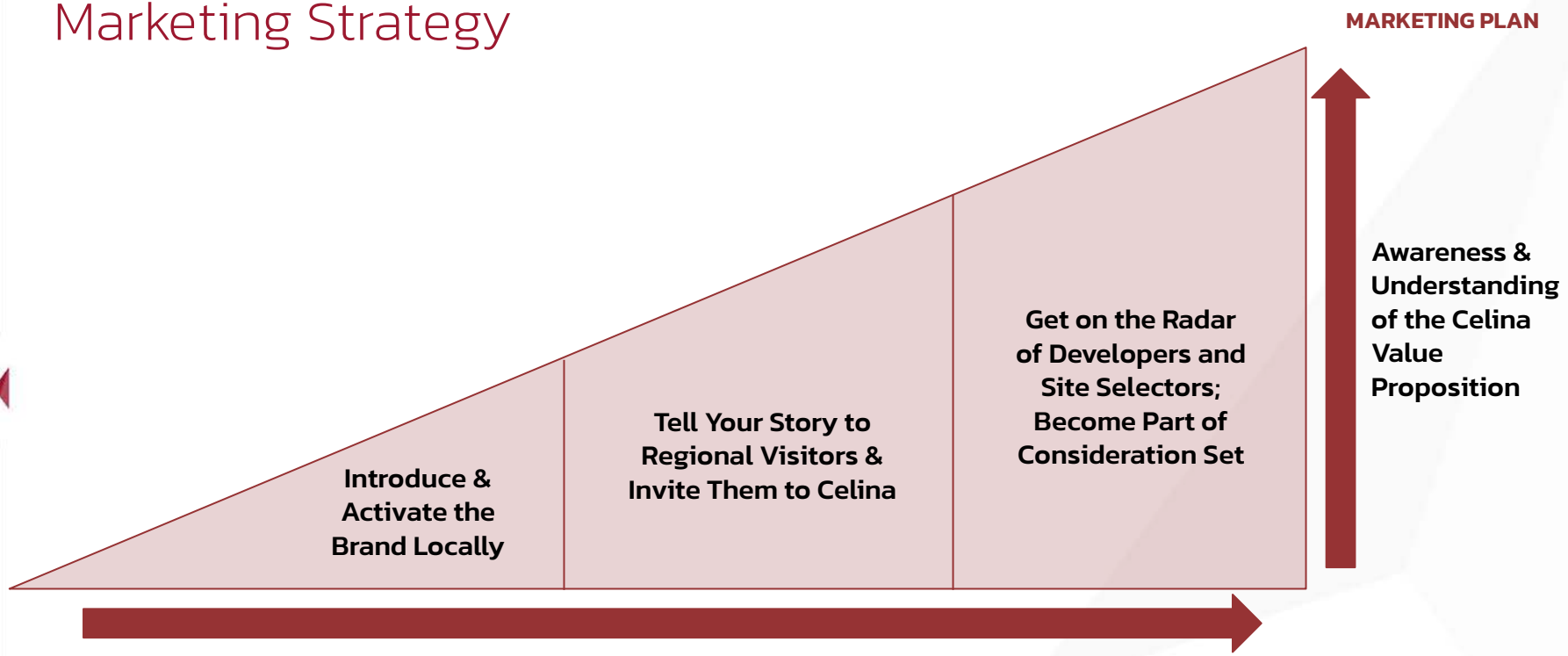
Marketing Strategy



Marketing Strategy



Tactics

Part One: Local Brand Activation

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Local Brand Introduction & Education

- Refresh Celina Economic Development's LinkedIn page (profile photo, cover photo, description, etc.) with the new look-and-feel and narrative of the brand.
    - Additionally, ensure key economic development leaders also update their LinkedIn personal profiles with customized LinkedIn cover photos showcasing the new brand.
- Create a short video that introduces the new economic development and downtown brands' key messaging and value proposition. This video should be effective in ensuring local stakeholders understand the brand positioning but it can also be used as a tool to introduce Celina's downtown to outside prospects, including potential visitors and site selectors.
- Organize a deskside briefing with the Celina Record to share/reinforce the Celina Economic Development's goals for the city and how the new brand positioning will play a role in telling its story effectively among key target audiences.
- Importantly, avoid a grand "ta-da" unveil in a centralized fashion either virtually or in-person. Focus on slowly implementing the brand across marketing channels, always alongside communicating the important role the brand (beyond the logo) will play in furthering advancing and bettering the community through economic development.

**These tactics should take place in the few months following the close of this project.*

Tactics

Part Two: Regional Visitation

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The Path to Increasing Regional Visitation

- As Celina begins implementing the brand externally to achieve its core economic objectives, an initial focus is to build recognition among consumers in the Dallas-Fort Worth metroplex.

- Within Celina's planned budget, it's most effective path to achieving this objective is through:

    - **Regional public (media) relations**
    - **Ongoing paid media and influencer partnerships**

- The following slides outline recommendations in each of the above areas across the initial years of the marketing program.

Regional Public Relations

- Celina is an important piece of Dallas-Fort Worth's rapid growth, and it should be part of the story being told around how that growth is being managed. This story has both regional and national components. For now, this portion of the plan focuses on media relations within the region.

- The Celina team should implement a public relations campaign among regional media, offering stories around how the city is becoming a hot spot in several ways: for relocators, but also for weekend visitors from across the region.

- An economic development leader should tell this story and discuss all of the past/current and future investments (including the brand) being made to ensure Celina is part of the conversation.

- In the future, as more initiatives receive funding, break ground or officially open, it should engage regional media via stories under embargo, sneak peek tours, ribbon cuttings, and more. The more regional media visit Celina, the more awareness it builds with prospective regional visitors or even businesses looking to relocate or expand within the region.

Target Regional Media

- Celina should target a variety of regional media, including but not limited to:

DALLAS BUSINESS JOURNAL

The Dallas Morning News

Star-Telegram FORT WORTH

FORT WORTH BUSINESS PRESS

STAR LOCAL MEDIA

aldíadallas

Regional Paid Media

- Regarding its regional objectives, Celina must balance the strong visibility and credibility resulting from periodic earned media with a focused paid media strategy, which produces a more consistent recognition leading to more top-of-mind awareness.

- North Star recommends a paid media mix involving:

    - Digital display and paid social media
    - Social media influencers and content creators
    - Select out-of-home (OOH) advertising

Digital Display & Paid Social Media

- Celina should continue to leverage its 'Life in Celina, TX' social media pages to promote the city as a destination among young-to-middle-age families in the northern half of the Dallas-Fort Worth metroplex.
- With paid social campaigns already running, it should expand the paid strategy to target the above people and areas within the metroplex regularly across the year.
- The content strategy should build awareness of Celina as an ideal weekend trip, featuring:
    - Key upcoming events and activities
    - "Man-on-the-street" interviews about what makes Celina (and certain events) special
    - Things to do in Celina on a Saturday or Sunday
    - Short videos that highlight various businesses in Downtown Celina
    - Notable AirBnBs in Celina
- Celina should also consider running regional digital display ads that provide the ability to retarget audiences who engage with Celina content. These ads should also be built around a content strategy that positions Celina as a "must" weekend visit for families in the Dallas-Fort Worth metroplex, leveraging the new brand's look-and-feel.

Influencers & Content Creators

- In addition to more traditional forms of paid media, Celina should engage influencers and content creators in the Dallas–Fort Worth market.
- The objectives of this engagement opportunity are two-fold: Celina raises more awareness of its weekend trip offerings, and it can involve local businesses by offering discounts and incentives through influencers.
- These content partnerships would primarily involve several Dallas–Fort Worth–based influencers and content creators visiting Celina on a Saturday or Sunday and visiting various assets that Celina has to offer—notably, its downtown as a whole, and the businesses and events that are present within downtown.
- Celina may focus on influencers and content creators that reach a broad set of audiences, with an emphasis on young-to-middle-age families. The following slide establishes initial recommendations, which can be built further in the activation period.

Target Influencers & Content Creators

kyrahenry_ Follow Message

877 posts 315K followers 1,449 following

stephaniecamillee Follow Message

605 posts 224K followers 3,472 following

dfw.topsites Follow Message

480 posts 239K followers 696 following

malloryleerichardson Follow Message

1,525 posts 350K followers 2,344 following

neelykins Follow Message

3,257 posts 230K followers 4,103 following

Select OOH Advertising

- Celina should also consider the implementation of select out-of-home (OOH) advertising to complement its digital marketing efforts aimed at attracting regional visitation. If implemented, this OOH advertising should run only 1-2 times per year ahead of key events and activities appealing to young-to-middle-age families.

OOH Advertising Targets*:

- Billboards on high-traffic corridors on the northern half of the Dallas-Fort Worth metroplex, including US-75, Sam Rayburn Tollway, and Dallas North Tollway

- Shopping centers and family destinations in nearby communities, such as Stonebriar Centre (Frisco), Legacy West (Plano) and Downtown McKinney

**North Star can support Celina with a complete media plan with specific pricing and timing during the activation period.*

Tactics

Part Three: Developer & Site Selector Engagement

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Site Selectors & Developers: Getting on Their Radar

- Celina Economic Development expressed a need to "be on the map" when it comes to key developers and site selectors. Opportunities are vast for a wide range of industries, particularly for high-end, mixed-use entertainment corridors, as well as office/corporate headquarter corporations.

- This portion of the marketing plan focuses on building the profile and visibility of Celina as an economic destination among site selectors and developers. North Star recommends activating in the following areas.

    - **Development of key collateral and other marketing material**
    - **Strategic public (media) relations at a national level**
    - **Engagement and networking opportunities with site selectors**

Creative Assets for Day One

- It is critical for Celina to possess a variety of creative assets to effectively tell its story to decision makers in the site selection arena. Early in plan execution, North Star recommends developing the following materials, leveraging the new brand identity.

    - One-page fact sheet on the Celina economy
    - Target industry one-pagers
    - An economic development two-pocket folder with inserts dedicated to the distinct strengths of Celina:
        - Gigabit capacity
        - Background on incentive opportunities
        - Available talent and workforce
        - Advantageous location
        - Quality of life

National Public Relations

- As one of the country's fastest-growing communities, Celina has the notoriety and credibility to be part of the economic and place making conversations at a national media level.
- On an ongoing basis, Celina should build relationships with key national reporters that cover a variety of topics from the U.S. economy and economic development to site selection and Celina's key industries.
- The goal is to serve as a resource for these reporters and ultimately earn coverage on the growth and ongoing evolution of Celina, including its role in the Dallas-Fort Worth economy.
- Importantly, national media is a marathon, not a sprint, and pays big dividends over time. The program requires constant focus and attention to not only cultivate stories over time, but also to pounce when an immediate opportunity in the news presents itself.
- The following slides offer a peek into national media angles and targets that the program should implement.

National Angles & Targets

Angle	Detail
From Farm to Fast Growth: How Celina is Becoming Texas' New Hot Spot for Families	Celina is one of the fastest-growing cities in the U.S., transforming from a small agricultural town into a thriving suburb and industry hub. Here's how they took advantage of Dallas–Fort Worth's stretching borders.
Celina: Downtown as an Economic Engine	Celina's downtown is the latest case study in how the right mix of strategic investments and historic preservation serves as an economic catapult that attracts both visitors and business.

Sample Targets:

SITE SELECTION MAGAZINE

Bloomberg Business

USA TODAY

BUSINESS INSIDER

THE WALL STREET JOURNAL.

Business Facilities The Source For Site Selectors

COMMERCIAL PROPERTY EXECUTIVE

Bringing the Media to Celina

- In addition to pitching stories about Celina, the team should invite target reporters to Celina to experience the city for themselves.

- These “Media FAM Tour” trips should include a full schedule of visits and interviews with key stakeholders relevant to the reporter’s editorial focus. For example, trips often include:

    - A driving tour of the city
    - Interviews with city and economic development leadership
    - Visits to key businesses and community assets

- These trips are effective as many reporters in the site selection and economic development space make them, and they are strong relationship builders. They frequently result in coverage in the weeks and months following the visit.

Site Selectors Guild

- To begin building its visibility and profile among site selectors, North Star recommends that Celina join the Site Selectors Guild, the leading association for professional site selection consultants, as a Guild Partner.

- The Guild Partner Program offers economic development organizations (EDOs) enhanced access to site selection consultants through intimate, partner-only networking events, and ultimately aims to build strong working relationships between economic development professionals and the industry's top site selection consultants.

- Benefits:
  - Attend small partner-only networking events with site selectors four (4) times per year.
  - Sponsor and attend the Annual Conference and Fall Forum
  - Participate in Guild research and thought leadership programs
  - Listed on the Site Selectors Guild website

- Becoming a Guild Partner is a strong first step toward building key relationships and being part of the consideration set among top site selectors in the U.S.

Inbound FAM Tours

- A key strategy for build relationships and Celina's profile among site selection consultants involves getting consultants' boots on the ground. FAM tours are a highly effective tactic to get corporate location decision influencers in-market and educated on target industry capability and preparedness.
- Celina should coordinate an annual, inbound familiarization (FAM) tour with a shortlist of (4-5) site consultants that takes place over two to three days. It should structure an itinerary that demonstrates the area's key advantages, is a memorable experience for the participants and nurtures relationships with the attending 4-5 site selection consultants.
- The first step involves establishing a targeted list of site selectors to invite based on their target industry focus. From there, the team should conduct all outreach and manage travel arrangements with the site selectors.
- It should also provide a briefing book to key Celina participants that details the tour itinerary and provides bios and background information on each site selector.
- Celina must also manage follow-up communications after the tour and conduct a post-FAM tour survey to inform the planning and effectiveness of future trips.

SEO Strategy

- Given Celina's presence in a fast-growing and in-demand state, a smart SEO strategy will elevate Celina's story by increasing the city's visibility with developers and other business/site selection decision-makers. It should pursue the following.

- Conduct an SEO audit to inform the ongoing optimization of the Celina website in the eyes of search engines. These will help uncover technical improvements and a keyword and content strategy moving forward.

- Execute technical improvements leveraging the audit findings. These improvements may include fixing duplicate meta titles and descriptions, correcting external links with non-descriptive or no anchor text, adding metadata or revising metadata to be more SEO-friendly and more.

- Revise several website pages to improve ranking ability with search engines. This work should involve revising content to include important supporting keywords and terms needed to rank for target keyword(s), revising/adding metadata, adding needed internal and/or external linking, and revising content to be Google-friendly.

- Bridge content gaps and further improve search rankings by posting at least six (6) blog posts annually.

Budget Allocation

Budget Allocation

Year 1: Getting Started

Activity	Budget Level
Brand Introduction & Value Proposition Video	$25,000
Local & Regional Public (Media) Relations	$40,000
Paid Media: Regional Digital/Social	$20,000
Paid Media: Influencer Partnerships	$10,000
Initial Creative Asset Development	$25,000
Site Selectors Guild Partner Program	$2,500
SEO Audit & Initial Technical Improvements	$17,500
Total:	***$140,000***

Budget Allocation

Year 2: Ramping Up

Activity	Budget Level
Regional & National Public (Media) Relations	$70,200
Media Visits (2 Annually)	$3,000
Paid Media: Regional Digital/Social	$30,000
Paid Media: Influencer Partnerships	$20,000
Paid Media: Regional OOH	$15,000
Additional Creative Asset Development	$10,000
Site Selectors Guild Partner Program	$2,500
Site Selector FAM Tour (Professional Services Fee + Expenses)	($25,000 + $20,000)
Ongoing SEO Improvements, Page Optimization & Reporting	$36,000
Total:	***$231,700***

Budget Allocation

Year 3: Aggressive Marketers

Activity	Budget Level
Regional & National Public (Media) Relations	$84,000
Media Visits (2 Annually)	$3,000
Paid Media: Regional Digital/Social	$50,000
Paid Media: Influencer Partnerships	$30,000
Paid Media: Regional OOH	$25,000
Additional Creative Asset Development	$10,000
Site Selectors Guild (Partner Program + Annual Conference Sponsor)	($2,500 + $10,000)
Site Selector FAM Tour (Professional Services Fee + Expenses)	($25,000 + $20,000)
Ongoing SEO Improvements, Page Optimization & Reporting	$36,000
Total:	***$295,500***

Year One Timeline

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Timeline Breakdown by Tactic

Activity	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Finalize plan & responsibilities															
Brand video															
Initial creative asset dev.															
Local/regional PR															
Paid media implementation*															
Site Selectors Guild Partner															
SEO audit & initial improvements															

**Shading represents potential period; exact timing dependent on complete media plan (budget/chosen tactics)*

Key Performance Indicators

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Key Performance Indicators

Regional Visitation:

- Benchmarking and ongoing changes in overnight Airbnb stays
- Increases in 'Life in Celina' social media following and engagement (likes/reactions, shares, story views)
- Earned media hits by depth of article, extent of Celina official quoted, tier of media, readership/viewership
- Advertising equivalency of earned media
- Paid media engagement (impressions, clicks, conversions, etc.)
- Engagement with codes or promotions offered through regional influencers
- Brand barometer score every 2-3 years

Site Selector & Developer Engagement:

- Earned media hits by depth of article, extent of Celina official quoted, tier of media, readership/viewership
- Advertising equivalency of earned media
- Number of reporter visits to Celina and resulting coverage
- Increases in Celina Economic Development LinkedIn following and engagement (likes/reactions, reposts, etc.)
- Number of reporter visits to Celina and resulting coverage
- Paid media engagement (impressions, clicks, conversions, etc.)
- New relationships and leads from Site Selectors Guild involvement
- Response and acceptance rate of site selectors re: inbound FAM tours, and resulting site inquiries
- Changes in website traffic and search authority due to SEO program

Key Messaging

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Celina's story, *The Texas You Were Promised*, is both an emotional promise and a pragmatic offering. The messaging here combines heartfelt authenticity with measurable readiness. Celina delivers both. Use this messaging consistently, and always back up the claims with action and proof. When the story is true, and the evidence is visible, the decision to choose Celina becomes obvious.

Core Positioning

Celina delivers *"The Texas You Were Promised,"* wide-open opportunity with honest deals, authentic community character, and the infrastructure to scale. Here, businesses grow in an environment where character and connection still drive progress.

Why it matters:

Celina uniquely combines rapid, strategic growth with small-town trust and quality of life, a rare investor-friendly place where development is built on relationships, not just spreadsheets.

What does “The Texas You Were Promised?” Mean?

KEY MESSAGING

- **Ready for Opportunity** – shovel-ready sites, plenty of space to scale, value, and modern infrastructure (fiber, utilities, tollway access)
- **Trust & Value: Honest Partnerships** – collaborative local government, a team ready to help you make it happen, and an environment built on relationships and fair deals
- **People & Place: Life that Fits** – a skilled regional talent base, top-rated schools, authentic community culture, and a downtown (Texas Squared) that amplifies lifestyle recruiting
- **Harnessed Momentum: Grow with Roots** – fast growth with intentional planning that preserves a better way of life and of doing things

Audience-Specific Messaging

National Developers & Site Selectors

Primary Needs: *Speed, certainty, scalability*

Top 3 Messages:

- **Shovel-ready land and room to scale**
- **Infrastructure built for growth**
- **Partnership that performs**

Celina is where projects break ground without drama–ready sites, modern infrastructure, and a local team that treats development as a partnership. It's the Texas you were promised, wide open opportunity with a handshake.

Corporate HQ/Regional Offices

Primary Needs: *Talent attraction/retention, quality of life, predictable costs, connectivity*

Top 3 Messages:

- **Recruit and keep top talent**
- **Operationally efficient** (infrastructure + proximity to DFW)
- **Connected and supportive**

Move your operations and your people to a place that delivers on promises: a healthy talent pipeline, lifestyle benefits for families, and operational reliability. It's the Texas you were promised, big opportunity with a better life.

Audience-Specific Messaging

Small Business Owners & Retailers

Primary Needs: *Local demand, community support, ease of entry, marketing reach*

Top 3 Messages:

- **Customers are here**
- **Neighbors first**
- **Practical support**

Bring your dream to a city that will welcome it–a growing population, a downtown that celebrates local shops, and a community that shows up for small businesses. True connections and support, it's the Texas you were promised.

Young Family Weekend Visitors

Primary Needs: *easy to plan and reach, affordable, safe, unique, fun*

Top 3 Messages:

- **Easy and memorable**
- **Hometown traditions families will love**
- **Close, convenient, and welcoming**

Want a weekend that's easy, authentic, and fun for kids and grownups? Celina serves up true Texas charm, safe play spaces, great food, and hometown moments just a short drive away. Come experience Texas Squared.

EVALUATION

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Evaluation

How Is The Brand Performing?

Evaluation yields new information which may lead to the beginning of a new planning cycle. Information may be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time. These methods of evaluation should be used once a visual brand identity has been established based on the strategic brand platform.

Ideally, two basic questions will be answered when there is visible implementation of your brand in the community: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in consumer action that will achieve the desired objectives of the brand? Turnkey or do-it-yourself programs are recommended depending on the needs of the community.

To begin the process of brand evaluation, North Star has set up a schedule to discuss Celina's brand progress. This schedule begins immediately after the delivery of your BrandPrint.

- Immediately – North Star recommends building your databases and keeping them current. This ensures future success measurements can be calculated. These leads will be the best data start point for future brand evaluation.
- One year – North Star will conduct an assessment call to outline a plan for determining brand performance moving forward. Celina will be contacted to determine specific measurement goals, including re-measuring awareness and perception of the community among intended audiences.

Evaluation

As stated previously, North Star will consult with the community at the proposed times to evaluate your specific needs. Keep in mind that many of the research pieces in your BrandPrint were created to act as benchmarks by which future improvements can be measured. Based on what we now know of the community, likely recommendations for success measurements at Celina's one-year mark may include:

- Online Community Survey
- Community Brand Barometer
- Consumer Awareness and Perception Study

Evaluation

Purpose

The purpose of the Online Community Survey is to gain a quantitative measure of the community's perceptions of Celina.

Methodology + Results

This qualitative survey is fielded online and is open to all residents of the community. The study measures the following:

- Overall top-of-mind perceptions of Celina
- Strengths and weaknesses of Celina
- Resident suggestions on what is missing in Celina
- Measurements of Celina's quality of life indicators

Positive resident perceptions are a strong indicator of brand success. Successful brand implementation will energize the resident base, making them more likely to think of the community in a positive light.

Timing

The Online Community Survey should be conducted biannually. The first survey should be conducted no sooner than two years from brand introduction (when there is visible implementation of your brand in the community).

Evaluation

Purpose

The Community Brand Barometer measures the strength of Celina's brand according to:
Resident satisfaction/advocacy with the brand as a place to live, work, and visit
Brand satisfaction/advocacy relative to the nation

Methodology + Results

The methodology for the Brand Barometer has been carefully developed and determined to be statistically significant. Participants answer three questions:

- Would you recommend living in Celina to a friend or colleague?
- Would you recommend visiting Celina to a friend or colleague?
- Would you recommend conducting business in Celina to a friend or colleague?

Resident advocacy is one of the strongest measures of brand success. Successful brand implementation will energize the resident base, making them more likely to recommend their community to others.

Timing

The Community Brand Barometer should be conducted biannually. The first Brand Barometer should be conducted no sooner than two years from brand introduction (when there is visible implementation of your brand in the community).

Evaluation

Purpose

The purpose of this study is to gain insight into external consumer awareness, visitation, and perceptions of Celina.

Methodology + Results

This quantitative survey is fielded online outside of Celina borders in order to obtain an outsider's perspective. The survey measures:

- Overall top-of-mind perceptions of Celina and immediate competitors
- Consumer visitation trends (frequency and nature of visitation)
- Consumer visitation drivers (business, leisure, friends and family)
- Strengths and weaknesses of Celina identified within community attributes
- Consumer suggestions on what is missing in Celina
- Measurements of Celina's delivery of hospitality
- Measurements of Celina's quality of life indicators

Timing

The CAP Study should be conducted every 3-5 years. The first survey should be conducted no sooner than two years from brand introduction (when there is visible implementation of your brand in the community).

Thank You, Celina!

NORTH STAR
PLACE BRANDING + MARKETING

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: November 11, 2025

Agenda Item:
Consider and act upon a Resolution approving and authorizing the Mayor to execute the Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances and resolving other related matters for the Cross Creek Meadows Public Improvement District (PID). (Bromiley)

Background Information:
The Cross Creek Meadows Public Improvement District (the "Cross Creek Meadows PID") was created by the City on April 11, 2023, and is an approximately 245 acre master planned project located in a fast-growing development area of the City generally located on the east side of County Road 87 and north of the Collin County Outer Loop, approximately 1.2 miles east of Preston Road.

The Cross Creek Meadows PID will consist of residential homesites. The Cross Creek Meadows PID is expected to be developed in four phases over a four-year period. The public improvements will include road, water, sewer and storm drainage infrastructure. Upon completion, the Cross Creek Meadows PID is expected to have approximately 823 single family homes and approximately 266 "build to rent" multifamily residential units.

The PID annual installments in the Annual Service Plan Update include amounts for the payment of principal and interest on the PID bonds and reimbursement agreement, if any, PID administrative expenses, additional interest for prepayment and delinquency reserves. The Service Plan is prepared annually and presented to Council as required by Chapter 372 of the Texas Local Government Code. The Service Plan was taken to City Council on August 12, 2025, and was approved by Council.

- A Reimbursement Agreement is already in place for Cross Creek Meadows Improvement Area #1, which was approved by City Council on April 11, 2023.

- The Reimbursement Agreement before Council today is intended to establish reimbursement provisions for all additional phases not covered under the original Improvement Area #1 agreement, including Improvement Area #2 and any future areas that may be created.

- The agreement provides for reimbursement to the Developer for improvement costs that were previously advanced and that are allowed under the authorization improvement stated in the SAP and relevant Developer's agreements.

- Future Service and Assessment Plan amendments will outline the costs, assessments, and funding details for each new phase as they are developed.

- No Cross Creek Meadows PID Bonds have been issued to date for Improvement Area #2 or any additional phases that may be created. Any remaining amounts owed to the Developer under the reimbursement agreement are expected to be paid from the proceeds of future bond issuances, which will fulfill the City's reimbursement obligations.

Legal Review:
Bond Council and Legal reviewed.

Supporting Documents:
1. Staff Presentation
2. Resolution - Reimbursement Agreement

Financial Consideration:
No financial considerations

Staff Recommendation:
Staff recommends approval.

CROSS CREEK MEADOWS

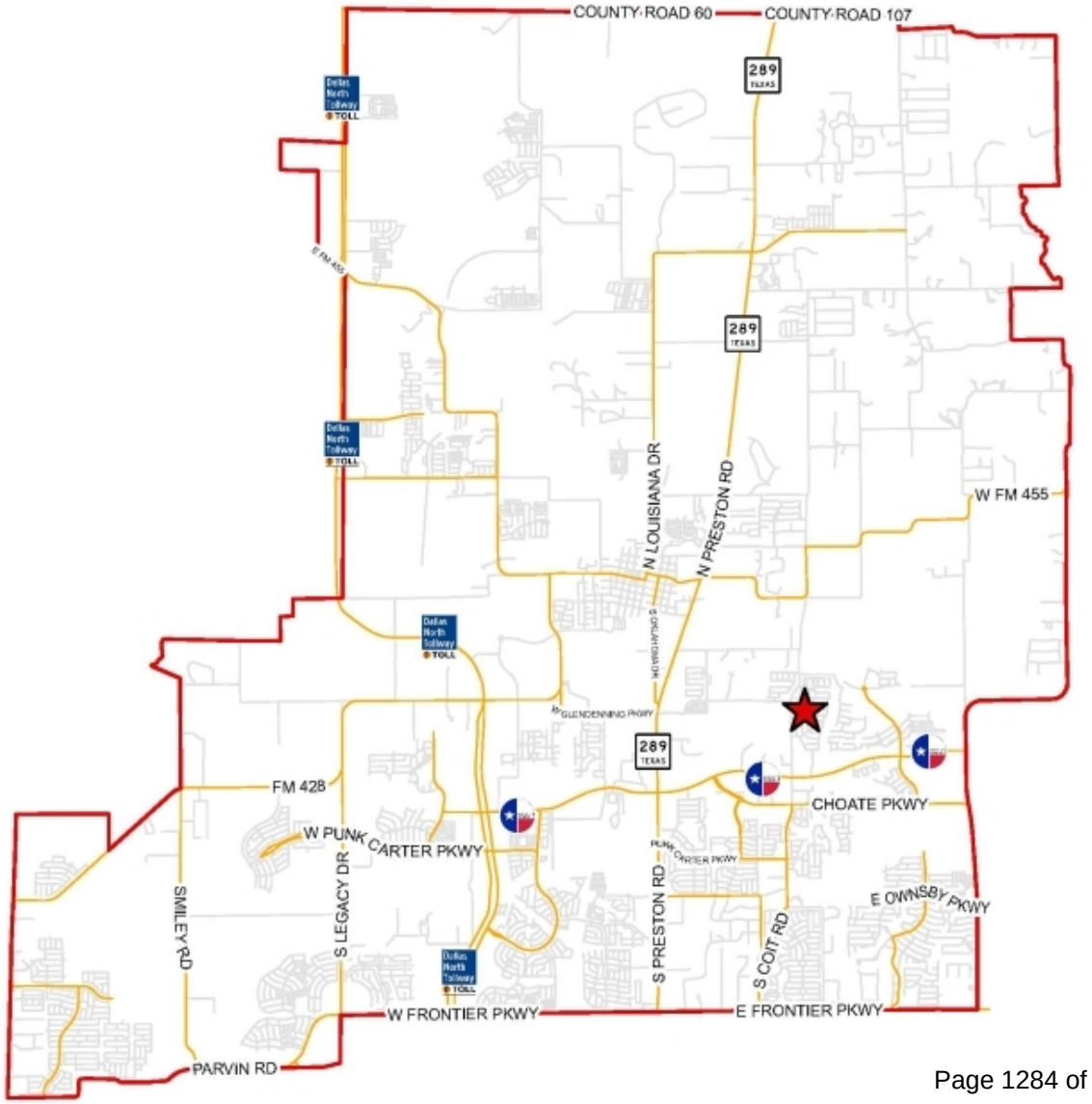
REIMBURSEMENT AGREEMENT

City Council Meeting
November 11, 2025

CROSS CREEK MEADOWS PID

- Established April 11, 2023
- Approximately 245 acres
- Located on east side of CR 87 and north of the Collin County Outer Loop
- Approximately 1.2 miles east of Preston Rd
- Proposed development: 823 units

  Build to rent: 266 units



CROSS CREEK MEADOWS PID – REIMBURSEMENT AGREEMENT OVERVIEW

- A reimbursement agreement is in place for Cross Creek Meadows Improvement Area #1 that was approved by council on April 11, 2023.
- Service and Assessment Plan (SAP) approved by City Council during the public hearing portion of the August 12, 2025.
- The Reimbursement Agreement before Council today is intended to establish reimbursement provisions for all additional phases not covered under the original Improvement Area #1 agreement, including Improvement Area #2 and any future areas that may be created.

CROSS CREEK MEADOWS PID – CONTINUED

- The agreement provides for reimbursement to the Developer for improvement costs that were previously advanced and that are allowed under the authorization improvement stated in the SAP and relevant Developer's agreements.
- Future Service and Assessment Plan amendments will outline the costs, assessments, and funding details for each new phase as they are developed.
- No Cross Creek Meadows PID Bonds have been issued to date for Improvement Area #2 or any additional phases that may be created. Any remaining amounts owed to the Developer under the reimbursement agreement are expected to be paid from the proceeds of future bond issuances, which will fulfill the City’s reimbursement obligations.

TIMELINE

- November 11, 2025 – Action Item – Reimbursement Agreement
- 1st and 2nd Quarter 2026 –
  - PSAP/SAP for Cross Creek Meadows Improvement Area # 2
  - Levy Assessments & Bond Issuance for Improvement Area #2

RECOMMENDATION

- Staff recommends approval.

QUESTIONS

CITY OF CELINA, TEXAS

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN "AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES" BETWEEN THE CITY OF CELINA, TEXAS, AND TAYLOR MORRISON OF TEXAS, INC. A TEXAS CORPORATION AND RESOLVING MATTERS INCIDENT THERETO

WHEREAS, on April 11, 2023 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted a resolution creating the Cross Creek Meadows Public Improvement District (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City desires to approve the "Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances" by and between the City, and Taylor Morrison of Texas, Inc. a Texas corporation and its successors and assigns (the "Developer") to be effective November 11, 2025 (the "Agreement to Reimburse"); and

WHEREAS, the Agreement to Reimburse memorializes the City's intent to reimburse the Developer for the developer advances made for the construction and financing of the authorized improvements benefiting the PID and establishes the methods, contingencies, and procedures for the City to provide such reimbursements related to the improvements benefiting the PID; and

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

SECTION 1. The findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The Agreement to Reimburse, in a form substantially similar to the agreement attached hereto as Exhibit A is hereby approved and the Mayor is authorized to execute such Agreement to Reimburse on behalf of the City with such changes as may be required to carry out the purpose of the Agreement to Reimburse and as approved by the Mayor, such approval to be evidenced by the execution thereof.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signature page follows*]

PASSED AND APPROVED, THIS THE 11th DAY OF NOVEMBER 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A

AGREEMENT TO REIMBURSE

AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances (the "Agreement") is made and entered into as of November 11, 2025 (the "Effective Date") by and between the City of Celina, Texas, a Texas home-rule city (the "City") and Taylor Morrison of Texas, Inc., a Texas corporation and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer, as the developer of certain real property located wholly within the corporate limits of the City and within Collin County, Texas, as described in the Creation Resolution (hereinafter defined) (the "Property"), desires to develop such Property; and

WHEREAS, the City has received a "PETITION FOR CREATION OF THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS" (the "Petition") requesting the formation of the Cross Creek Meadows Public Improvement District (the "PID") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City has accepted the Petition and created the PID pursuant to Resolution No. 2023-31R (the "Creation Resolution"), in accordance with the provisions of the PID Act; and

WHEREAS, the PID includes the Property; which Property is intended to be developed in phases or improvement areas (each, an "Improvement Area") of the PID, as such Improvement Areas will be illustrated in the Service and Assessment Plan (or amendment and restatement thereof) for the PID ("SAP") to be prepared and approved by the City; and

WHEREAS, the Developer intends to make certain authorized improvements to each Improvement Area, which improvements include the acquisition, construction, or improvement of water facilities or improvements, wastewater facilities or improvements, drainage facilities or improvements, streets, roadway improvements, sidewalks, right-of-way acquisition, utility easement acquisition, and other improvement projects described in the Creation Resolution, all of which are designated as "authorized improvements" under the PID Act (collectively, the "Authorized Improvements"); and

WHEREAS, the purpose of the PID is to finance the Authorized Improvements; and

WHEREAS, development within the PID is expected to be governed by the terms of the "Amended and Restated Development Agreement (Tuscany Estates)" executed by the Developer's predecessor-in-interest and the City, effective on or about August 17, 2021 and subsequently assigned to the Developer (as so assigned, and as amended or otherwise modified, the "Development Agreement"); and

WHEREAS, the SAP shall be prepared and approved by the City in accordance with the PID Act, and shall establish, among other matters, the projected costs of the Authorized Improvements, including the Actual Costs (as defined herein),costs incurred in the establishment, administration, and operation of the PID, and costs of bond issuance, if applicable, as provided in the PID Act (collectively, the "PID Costs"); and

WHEREAS, the SAP shall allocate the PID Costs to the benefitted Property within the PID; and

WHEREAS, assessments to be levied against benefitted Property within each Improvement Area

("PID Assessments") will be reflected on one or more assessment rolls to be approved by the City Council of the City (the "City Council"); and

WHEREAS, the City shall, by ordinance, approve the SAP (including the assessment roll(s)), levy the PID Assessments, and establish the dates upon which interest on PID Assessments will begin to accrue and collection of PID Assessments will begin; and

WHEREAS, all Assessment Revenues (as defined herein) received and collected by the City shall be deposited, as required by the PID Act, into an assessment fund that is segregated from all other funds of the City (the "Assessment Fund") or, in the event of the issuance of bonds to finance the Authorized Improvements ("PID Bonds"), into funds held under an indenture pursuant to which the PID Bonds are issued (the "PID Bond Indenture"); and

WHEREAS, Assessment Revenue deposited into the Assessment Fund or the PID Bond Reimbursement Fund (as defined herein) shall be used solely for Administrative Expenses and Delinquent Collection Costs, each as defined in the SAP, and to reimburse Developer and its designees or assigns for PID Costs advanced by the Developer, plus interest; and proceeds from PID Bonds ("PID Bond Proceeds"), if issued, shall be used to pay the PID Costs, including costs previously paid by the Developer, and for the purposes set forth in the PID Bond Indenture; and

WHEREAS, the Developer intends to make Developer Advances (as defined herein) for the permitting, design, and construction of the Authorized Improvements and the City intends to acquire and/or receive the Authorized Improvements constructed by the Developer or otherwise authorize the dedication of the Authorized Improvements to another authorized third-party and to reimburse the Developer for the Developer Advances; and

WHEREAS, the City and the Developer desire to enter into this Agreement to memorialize the City's intent to reimburse the Developer for the Developer Advances made for the construction and financing of the Authorized Improvements to the fullest extent allowed by law; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, the City's obligations to reimburse the Developer for Developer Advances paid related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments (as defined herein) collected from property within the PID once the related PID Assessments are levied and/or from PID Bond Proceeds, (ii) are contingent upon the City levying PID Assessments for the related Authorized Improvements, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and the Developer hereby contract and agree as follows:

DEFINITIONS

In addition to the terms defined in the foregoing recitals, as used herein, the following terms have the meanings specified below. Capitalized terms used but not defined herein have the meanings ascribed to them in the Development Agreement.

"Actual Costs" shall have the meaning ascribed to it in Section 1.03 hereof.

"Annual Installment" shall have the meaning ascribed to it in the SAP.

"Applicable Laws" shall have the meaning ascribed to it in the PID Bond Indenture.

"Assessed Property" shall have the meaning ascribed to it in Section 1.05 hereof.

"Assessment Ordinance" shall mean any ordinance adopted by the City Council approving the SAP and levying PID Assessments.

"Assessment Revenue" shall have the meaning ascribed to it in Section 1.05 hereof.

"City Regulations" shall have the meaning ascribed to it in the Development Agreement.

"City Representative" means any officer, employee or other designated representative specifically authorized by the City Council to undertake the actions referenced herein. The City Manager and the Assistant City Manager are hereby designated as the initial City Representatives.

"Closing Disbursement Request" means a request for payment of PID Costs from PID Bond Proceeds, submitted by the Developer in connection with the closing of a series of PID Bonds, in a form approved by the City and the Developer.

"Developer Advances" mean advances made by the Developer to pay Actual Costs.

"Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the applicable PID Bond Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from the Developer as required under such PID Bond Indenture.

"Maturity Date" is the date one year after the last Annual Installment is collected.

"Payment Request" shall have the meaning ascribed to it in Section 2.01 hereof.

"PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"PID Project Fund" means, collectively, the fund and all accounts created within such fund, established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City), into which the City deposits PID Bond Proceeds in the amounts and as described in the applicable PID Bond Indenture.

"PID Bond Reimbursement Fund" means a fund which may be established by the City under the applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City transfers Assessment Revenues from the applicable PID Pledged Revenue Fund for the purpose of paying amounts due to the Developer under this Agreement or a separate reimbursement agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Reimbursement Agreement Balance" shall have the meaning ascribed to it in Section 2.05 hereof.

ARTICLE I
Construction of the Authorized Improvements

1.01. Design of the Authorized Improvements. All design plans, construction plans and the like for physical facilities to be constructed or acquired as a part of the Authorized Improvements shall be approved by the governmental entity having authority over such Authorized Improvements prior to Developer beginning construction of such physical facility.

1.02. Construction and Acquisition of Authorized Improvements.

(a) The Authorized Improvements shall be constructed or caused to be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the City, the retail service provider, or the Developer; provided, however, all construction contracts, easements and other agreements shall contain provisions, in a form reasonably satisfactory to the City's attorneys to be compliant with the Development Agreement. Prior to or at the time of reimbursement of the Developer with funds from the Assessment Fund, the PID Bond Reimbursement Fund, the Developer Improvement Account or PID Bonds, as applicable, the Developer shall convey the Authorized Improvements to the City, third-party retail provider or other entity approved by the City Council, as applicable, in accordance with Section 3.02 below.

(b) Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications for Authorized Improvements to be owned by the City, but not construction contracts, shall be reviewed and approved, in accordance with applicable City Regulations (as defined in the Development Agreement), by the City prior to Developer commencing construction.

(c) The Authorized Improvements shall be constructed in the manner described in the Development Agreement, which requires, among other things, compliance with the City Regulations. In performing this Agreement, the Developer is not the agent or employee of the City.

(d) Upon completion of construction of Authorized Improvements to be owned by the City or an authorized third-party constructed in the name of the Developer, the Developer shall provide the City or such third-party with final "record" drawings of the Authorized Improvements approved by the City's or such third-party's engineers.

(e) Upon completion of the Authorized Improvements, the Developer shall present to a City Representative invoices or other evidences of payment of costs of the Authorized Improvements for review and approval. The City agrees, subject to the provisions of Sections 1.05 and 2.01 hereof, to pay the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the PID Costs paid by the Developer (including overrun costs, to the extent available due to cost underruns) allowed hereunder and as described in the SAP, that were paid by the Developer, plus interest, as provided in Article II hereof.

(f) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, City Regulations, regulations of a third-party receiving any of the Authorized Improvements, and this Agreement and any other agreement between the parties related to property in the PID and/or the Authorized Improvements. The Developer shall perform,

or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the design and construction of Authorized Improvements in accordance with the manner described in the Development Agreement. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City or authorized third-party from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City Regulations and regulations of a third-party receiving any of the Authorized Improvements.

1.03. Cost of Authorized Improvements. To the extent that the City has not issued PID Bonds, the Developer shall promptly pay the undisputed costs of the Authorized Improvements as the same become due, subject to statutory retainage, including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Authorized Improvements; all payments arising under any contracts entered into for the construction of the Authorized Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Authorized Improvements, including, without limitation, any on-site or off-site mitigation costs; and all expenses incurred in connection with the construction of the Authorized Improvements (the "Actual Costs"). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Authorized Improvements, but shall only be obligated to acquire the Authorized Improvements built in compliance with City Regulations and designated in the Development Agreement as to be owned by the City and/or reimburse the Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from PID Assessments or PID Bond Proceeds, if issued.

1.04 Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed Authorized Improvements as Developer deems appropriate in its sole and absolute discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different phases and sections over a period of time. So long as Developer complies with the Development Agreement and City Regulations, the Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

1.05 City's Obligation Limited. The Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of an Improvement Area shall only be paid from (A) PID Bonds, if issued and/or (B) the PID Assessments and/or Annual Installments collected from the portion of an Improvement Area subject to the PID Assessments (the "Assessed Property") (such PID Assessments and Annual Installments thereof collected on such Assessed Property, the "Assessment Revenue"), and such obligation (i) is contingent upon the City levying such PID Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area, and (ii) will not be due and owing unless and until the City actually levies such PID Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area. The Parties agree that until a PID Assessment has been levied to pay for PID Costs, this Agreement does not create an obligation of the City.

ARTICLE II
Reimbursement for Funds Advanced; Funding of Authorized Improvements

2.01. Obligation to Reimburse; Obligations Limited. The City and Developer agree that the City shall levy PID Assessments and may, at the discretion of the City issue and sell, from time to time, PID Bonds to fund the PID Costs. It is the mutual intent and agreement of the City and Developer to provide for future reimbursement of funds advanced for PID Costs, including Actual Costs, by the Developer through the levy of PID Assessments and/or issuance of PID Bonds and use of Assessment Revenues and/or PID Bond Proceeds. The City is obligated, subject to the provisions of Section 1.05 hereof, to reimburse the Developer and its designees and assigns for all funds advanced or caused to be advanced by the Developer for the PID Costs authorized under the PID Act and in accordance with the provisions of the SAP and the Development Agreement. If the Developer is in substantial compliance with its obligations under the Development Agreement and this Agreement, then following the inspection and approval of any portion of Authorized Improvements to be owned by the City or an authorized third-party pursuant to the provisions of the PID Act for which Developer seeks reimbursement or payment of the PID Costs by submission of a request for reimbursement or payment (a "Payment Request"), the obligations of the City under this Agreement to pay from Assessment Revenue or the net PID Bond Proceeds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Payment Request and to pay debt service on PID Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided by law or in any PID Bond Indenture; provided, in no event shall the City Representative be authorized to approve a Payment Request if the City has not previously levied PID Assessments against Assessed Property within the development related to the Authorized Improvements for which such Payment Request has been submitted. To the extent that the City levies PID Assessments but does not issue PID Bonds, and subject to the provisions of Section 1.05, the City agrees to reimburse the Developer with interest as provided herein or in a separate reimbursement agreement from monies available in the Assessment Fund until the Maturity Date, and the Developer shall be entitled to receive payments from the City, from such source for amounts shown on a Payment Request.

Upon the levy of the PID Assessments, the Reimbursement Agreement Balance shall bear simple interest per annum not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act, as further identified in a separate reimbursement agreement and/or the SAP, or if PID Bonds are issued, then the interest rate on such PID Bonds, and as identified with respect to each Improvement Area in the SAP. The PID Assessments shall accrue interest in accordance with the SAP. Interest shall continue on the unpaid principal amount of the PID Assessments for a lot or parcel for 30 years or as otherwise set forth in the SAP and until the PID Assessments are paid in full, unless otherwise provided in the SAP and/or Assessment Ordinance.

For the avoidance of doubt, the City's obligation to reimburse shall be solely from funds in the Assessment Fund, the PID Bond Reimbursement Fund, the Developer Improvement Account and/or from the PID Bond Proceeds, and the Developer agrees to look solely to such sources for reimbursement. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Assessment Fund, the PID Bond Reimbursement Fund, the Developer Improvement Account or the PID Bond Proceeds if applicable. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the PID Costs; (2) amounts due and owing under this Agreement or a separate related reimbursement agreement; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.02. Time and Amount of Reimbursement. The City shall reimburse the Developer for payment of Actual Costs related to the construction of Authorized Improvements solely from (i) the proceeds of PID Bonds and/or (ii) Assessment Revenue collected pursuant to PID Assessments levied on an Improvement

Area.

In regards to reimbursement from PID Bonds, the City shall reimburse the Developer and its designees for those Actual Costs that have been paid or advanced or caused to be paid or advanced by the Developer pursuant to Sections 1.03, 1.05, and 2.01 hereof and in accordance with the terms of the applicable PID Bond Indenture.

Additionally, the Developer may request reimbursements directly from Assessment Revenue levied against property within an Improvement Area. The invoices included with the Payment Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the City timely disapproves of the Payment Request (for a reason other than for a failure to levy PID Assessments from which the Payment Request is to be paid, in accordance with the provisions hereof) by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Payment Request shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve any dispute within 60 days from the date of the initial submittal of the Payment Request. Any unresolved disputes may be appealed to City Council.

With respect to any Payment Request by the Developer, in no event shall the City Representative be authorized to approve such request if the City has not previously levied PID Assessments against the Assessed Property.

2.03. Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from each Improvement Area are issued, the City shall bill, collect, and immediately deposit into the Assessment Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of PID Assessments (including Prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) any additional revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs, each as defined in the SAP). Funds in the Assessment Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement and/or a separate reimbursement agreement. Once PID Bonds payable from Assessment Revenue are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable PID Bond Indenture.

Once PID Bonds payable from Assessment Revenue are issued, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the applicable PID Bond Indenture into the funds established by the applicable PID Bond Indenture in the manner set forth in the applicable PID Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in substantially the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable PID Bond Indenture; provided that funds disbursed from the applicable PID Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable PID Bond Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements shall be paid solely from: (1) the Assessment Revenue, or (2) net PID Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under a PID Bond Indenture related to PID Bonds secured by the Assessment Revenue. The City, in its discretion and in accordance with the

PID Bond Indenture, will take and pursue all actions permissible under Applicable Laws to cause the PID Assessments to be collected and the liens related to such PID Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the PID Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than March 1 of each year whether any Annual Installment is delinquent. If delinquencies exist, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent PID Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the PID Assessments. Once PID Bonds are issued, the applicable PID Bond Indenture shall control in the event of any conflict with this Agreement.

2.04. Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay the Actual Costs, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the applicable PID Bond Indenture; and, except as may be required under the Development Agreement and/or an applicable PID Bond Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the PID Bond Proceeds, together with any other funds in the PID Project Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of PID Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

2.05. Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City (subject to the provisions of Sections 1.05 and 2.01 hereof), until the Maturity Date, for amounts shown on each approved Payment Request (which amounts include all Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate identified in a separate reimbursement agreement and/or the SAP approved at the time the City levies the PID Assessments, as described in Section 2.01 hereof(the amount owed to the Developer for all approved Payment Requests is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Payment Request to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Payment Request was filed, or (2) the interest rate approved by the City Council at the time the City levies the PID Assessments from which such PID Bonds shall be paid. The interest rates contemplated in (1) and (2) above have been approved by the City Council and are authorized by the PID Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance shall be set forth in the SAP and/or a separate reimbursement agreement. The City's obligations to pay the Reimbursement Agreement Balance related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments collected from property within an Improvement Area, once such PID Assessments are levied, or PID Bond Proceeds, (ii) are contingent upon the City levying such PID Assessments, and (iii) will not be due and owing unless

and until the City actually levies such PID Assessments. Interest will not accrue on Payment Requests until such time as they have been approved pursuant to the terms of this Agreement.

The Reimbursement Agreement Balance is payable solely from: (1) the Assessment Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds, the Developer Improvement Account and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds deposited in the PID Project Fund and payments made from the Developer Improvement Account and PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable PID Bond Indenture.

So long as no PID Bonds are issued and the City has received and approved a Payment Request, the City shall make a payment to the Developer from the Assessment Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected by and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the Assessment Fund within 60 days after the Prepayment is made. Payments made from the Assessment Fund toward any outstanding Reimbursement Agreement Balance shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the Assessment Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

2.06. Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable PID Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the PID Bond Indenture. In order to receive additional disbursements from any applicable fund under a PID Bond Indenture, the Developer shall execute a Payment Request, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable PID Bond Indenture and this Agreement. Upon receipt of a Payment Request (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans and specifications therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Payment Request. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Payment Request. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Payment Request. Within fifteen (15)

business days following receipt of any Payment Request after the issuance of a series of PID Bonds, the City shall either: (1) approve the Payment Request and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The City shall deliver the approved or partially approved Payment Request to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

ARTICLE III
Acquisition of Authorized Improvements

3.01. Acquisition of Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs, the City will acquire or cause to be acquired such Authorized Improvements that are to be owned by the City, as set forth in the SAP, from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of the City, including off-site Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs related to Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act, such entity will acquire or cause to be acquired such Authorized Improvements from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of such entity, including off-site Authorized Improvements.

3.02. Conveyance Requirements. The Developer shall convey the Authorized Improvements to be owned by the City to the City by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived in writing by the City. The Developer may also convey the Authorized Improvements to be owned by the City to the City by plat or other instrument on behalf of or benefiting the City. The Developer shall convey the Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act to such entity by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived in writing by such entity. The Developer shall provide reasonable proof of title and proof of no liens, claims, or encumbrances. Conveyance of any Authorized Improvements to be owned by the City at any time shall be subject to the reimbursement obligations created in this Agreement. Each conveyance shall include all easements within which the Authorized Improvements are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Authorized Improvements. Each conveyance shall additionally include sufficient title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Authorized Improvements. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties, if any, relating to the Authorized Improvements to be owned by the City. All documents or instruments of conveyance, transfer, or assignment hereunder of Authorized Improvements to be owned by the City shall be in a form and content acceptable to the City's attorneys, subject to commercially reasonable standards. The Developer, at the time of reimbursement by the City for Authorized Improvements to be owned by the City, shall deliver to the City a release of all liens upon the bonded Authorized Improvements securing the costs of construction of the bonded Authorized Improvements advanced by a third-party lender. Any conveyance of Authorized Improvements to the City by plat shall not be considered effective until the City has provided a letter of acceptance or other evidence of City acceptance for such Authorized Improvements. Any conveyance of Authorized Improvements to the City by deed or similar instrument shall not be considered effective until such deed or other instrument is recorded in the property records of Collin County.

Prior to completion and conveyance to the City of any Authorized Improvements to be owned by the City, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City Regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 100 percent of the disputed amount, in order for the City to accept the Authorized Improvements, or as otherwise described in the Development Agreement.

3.03. Correction of Defects. Conveyance of any Authorized Improvements to the City shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Authorized Improvements to be owned by the City or for satisfaction of any unpaid claim for materials or labor. The City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the Authorized Improvements to the City.

ARTICLE IV
Representations

4.01. Representations by the Developer. The Developer hereby represents to the City that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;

(c) The Developer has made financial arrangements or the ability to obtain sufficient financial resources to assure its ability to perform its obligations hereunder; and

(d) The Developer will make commercially reasonable efforts to send a representative to all meetings of the City Council of the City related to this Agreement or the Authorized Improvements and at which such presence may be requested.

4.02. Representations by the City. The City hereby represents and covenants to the Developer that:

(a) The City has the authority to enter into and perform its obligations under this Agreement;

(b) It shall use its good faith efforts to, if decided by the City, issue PID Bonds pursuant to the PID Act and other applicable law; and

(c) It shall use its good faith efforts to levy and collect the PID Assessments, approve the Payment Requests, and pay the Reimbursement Obligation Balance.

ARTICLE V
Remedies

5.01. Default by the Developer. In the event of an uncured default by the Developer hereunder and after written notice from the City and a reasonable opportunity to cure, which opportunity shall be no less than thirty (30) days, the City shall have the right:

(a) To pursue all legal or equitable remedies; and

(b) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

If a default cannot reasonably be cured within 30 days and Developer has diligently pursued a cure within such 30-day period and has provided written notice to the City that additional time is needed, then the cure period provided herein shall be extended for an additional 30 day period so long as the Developer is diligently pursuing a cure. The additional 30 day period shall begin on the date of receipt of the written notice by the City.

No default by the Developer shall entitle the City to terminate this Agreement, cease collection of the PID Assessments previously levied and deposit of the Assessment Revenues, or to withhold properly due payments to the Developer from the Assessment Fund or PID Bond Reimbursement Fund in accordance with this Agreement and the PID Bond Indenture or on deposit in the PID Project Fund.

An event of default by the Developer does not release the City from the obligation to reimburse the Developer for Actual Costs advanced or incurred by the Developer on behalf of the City prior to the date of default by the Developer or to reimburse the Developer for Authorized Improvements previously acquired by or conveyed to the City or applicable retail provider.

5.02. Default by City. In the event of default by the City hereunder, the Developer shall be entitled to pursue all remedies at law or in equity, including, seeking a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions hereof; provided, however, that no default by the City shall entitle the Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessment Revenues. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

5.03. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

ARTICLE VI
Miscellaneous

6.01. Severability. In case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto including a reimbursement agreement entered into for a phase of development or issuance of PID Bonds.

6.03 Assignability. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Agreement (any of the foregoing, a "Transfer"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City; provided, however, that no such Transfer shall be made without prior written consent of the City if such Transfer would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC"), and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, the City hereby authorizes the Developer to grant a security interest in the Developer's rights hereunder and to all sums to be paid to the Developer by the City pursuant to this Agreement to any bank or financial institution without City consent and to the extent permitted by State law.

6.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or used as interpreting the meanings and provisions hereof.

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

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.07. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of (i) the last Maturity Date relating to any Improvement Area or (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full. Upon termination of this Agreement with respect to an Improvement Area, the amount of the Reimbursement Agreement Balance, if any, for that Improvement Area that has not been paid, plus the accrued and unpaid interest thereon (collectively, the "Unpaid Balance") shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable. Notwithstanding the foregoing, upon the issuance of PID Bonds secured by PID Assessments levied against property within a specific Improvement Area, the Assessment Revenues collected in connection with such PID Bonds shall be used as set forth under the applicable PID Bond Indenture and related agreements governing the use of PID Assessments and the proceeds of such series of PID Bonds.

6.08. Force Majeure. If the City or the Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force

majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

6.09 Non-Waiver. The failure by a party to insist upon the strict performance of any provision of this Agreement by the other party, or the failure by a party to exercise its rights upon a default by the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the provisions of this Agreement.

6.10 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

6.11 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

6.12 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.13. Statutory Verifications. The Developer makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable 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.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a

foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

6.14 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

6.15 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (i) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (ii) 72 hours after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:
Attn: Robert Ranc, City Manager
City of Celina
142 N Ohio St.
Celina, Texas 75009
E-mail: rranc@celina-tx.gov
TEL: (972) 382-2682

With a copy to:
Attn: Julie Fort
Messer Fort PLLC
6371 Preston Road Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer: Attn: Nick Boggus
Taylor Morrison of Texas, Inc.
c/o Taylor Morrison Communities Inc.
6735 Salt Cedar Way
Building 1, Suite 200
Frisco, Texas 75034
E-mail: nboggus@taylormorrison.com
TEL: (469) 252-2181

With a copy to: Attn: Drew Slone
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
E-mail: drew.slone@gtlaw.com
TEL: (214) 665-3600

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written above.

CITY:

CITY OF CELINA, TEXAS

By:_____
Name: Ryan Tubbs
Title: Mayor

ATTEST:

_____
City Secretary

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Life Connected.

City Manager's Office
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager, Ashley Owens, City Secretary
CC:	Robert Ranc, City Manager
Date:	November 11, 2025

Agenda Item:
Consider and act on a Resolution casting votes for the election of members to the Collin Central Appraisal District (CCAD) Board of Directors. (Owens)

Background Information:
The City Council is allocated 24 votes out of 2,000 total votes for the Collin Central Appraisal District Board of Directors election based on the proportionate share of the City's appraised property values within Collin County. Council may choose to participate in the election or decline to cast votes.

The City Council may cast all its votes for one (1) candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two (2) nominees receiving the most votes will be seated on the Collin CAD Board of Directors in January 2026 for a four (4) year term.

Each voting unit must cast its vote by Resolution and submit it to the Collin CAD Chief Appraiser before Monday, December 15th.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Distribution of Votes - Collin Central Appraisal District
4. Correspondence from Mayor Brooks

Financial Consideration:
N/A

Staff Recommendation:
Council may choose to participate in the election or decline to cast votes.

Collin Central Appraisal District Board of Directors Election

November 11, 2025

Purpose of the Collin CAD Board

- Governs the Collin Central Appraisal District.
- Provide oversight and direction to Chief Appraiser.
- Ensures fair and equitable property appraisals for tax purposes.
- The Board does not appraise property or set tax rates.

Timeline for Board of Directors Election

- ~~Allocation of Votes - Collin CAD will calculate the number of votes and notify each entity by September 30, 2025.~~
- ~~Submittal of Nominations – City Council can submit names to the City Secretary by August 25, 2025.~~
- ~~Resolution to City Council – Any nominations will be submitted to City Council at the September 9, 2025, Council meeting.~~
- ~~Nomination of Candidates - Resolutions of candidate nominations are due back to CCAD by October 14, 2025.~~
- ~~Delivery of Ballots – The Chief Appraiser will deliver a ballot listing the candidates by October 29, 2025.~~
- Taxing Units Cast Their Votes – The governing body of each taxing unit shall determine its vote by completing the ballot and adopt a Resolution in an open meeting by December 15, 2025.
- Election results – The Chief Appraiser will submit the election results before December 30, 2025, to each taxing unit and to the candidates.

Collin CAD Board of Directors Election

- The City of Celina is allocated 24 votes which can be given to one (1) candidate or distributed amongst multiple candidates.
- Candidates and their nominating bodies are included in the Council packet.
- The two (2) nominees receiving the most votes will be seated on the Collin CAD Board of Directors in January 2026 for a four (4) year term.
- Each voting unit must cast its vote by Resolution and submit it to the Chief Appraiser before Monday, December 15th.
- City Council may choose to participate in the voting process or decline to cast votes.

2026 Collin CAD Board of Directors Nominations

Name:	Nominated by:	Resides in:
Doug Bender	City of Plano and Plano ISD	Plano, TX
Baine Brooks	City of Allen	Allen, TX
Brian Dale	City of Lucas	Lucas, TX
Joshua David	City of Princeton	Princeton, TX
Michelle Howarth	City of Sachse	Sachse, TX
Duane Kelly	Princeton ISD	Princeton, TX
Suresh Malepati	City of Frisco and Frisco ISD	Frisco, TX
Jason Ross	City of Frisco and Frisco ISD	Frisco, TX
Jerry Tartaglino	City of Parker and City of Nevada	Parker, TX
Bryan Washington	City of Princeton	Princeton, TX
Steve Wilson	City of McKinney	McKinney, TX

QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, EXERCISING THEIR RIGHT TO CAST VOTES FOR CANDIDATES IN THE ELECTION OF THE COLLIN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Celina is a member of the Collin Central Appraisal District and is entitled to cast 24 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each voting unit must cast its votes by resolution and submit it to the Chief Appraiser before December 15, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA AS FOLLOWS: THAT CITY COUNCIL CAST VOTES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name	# of votes

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 11th day of November 2025.

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: Celina City NUMBER OF VOTES:

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM BEGINNING JANUARY 1, 2026.**

NOMINEES	VOTES
DOUG BENDER	
BAINE BROOKS	
BRIAN DALE	
JOSHUA DAVID	
MICHELLE HOWARTH	
DUANE KELLY	
SURESH MALEPATI	
JASON ROSS	
JERRY TARTAGLINO	
BRYAN WASHINGTON	
STEVE WILSON	

October 20, 2025

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2025, **except taxing units with 100 or more votes.**

2025 ALLOCATION OF VOTES
BOARD OF DIRECTORS APPOINTMENT

ENTITY NAME	# OF VOTES ALLOCATED
ALLEN CITY	46
ALLEN ISD	119
ANNA CITY	11
ANNA ISD	25
BLAND ISD	0
BLUE RIDGE CITY	0
BLUE RIDGE ISD	3
CARROLLTON CITY	1
CELINA CITY	24
CELINA ISD	35
COLLIN COUNTY	186
COLLIN COUNTY COLLEGE DISTRICT	93
COMMUNITY ISD	18
DALLAS CITY	27
FAIRVIEW CITY	5
FARMERSVILLE CITY	2
FARMERSVILLE ISD	8
FRISCO CITY	70
FRISCO ISD	233
GARLAND CITY	0
JOSEPHINE CITY	1
LAVON CITY	3
LEONARD ISD	0
LOVEJOY ISD	25
LOWRY CROSSING CITY	0
LUCAS CITY	3
MCKINNEY CITY	88
MCKINNEY ISD	151
MELISSA CITY	10
MELISSA ISD	29
MURPHY CITY	7
NEVADA CITY	0
NEW HOPE CITY	0
PARKER CITY	3
PLANO CITY	125
PLANO ISD	352
PRINCETON CITY	10
PRINCETON ISD	32
PROSPER TOWN	20
PROSPER ISD	115
RICHARDSON CITY	28
ROCKWALL ISD	0
ROYSE CITY	1
ROYSE CITY ISD	2
SACHSE CITY	5
ST. PAUL CITY	0
TRENTON ISD	0
VAN ALSTYNE CITY	0
VAN ALSTYNE ISD	1
WESTON CITY	1
WHITEWRIGHT ISD	0
WYLIE CITY	22
WYLIE ISD	60
TOTALS	**2000**

NOTE: ELIGIBILITY OF VOTING ENTITIES AND CALCULATIONS PER SECTION 6.03 OF THE TEXAS PROPERTY TAX CODE. PERCENTAGE OF TAX LEVY CALCULATIONS ARE BASED ON THE JULY 24, 2025 CERTFIED ROLL, TIMES THE 2025 TAX RATE, DIVIDED BY THE TOTAL CALCULATED TAX LEVY FOR ALL TAXING UNITS.

CITY OF ALLEN

Mayor
Baine L. Brooks

Mayor Pro Tem
Ben Trahan

Councilmembers
Michael Schaeffer
Tommy Baril
Ken Cook
Amy Gnadt
Carl Clemencich

City Manager
Eric Ellwanger

October 24, 2025

City Manager Robert Ranc
City of Celina
142 N Ohio St
Celina, Texas 75009

Dear City Manager Ranc,

I am writing to respectfully request your support for my nomination to serve on the Collin Central Appraisal District Board of Directors for the upcoming term. As you know, this Board plays a vital role in ensuring the District's operations are transparent and representative of all the communities served. Enclosed is a copy of Resolution No. 4185-10-25(R) adopted by the Allen City Council on October 14, 2025, making the nomination.

Having worked closely with many of you through regional partnerships and intergovernmental initiatives, I believe our shared commitment to responsible governance and taxpayer accountability aligns directly with the goals of the Collin Central Appraisal District. My experience as Mayor of Allen has provided me with a solid understanding of local government operations, fiscal management, and the importance of maintaining trust between our citizens and public institutions.

If elected, I will advocate for consistency, fairness, and open communication between the Appraisal District and the taxing entities it serves. I would be honored to represent our region's interests and to continue fostering collaboration among our cities.

I would greatly appreciate your consideration and your city's vote in support of my nomination. Please feel free to contact me at 214.675.6698 or bbrooks@allentx.gov if you would like to discuss this further.

Thank you for your time and your continued commitment to regional cooperation.

Sincerely,

Baine L. Brooks
Mayor

Enclosure

RESOLUTION NO. 4185-10-25(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, PLACING IN NOMINATION THE NAME OF BAINE L. BROOKS FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(g) OF THE TEXAS PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Allen can place in nomination as many as two (2) names to be Directors of the Collin Central Appraisal District; and,

WHEREAS, said nominations must be made in an open meeting and delivered to the Chief Appraiser before October 15, 2025; and,

WHEREAS, the City Council desires for Baine L. Brooks, [redacted] Allen, Texas 75002 to serve on the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City Council places in nomination Baine L. Brooks.

SECTION 2. The City Council directs the City Secretary to forward a certified copy of this Resolution to the Collin Central Appraisal District and notify all other appropriate parties of this action.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF OCTOBER 2025.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

Life Connected.

City Manager's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager, Ashley Owens, City Secretary
CC: Robert Ranc, City Manager
Date: November 11, 2025

Agenda Item:
Consider and act on a Resolution casting votes for the election of members to the Denton Central Appraisal District (DCAD) Board of Directors. (Owens)

Background Information:
The City Council is allocated five (5) votes out of 2,000 total votes for the Denton Central Appraisal District Board of Directors election based on the proportionate share of the City's appraised property values within Denton County. Council may choose to participate in the election or decline to cast votes.

The City Council may cast all its votes for one (1) candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two (2) nominees receiving the most votes will be seated as Place 4 and Place 7 on the Denton CAD Board of Directors in January 2026.

Each voting unit must cast its vote by Resolution and submit it to the Denton CAD Chief Appraiser before Monday, December 15th.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Candidates - Denton Central Appraisal District
4. 2025 Distribution of Votes

Financial Consideration:
N/A

Staff Recommendation:
Council may choose to participate in the election or decline to cast votes.

Denton Central Appraisal District Board of Directors Election

November 11, 2025

Purpose of the Denton CAD Board

- Governs the Denton Central Appraisal District.
- Provide oversight and direction to Chief Appraiser.
- Ensures fair and equitable property appraisals for tax purposes.
- The Board does not appraise property or set tax rates.

Timeline for Board of Directors Election

- ~~Allocation of Votes - Denton CAD will calculate the number of votes and notify each entity by September 30, 2025.~~
- ~~Submittal of Nominations – City Council can submit names to the City Secretary by August 25, 2025.~~
- ~~Resolution to City Council – Any nominations will be submitted to City Council at the September 9, 2025, Council meeting.~~
- ~~Nomination of Candidates - Resolutions of candidate nominations are due back to DCAD by October 14, 2025.~~
- ~~Delivery of Ballots – The Chief Appraiser will deliver a ballot listing the candidates by October 29, 2025.~~
- Taxing Units Cast Their Votes – The governing body of each taxing unit shall determine its vote by completing the ballot and adopt a Resolution in an open meeting by December 15, 2025.
- Election results – The Chief Appraiser will submit the election results before December 30, 2025, to each taxing unit and to the candidates.

Denton CAD Board of Directors Election

- The City of Celina is allocated five (5) votes which can be given to one (1) candidate or distributed amongst multiple candidates.
- Candidates and their nominating bodies are included in the Council packet.
- The two (2) nominees receiving the most votes will be seated as Place 4 and Place 7 on the Denton CAD Board of Directors in January 2026.
- Each voting unit must cast its vote by Resolution and submit it to the Chief Appraiser before Monday, December 15th.
- City Council may choose to participate in the voting process or decline to cast votes.

2026 Denton CAD Board of Directors Nominations

Name:	Nominated by:
Mike Hennefer	City of Carrollton, C-FB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake
Ann Pomykal	City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake
Jordan Villareal	Frisco ISD, City of Frisco
DeVon English	Little Elm ISD

QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, EXERCISING THEIR RIGHT TO CAST VOTES FOR CANDIDATES IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Celina is a member of the Denton Central Appraisal District and is entitled to cast five (5) votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each voting unit must cast its votes by resolution and submit it to the Chief Appraiser before December 15, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA AS FOLLOWS: THAT CITY COUNCIL CAST VOTES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name	# of votes

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 11th day of November 2025.

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units

FROM: Don Spencer, Chief Appraiser

DATE: October 22, 2025

SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before Monday, December 15th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two nominees receiving the most votes will be seated as Place 4 & 7 on the Denton CAD Board of Directors in January of 2026.

The candidates nominated by the taxing units are:

Candidate	Nominating Unit
1. **Mike Hennefer**	***City of Carrollton, C-FB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake***
2. **Ann Pomykal**	***City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano Town of Shady Shores, City of Southlake***
3. **Jordan Villareal**	**Frisco ISD, City of Frisco**
4. **DeVon English**	**Little Elm ISD**

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

Thank you,

Don Spencer
Chief Appraiser
Denton Central Appraisal District

DENTON CENTRAL APPRAISAL DISTRICT

2025 DISTRIBUTION OF VOTES

JURISDICTIONS		2024 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	65,674,321.88	2.1939%	44
S02	AUBREY ISD	39,352,904.49	1.3146%	25
S03	CARROLLTON-FB ISD	57,743,916.14	1.9290%	39
S04	CELINA ISD	3,833,678.65	0.1281%	3
S05	DENTON ISD	378,411,405.76	12.6413%	252
S15	ERA ISD	1,363.08	0.0000%	1
S06	FRISCO ISD	194,933,962.10	6.5120%	129
S07	KRUM ISD	23,764,217.83	0.7939%	16
S08	LAKE DALLAS ISD	39,650,352.26	1.3246%	25
S09	LEWISVILLE ISD	638,403,213.58	21.3267%	426
S10	LITTLE ELM ISD	97,843,078.39	3.2686%	64
S11	NORTHWEST ISD	228,547,521.30	7.6349%	152
S12	PILOT POINT ISD	12,948,005.21	0.4325%	9
S13	PONDER ISD	14,152,080.10	0.4728%	9
S17	PROSPER ISD	54,811,672.58	1.8311%	37
S14	SANGER ISD	25,375,386.78	0.8477%	17
S16	SLIDELL ISD	667,895.55	0.0223%	1
SCHOOL DISTRICTS TOTALS		$1,876,114,975.68	62.674%	1248
G01	DENTON COUNTY	$355,813,572.94	11.89%	238
CITIES:				
C26	TOWN OF ARGYLE	5,243,027.85	0.1752%	4
C01	CITY OF AUBREY	5,417,579.06	0.1810%	4
C31	TOWN OF BARTONVILLE	1,230,886.43	0.0411%	1
C02	CITY OF CARROLLTON	67,706,583.01	2.2618%	45
C49	CITY OF CELINA	7,844,726.08	0.2621%	5
C03	CITY OF THE COLONY	51,299,340.21	1.7137%	34
C21	TOWN OF COPPELL	1,146,465.63	0.0383%	1
C27	TOWN OF COPPER CANYON	1,799,333.55	0.0601%	1
C04	CITY OF CORINTH	18,804,366.34	0.6282%	13
C20	CITY OF DALLAS	16,959,752.07	0.5666%	10
C05	CITY OF DENTON	121,511,703.72	4.0593%	80
C42	CITY OF DISH	229,802.25	0.0077%	1
C30	TOWN OF DOUBLE OAK	1,303,943.09	0.0436%	1
C47	TOWN OF CORRAL CITY	29,938.96	0.0010%	1
C07	TOWN OF FLOWER MOUND	63,454,826.24	2.1198%	42
C36	CITY OF FORT WORTH	51,610,843.95	1.7241%	34
C32	CITY OF FRISCO	81,844,800.22	2.7341%	54
C39	CITY OF GRAPEVINE	306.38	0.0000%	1
C22	TOWN OF HACKBERRY	228,478.68	0.0076%	1
C38	CITY OF HASLET	3,218.15	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,634,384.89	0.0880%	2
C08	CITY OF HIGHLAND VILLAGE	16,892,013.38	0.5643%	10
C09	CITY OF JUSTIN	6,546,518.74	0.2187%	4
C18	CITY OF KRUGERVILLE	1,475,331.88	0.0493%	1
C10	CITY OF KRUM	4,868,975.64	0.1627%	3
C11	CITY OF LAKE DALLAS	4,339,853.40	0.1450%	3
C25	CITY OF LAKEWOOD VILLAGE	723,384.86	0.0242%	1
C12	CITY OF LEWISVILLE	93,286,509.19	3.1164%	61
C13	TOWN OF LITTLE ELM	47,202,830.20	1.5769%	32
C45	CITY OF NEW FAIRVIEW	164,216.87	0.0055%	1
C33	TOWN OF NORTHLAKE	9,669,065.95	0.3230%	6
C24	CITY OF OAK POINT	5,031,372.81	0.1681%	3
C14	CITY OF PILOT POINT	4,795,191.43	0.1602%	3
C29	CITY OF PLANO	7,234,194.18	0.2417%	5
C15	TOWN OF PONDER	2,371,697.72	0.3114%	6
C48	CITY OF PROSPER	14,637,192.29	0.4890%	10
C51	TOWN OF PROVIDENCE VILLAGE	5,894,070.34	0.1969%	4
C17	CITY OF ROANOKE	11,798,191.28	0.3941%	8
C16	CITY OF SANGER	9,473,036.62	0.3165%	6
C34	TOWN OF SHADY SHORES	1,671,648.80	0.0558%	1
C37	CITY OF SOUTHLAKE	830,182.93	0.0277%	1
C28	CITY OF TROPHY CLUB	12,005,186.50	0.4010%	8
C44	TOWN OF WESTLAKE	305,951.53	0.0102%	1
CITY TOTAL		$761,520,923.30	25.67%	514
TOTAL ALL JURISDICTIONS		$2,993,449,471.92	100.00%	2000