Life Connected.

AGENDA
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 13, 2026
5:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein. **(Closed to Public as provided in the Texas Government Code.)**

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding a Development Agreement for Grace Bridge Temporary Parking.

B. Discussion regarding a Development Agreement for Creekway Shops.

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

C. Discussion regarding Project Kingsmen.

D. Discussion regarding Project Ruby.

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

E. Discussion regarding Mosiac land swap.

F. Discussion regarding Serenade land acquisition.

G. Discussion regarding Project Rooster.

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

H. Discussion regarding cybersecurity.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.074 Personnel Matters:

I. Discussion regarding City Manager annual evaluation.

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).

The City Council further reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed herein, as authorized by the Texas Government Code, Chapter 551.

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

A. City of Celina's 150th Anniversary Proclamation. (Tubbs)

B. Presentation of the Planning Excellence Award. (Kleineck)

C. Chamber of Commerce Presentation. (Alexis Jackson)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion on the future of Celina Oktoberfest. (Monaco)

B. Discussion regarding the Median Landscape Pattern Book. (McAfee)

C. Discussion regarding Water Conservation. (McAfee)

D. Discussion regarding E-bikes. (Cullison)

E. Discussion regarding the 2026 Joint Meeting between the Celina Economic Development Corporation Board and City Council. (Satarino)

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- December 9, 2025, 5:00 p.m.

B. Consider and act to approve a work authorization for design and construction management services for the Phase 5 Dark Fiber extension with Capco Communications, for an amount not to exceed $160,749.01. (Alexander)

C. 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)

D. Consider and act to purchase a fully outfitted commercial vehicle enforcement (CVE) truck for the Police Department from multiple vendors (Caldwell Country Ford, GTS Solutions, MCA, Motorola, Cap Fleet, AXON) through several cooperative contracts (Buyboard 724-23, DIR-CPO-5225, DIR-CPO-5433, DIR-CPO-5434, Buyboard 743-24) for an amount not to exceed $161,179.00. (Cullison)

E. Consider and act upon a Revocable License Agreement with Ramble Phase I, LLC, for Tower Licensed Area and Landscaping Licensed Area. (Glasgow)

F. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for the construction of Stallcup Boulevard east of CR 132 (N Custer Rd), approximately eight hundred feet (800'). (Glasgow)

G. Consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference and Section 3.02.351 National Electrical Code. (Hernandez)

H. Consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement, Section 3.02.003 Adoption by Reference, Section 3.02.051 International Building Code, Section 3.02.101 International Fire Code, Section 3.02.151 International Residential Code, Section 3.02.201 International Mechanical Code, Section 3.02.251

International Fuel Gas Code, Section 3.02.301 International Plumbing Code, Section 3.02.401 International Energy Conservation Code, Section 3.02.451 International Property Maintenance Code, Section 3.02.501 International Swimming Pool and Spa Code, and Section 3.02.551 International Existing Building Code. (Hernandez)

I. Consider and act upon a Resolution ordering and calling a General Election for the purpose of electing a Mayor, a Councilmember for Place 4, and a Councilmember for Place 5 for three (3) year terms each; authorizing a Joint Election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 2, 2026. (Owens)

J. Consider and act upon a twenty-year agreement with Zapstand, LLC through a cooperative contract with TXShare (Contract #2024-074) for installation, maintenance and monitoring of AEDs at Old Celina Park and the Pavilion on the Square with an initial cost of $28,000.00 (for year 1) and an annual maintenance cost of $8,000.00 to include a three (3) percent annual increase for a total expense not to exceed $234,963.00. (Walsh)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City limits, for City Limits Honda. (McAfee)

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.03: Use Regulations, Part Two: Accessory Structures, and related sections of the Zoning Ordinance. (McAfee)

C. Conduct a Public Hearing to consider and act upon an Ordinance for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuel use on approximately two (2) acres; generally located at the northeast corner of Coit Road and Frontier Parkway, within the City limits, for 7-Eleven. (Mohan)

IX. ACTION ITEM:

A. Consider and act upon appointment to fill a one (1) year term on the Audit Committee. (Bromiley)

B. Consider and act to approve an Amended and Restated Economic Development and Performance Agreement with Celina Pop, LLC. (Satarino)

C. Consider approval of a Resolution nominating a candidate to fill a vacancy on the Denton Central Appraisal District 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.

"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

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.

City Council
City of Celina

Proclamation

Celebrating the 150th Anniversary of the City of Celina

WHEREAS, the City of Celina was founded in 1876 and has since grown from a small rural settlement into a thriving and vibrant community, while preserving the values, traditions, and spirit that define its identity; and

WHEREAS, for 150 years, generations of residents, business owners, civic leaders, educators, first responders, veterans, and volunteers have contributed to the City's progress through service, innovation, resilience, and a shared commitment to community; and

WHEREAS, Celina's history is rooted in agriculture, railroads, education, faith, and family, laying the foundation for a strong sense of place and a culture that values hard work, neighborliness, and civic pride; and

WHEREAS, the City has experienced significant growth and opportunity while remaining dedicated to thoughtful planning, responsible governance, and the preservation of its heritage; and

WHEREAS, the Sesquicentennial celebration provides an opportunity to honor Celina's past, recognize those who have shaped its present, and inspire a shared vision for its future;

WHEREAS, the City Council of the City of Celina, Texas, that the year 2026 is hereby recognized as the 150th Anniversary of the City of Celina, and that this milestone be celebrated throughout the year with commemorative events, educational initiatives, and community activities that reflect the City's rich history and promising future.

BE IT FURTHER PROCLAIMED that the City Council extends its sincere appreciation to all who have contributed to Celina's success over the past 150 years and calls upon residents, businesses, and community partners to join in celebrating this historic occasion with pride and unity on this 13th day of January 2026.

_____

Ryan Tubbs
Mayor

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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: January 13, 2026

Agenda Item:
Discussion on Celina Oktoberfest. (Monaco)

Background Information:

The Celina Chamber of Commerce has historically overseen and produced the Celina Oktoberfest, initially on the Downtown Square and, more recently, within the Entertainment District. Following the 2025 Oktoberfest, the Chamber and its Board of Directors elected not to continue hosting the event.

Subsequent discussions evaluated the feasibility of the City of Celina assuming responsibility for planning and executing the event, including potential changes to its structure and operations and opportunities for increased community engagement. The last Oktoberfest held on the Downtown Square occurred in 2024, with a total event budget of approximately $137,000.00. Accounting for two years of estimated cost escalations at 7–10% annually, a comparable event in 2026 would be projected to be $160,000.00.

In 2024, the Chamber fenced the event footprint and charged an admission fee, whereas City-produced events are typically open-access and free to the public, with no admission fees collected. The Chamber offset select expenses in 2024 through gift-in-kind contributions; however, the City's budgeting does not assume gift-in-kind services, and all presented budget estimates are based solely on prior Work Authorizations for other full-scale City festivals.

A City-produced Oktoberfest could be streamlined to a four-hour event featuring a balanced mix of entertainment, food and beverage offerings, and family-friendly activities designed to engage residents of all ages and provide an inclusive, community-oriented festival experience. Programming would intentionally reflect Celina's median age of 37, offering family participation opportunities while maintaining elements that appeal to adult attendees.

A full-scale Oktoberfest would fully activate the Downtown Square, comparable in scope to events such as Beware! of the Square and Christmas on the Square, including full closure and comprehensive programming. A reduced-scale version would maintain the Downtown Square footprint but feature limited activation, similar to the 2024 Downtown Square Oktoberfest, with fewer programmed areas, a smaller stage, and no activities in the church parking lot on Ohio Street. Budget estimates for a full-scale Oktoberfest, including full planning and execution, is approximately $269,550. In contrast, a reduced-scale, streamlined, family-friendly event similar to the 2024 Downtown Square Oktoberfest is estimated at $189,500.

Alternatively, the City could issue a no-cost RFP to engage a qualified event operator for planning and executing an Oktoberfest or Downtown Crawl, with all costs recovered through sponsorships, vendor participation, and commercial activity. Additionally, the City could designate a themed "Oktoberfest Day," similar to Countdown to Christmas, leveraging Downtown restaurants and bars to offer event-themed specials and promotions, supported by limited City marketing, with further evaluation to be conducted in coordination with the Downtown Commission.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
Funding would be available via a Budget Amendment for Options 1 and 2.

Staff Recommendation:
N/A

Discussion on Celina Oktoberfest

Joe Monaco
Director of Marketing & Communications

EVENT BACKGROUND

- **Event History**: Previously, the Celina Chamber of Commerce has overseen and produced the Celina Oktoberfest on the Downtown Square, and most recently in the Entertainment District.

- **2025 Event Outcome**: Following the Celina Oktoberfest held in 2025, the Celina Chamber of Commerce and its Board of Directors made the decision not to move forward with hosting the event in future years.

- **Transition Discussions**: Discussions were held to evaluate how the event could continue if the City of Celina assumed responsibility for planning and execution, including potential changes to structure, operations, and community involvement.

EVENT BACKGROUND

- **Most Recent Downtown Square Event**: The last Celina Oktoberfest held on the Downtown Square occurred in 2024, with an overall event budget of approximately $137,000.

- **Projected 2026 Cost Increases**: Applying two years of estimated cost escalations at 7–10% annually, the projected budget for a comparable event in 2026 is estimated at approximately $160,000.

- **Admission Model Differences**: In 2024, the Celina Chamber of Commerce fenced the event footprint and charged admission for entry. In contrast, City-produced events are typically open-access and free to attend, with no admission fees charged to the public.

- **Use of Gift-in-Kind Services**: The Chamber of Commerce offset certain expenses in 2024 through the use of gift-in-kind contributions for select line items.

- **City Budgeting Assumptions**: The City does not include gift-in-kind services in event budgeting; therefore, no potential gift-in-kind contributions were assumed or included in the budget estimates presented. These estimates are based on previous Work Authorizations for the City's other full-scale festivals.

POTENTIAL EVENT STRUCTURE

- **Event Structure:** The Oktoberfest event could be streamlined to a four-hour event that would feature a balanced mix of entertainment, food, beverage offerings, and family-friendly activities, designed to appeal to a broad audience and provide opportunities for residents of all ages to engage throughout the duration of the event.

- **Community-Event Alignment:** The event would be intentionally designed to align with Celina's median age of 37 by offering programming that supports family participation while also maintaining elements that appeal to adult attendees, resulting in a welcoming, inclusive, and community-oriented festival atmosphere.

- **Full Scale Festival:** A full-scale festival in the Downtown Square would mirror the scope and activation of events such as Beware! of the Square and Christmas on the Square, including full closure and activation of the entire Downtown Square footprint.

- **Reduced Scale Festival:** A reduced-scale festival would maintain the same Downtown Square footprint with limited activation, similar in scale to the 2024 Celina Oktoberfest held on the Downtown Square. With reduced programmed areas, smaller stage on the Square, and no activities occurring in the church parking lot on Ohio Street.

OPTION #1 (FULL SCALE FESTIVAL)

ITEM	COST		ITEM	COST
Management Fee	$10,000		Decorations	$25,000
Talent Buying + Rider Buyout	$15,000		Specialized Equipment Rentals	$17,500
Stage (SL100)	$25,000		Event Restrooms	$6,900
Stage Banners	$3,000		Janitorial Services	$5,750
Site Labor Crew	$1,750		Activations (Church Parking Lot + Two29)	$15,000
Generators	$31,000		Ice	$650
Fencing + Bike Rack	$3,500		Golf Carts	$4,000
Security Rental	$5,000		Food Hospitality	$2,500
Event Rentals Package	$30,000		Event Supplies	$17,500
Kids Zone	$11,500		Marketing & Advertising	$5,000
Shuttles	$13,500		Printed Event Signage	$5,000
Barricades + Electronic Boards	$6,500			
Crash Protection Barricades	$9,000		**OPTION #1 ESTIMATED COST**	**$269,550**

OPTION #2 (REDUCED SCALE FESTIVAL)

ITEM	COST		ITEM	COST
Management Fee	$10,000		Decorations	$15,000
Talent + DJ	$2,000		Specialized Equipment Rentals	$17,500
Site Labor Crew	$1,750		Event Restrooms	$4,000
Generators	$31,000		Janitorial Services	$5,750
Fencing + Bike Rack	$3,500		Golf Carts	$4,000
Security Package	$3,500		Food Hospitality	$2,500
Event Rentals Package	$25,000		Event Supplies	$17,500
Kids Zone	$11,500		Marketing + Advertising	$2,500
Shuttles	$13,500		Printed Event Signage	$5,000
Barricades + Electronic Boards	$5,000			
Crash Protection Barricades	$9,000		**Option #2 ESTIMATED COST**	**$189,500**

OPTION #3 (NO-COST REQUEST FOR PROPOSAL)

- **Issuance of No-Cost RFP**: The City would issue a no-cost Request for Proposals (RFP) inviting qualified event management firms to submit proposals to plan, produce, and operate a family-friendly Oktoberfest and/or Downtown Crawl at no direct cost to the City.

- **Cost Recovery Model**: The selected vendor would be responsible for recovering all event-related costs through approved revenue sources such as sponsorships, vendor booth fees, food and beverage sales, and other permitted commercial activities.

- **Defined Scope & Expectations**: Proposals would be required to address event logistics, programming, vendor management, safety and security, and operational execution while aligning with the City's family-friendly vision.

- **Evaluation Criteria**: Submissions would be evaluated based on experience with similar community events, demonstrated ability to execute a no-cost model, quality of family-oriented programming, and financial viability.

- **Agreement & Oversight**: The selected organizer would enter into an agreement establishing clear performance standards, reporting requirements, and City oversight to ensure community goals are met without financial obligation to the City.

OPTION #4 (DOWNTOWN OKTOBERFEST ACTIVATION)

- **Downtown Evolution**: When Celina Oktoberfest was first established, there were limited alcohol-serving establishments on the Downtown Square. Since that time, Downtown Celina has experienced significant growth, resulting in a broader mix of restaurants and bars.

- **Oktoberfest Day Activation**: Under this option, the City would designate a specific "Oktoberfest Day," similar in concept to Countdown to Christmas where Downtown businesses could offer themed food and beverage specials, extended hours, and promotional activities designed to drive foot traffic throughout the Square.

- **City Support & Promotion**: The City would support this activation through centralized advertising and marketing efforts, positioning Oktoberfest Day as a cohesive, community-focused celebration that is designed to drive foot traffic to the Downtown Square at a limited cost.

- **Downtown Commission Input**: This concept has not yet been discussed with the Downtown Commission; feedback and input from the Commission would be an important next step in evaluating the feasibility and potential structure of this option.

SUMMARY OF OPTIONS

- **Full Scale Oktoberfest**: The City would assume planning and execution of a full-scale Downtown Square festival comparable to Beware! of the Square and Christmas on the Square, requiring full activation with an estimated budget of $269,550.

- **Reduced Scale Oktoberfest**: The City would host a streamlined, family-friendly Oktoberfest similar in scale to the 2024 Downtown Square event, with reduced programming, limited activation areas, and a shorter event duration with an estimated budget of $189,500.

- **Third-Party Event (No-Cost RFP)**: The City would issue a no-cost RFP for a qualified event operator to plan and deliver an Oktoberfest or Downtown Crawl, with all costs recovered through sponsorships, vendors, and commercial activity.

- **Downtown Oktoberfest Day Activation**: The City would designate an “Oktoberfest Day,” similar to Countdown to Christmas, leveraging Downtown restaurants and bars to offer themed specials and promotions, supported by City marketing at a limited cost, with further evaluation pending Downtown Commission input.

QUESTIONS?

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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: Robert Ranc, City Manager
Date: January 13, 2026

Agenda Item:
Discussion regarding the Median Landscape Pattern Book. (McAfee)

Background Information:
The City Council, at a previous strategic planning retreat, indicated that water was a priority. In May 2025, the City approved a contract with Kimley-Horn to modernize the City's median landscaping regulations with a drought-tolerant perspective. The consultants researched the issue, met with staff multiple times, and are ready to share their findings with the Council.

There are four standards by which medians are evaluated:

1. Cost of installation (front end)
2. Cost of maintenance (back end)
3. Water usage (once established)
4. Aesthetics (regionally and locally important)

In addition, the Engineering Design Standards regulate many aspects of median design, including:

- Height of plants near median breaks and intersections
- Median widths
- Lay-down noses at intersections
- Turn lanes
- Guidance on coordinating sewer, water, and median lighting

Medians are typically designed with grass and trees due to their simplicity, having low cost and easy maintenance. However, this type of design has high water usage. Adding hardscape options and shrubbery (including ornamental grasses) adds cost and complexity, but better visuals and

lower water usage than turf grass. Not all options, however, are desirable. For example, decomposed granite can be messy and spill onto the roadway; all concrete designs result in too much impervious surface and runoff; and custom designs are often high cost and high maintenance.

The consultant has prepared four options for Council's consideration, each representing a different percentage of turf, plantings, and aggregate/gravel.

This item will be discussed at upcoming Keep Celina Beautiful and the Planning & Zoning Commission meetings. Final deliverables and adoption are anticipated in the spring.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

MEDIAN LANDSCAPE PATTERN BOOK

City Council - Worksession
January 13, 2026

BACKGROUND

- The Council, at a previous strategic planning retreat, indicated that water was a priority
- In May 2025, the City approved a contract with Kimley-Horn to modernize the City's median landscaping regulations with a drought-tolerant perspective
- The consultants researched the issue, met with staff multiple times, and are ready to share their findings with the Council

City Council's Priority Objectives

- Develop a comprehensive water conservation plan.
- Expand access to water resources through multiple initiatives.

TIMELINE

- January – feedback & direction from Council
- Upcoming – input from Keep Celina Beautiful and Planning & Zoning Commission
- Spring – final deliverables & project adoption
- Summer – ordinance updates (as needed)

MEDIANS

4 standards by which medians are evaluated:

- Cost of installation (front end)
- Cost of maintenance (back end)
- Water usage (once established)
- Aesthetics (regionally & locally important)

PRINCIPLE UNDERSTANDINGS

- Only 4 and 6 lane roadways have a divided median
- Engineering Design Standards regulate many aspects of median design, including:
  - Height of plants near median breaks & intersections
  - Median widths
  - Lay-down noses at intersections
  - Turn lanes
  - Guidance on coordinating sewer, water, & median lighting

LANDSCAPING BASICS

- Grass and trees are most common due to simplicity (low cost, easy maintenance, **high water**)
- Adding hardscape options, shrubbery, and ornamental grasses add cost and complexity, but better visuals and lower water usage than turf grass
- Not all options are desirable for various reasons:
  - Decomposed Granite (messy - spills over)
  - All concrete (too much impervious surface)
  - Advanced custom design (high cost & maintenance)

POLICY QUESTIONS

As the consultant delivers tonight's presentation . . .

- How water-minded does Celina want to be regarding median landscape design on public roadways?
- What is the appropriate balance between design flexibility (allowing water-heavy options) and more restrictive regulations (promoting xeriscape) involving design?
- This will be Celina's design motif going forward on public roadway medians

CELINA MEDIAN DESIGN GUIDELINES

BENCHMARKING AND MEDIAN DESIGN OPTIONS

JANUARY, 2026

CELINA TEXAS EST. 1876

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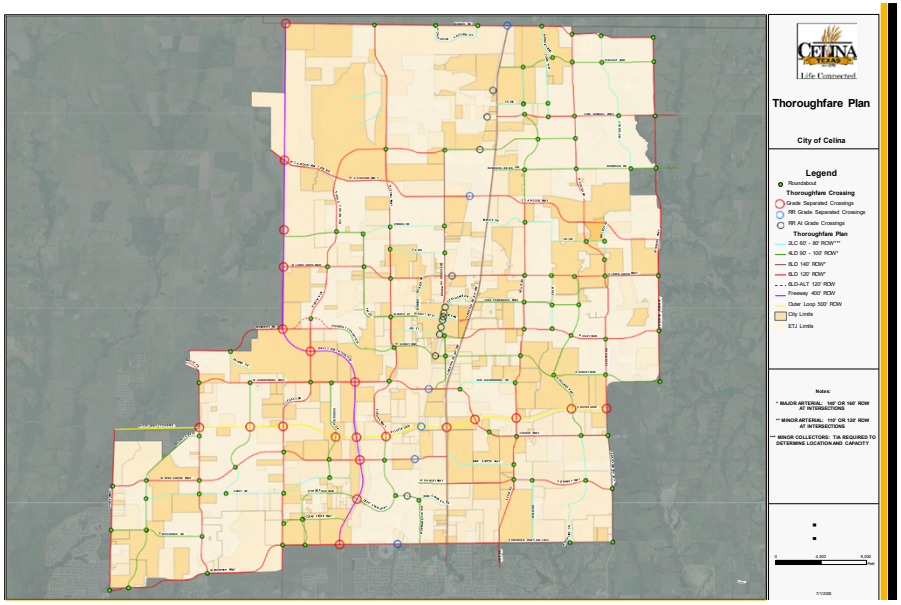
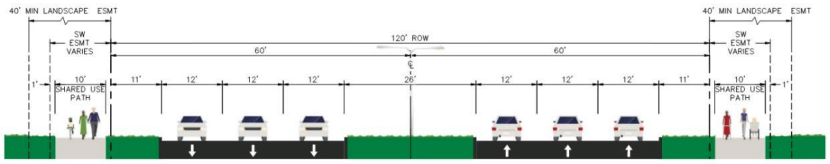
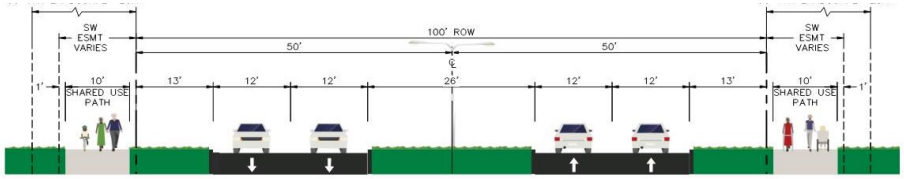
CELINA MEDIAN CONFIGURATIONS

- **Trees:**
  1 ornamental tree per 40 linear feet, used mainly as accents near the nose and among canopy trees.
  1 large canopy tree per 40 linear feet, spaced at least 30’ from streetlights, 20’ from intersections, and 15’ from overhead lines.
  Trees may be clustered for aesthetics, but must provide shade to all pedestrian areas.
  Trees must be planted at least 4’ from pipeline edges. Within 200’ of median nose, tree foliage must be trimmed to 10’ above ground; beyond that, trimmed to 6’.
- **Shrubs & Ground Cover:**
  Minimum 20% of landscaped area must include evergreen shrubs, ground cover, or native grasses.
- **Grass & Sod:**
  Only mowed grass allowed within 6’ of curb face.
  Sod required 4’ behind median curbs and 2’ behind parkway curbs along public roads.
- **Street Lighting and Irrigation**
  Irrigation conduits to be placed in the center of proposed paved median areas.
  Irrigation main lines and street light conduits to be placed 2’ behind median curbs.

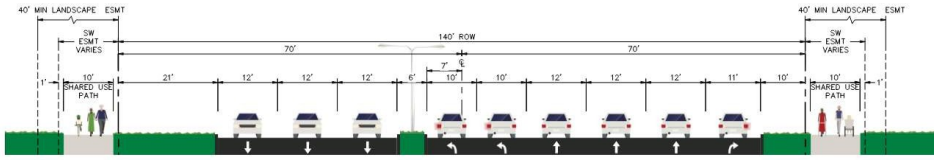




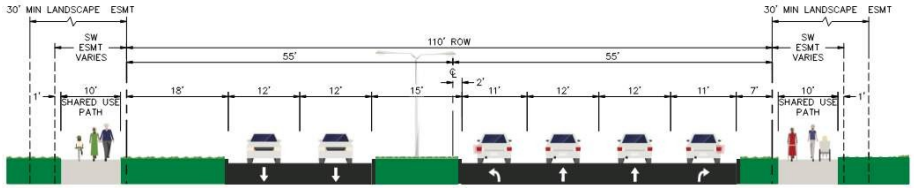
Major Thoroughfare Type P6D (Midblock)



Minor Thoroughfare Type M4D (Midblock)

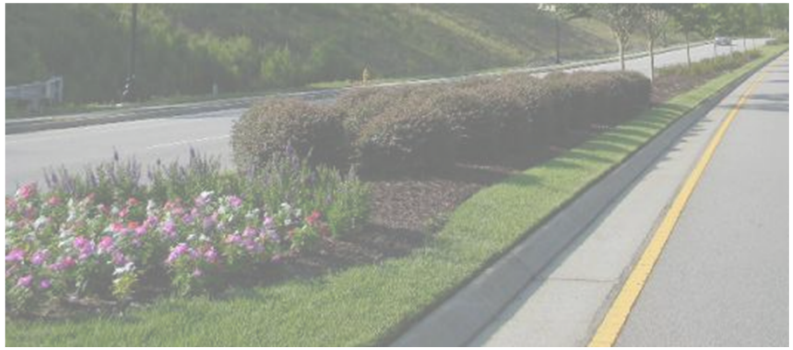


Major Thoroughfare Type P6D (Intersection)



Minor Thoroughfare Type M4D (Intersection)

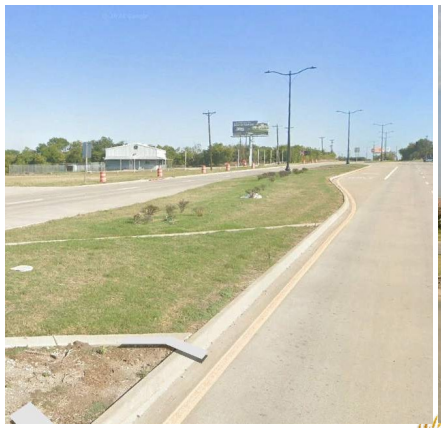
BENCHMARKING



Preston Road - Celina, TX

DESIGN ELEMENTS:
- LARGE SWATHS OF GRAVEL
- CONCRETE MOW STRIPS
- DOUBLE ROW OF ORNAMENTAL TREES IN CENTER OF MEDIAN
- LINEAR PLANTING PATTERN

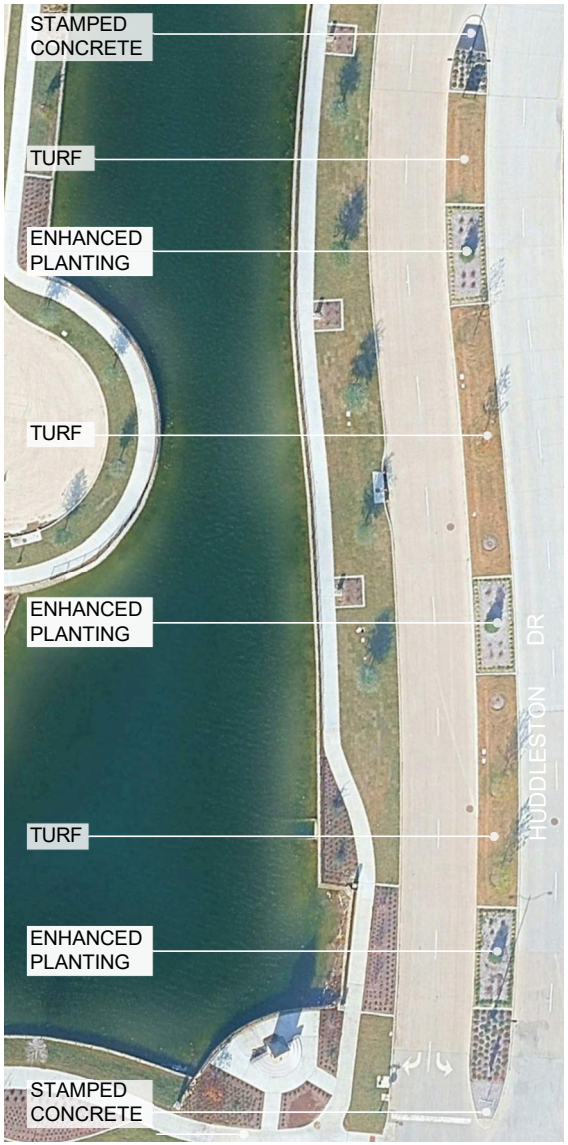
MEDIAN COMPOSITION:
- ~30 TREES
- 30% ENHANCED PLANTING/GRAVEL, 70% TURF
- BULLET NOSE



HARDSCAPE

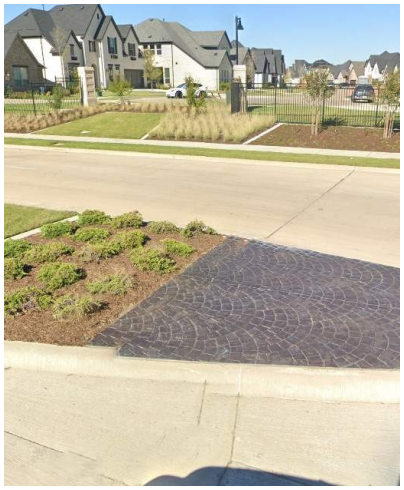
LANDSCAPE

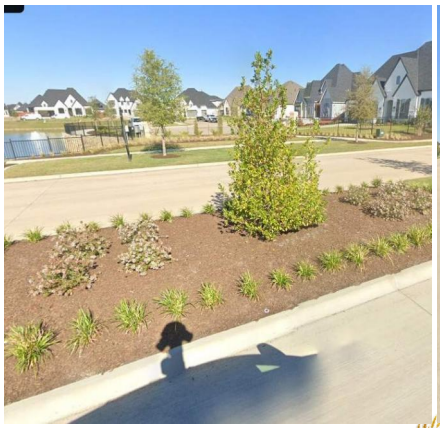
Huddleston Drive - Celina, TX

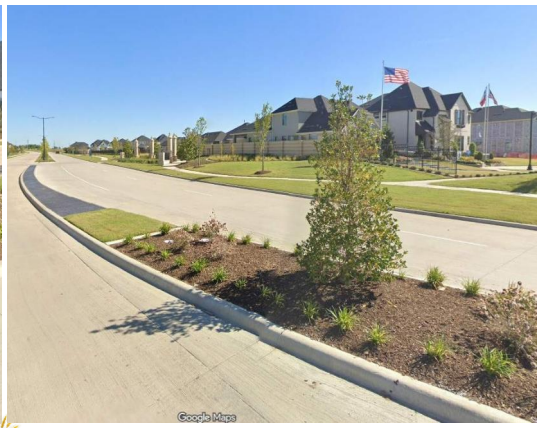


DESIGN ELEMENTS:
- ALTERNATING PATTERN OF TURF AND ENHANCED PLANTING
- ENHANCED PAVING AT END
- EXTENSIVE USE OF MULCH

MEDIAN COMPOSITION:
- ~6 TREES
- 45% TURF, 45% ENHANCED PLANTING, 10% PAVING
- BULLET-NOSE







HARDSCAPE

LANDSCAPE

Light Farms Way - Celina, TX

DESIGN ELEMENTS:

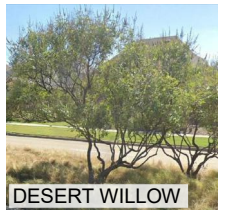
- LARGE SWATHS OF ORNAMENTAL AND NATIVE GRASSES
- ORNAMENTAL TREES
- STONE ACCENT WALLS
- FLAGSTONE PAVING AT ENDS
- BRICK PAVER CROSSWALKS INTERSECTING

MEDIAN COMPOSITION:

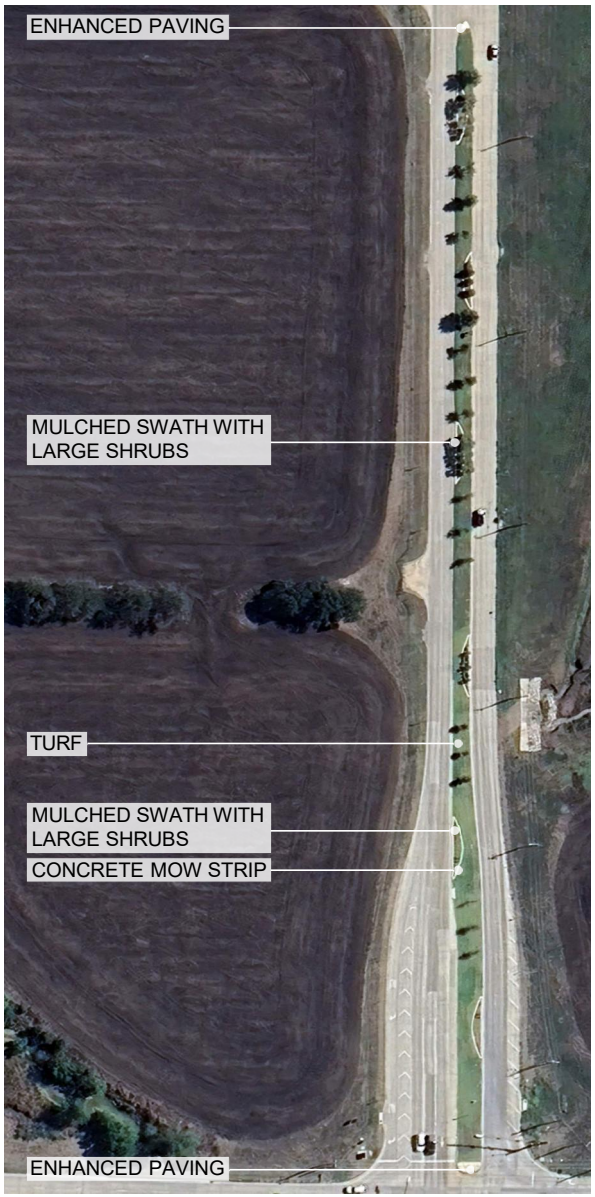
- ~25 TREES
- 45% ENHANCED PLANTING, 55% TURF
- SEMICIRCLE NOSE

HARDSCAPE

LANDSCAPE

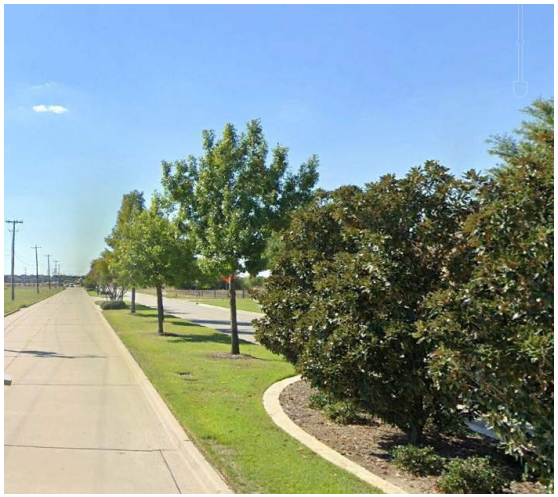


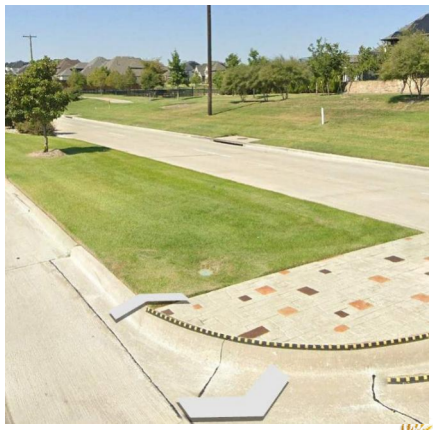
W Prosper Trail - Prosper, TX



FEATURES / PROGRAM ELEMENTS:
- ENHANCED PAVING ON ENDS
- SMALL SWATH PLANTING
- MAJORITY TURF

MEDIAN COMPOSITION:
- ~18 TREES
- 65% TURF, 30% ENHANCED PLANTING, 5% HARDSCAPE
- BULLET NOSE AND SEMICIRCLES USED





HARDSCAPE

LANDSCAPE

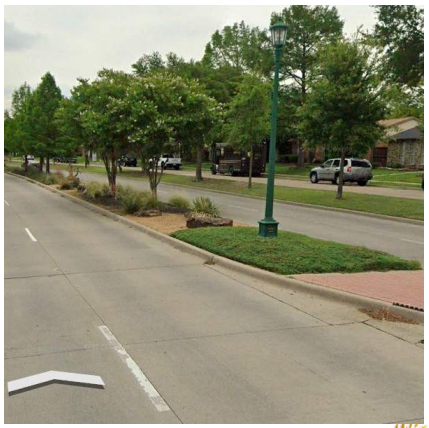
N Colony Boulevard - The Colony, TX

FEATURES / PROGRAM ELEMENTS:

- MULCHED AND GROUND COVER AREAS
- ORNAMENTAL TREES
- DECORATIVE LIGHT POLES
- BRICK PAVERS AT ENDS
- GRAVEL SWATH WITH NATIVE PLANTS
- SMALL DECORATIVE BOULDERS

MEDIAN COMPOSITION:

- ~13 TREES
- 0% TURF, 60% ENHANCED PLANTING, 25% GRAVEL, 5% HARDSCAPE
- BULLET NOSE AND SEMICIRCLES USED



HARDSCAPE

GRAVEL

BRICK PAVERS

STONE BOULDER

CONCRETE CURB

LANDSCAPE

MAPLE

CRAPE MYRTLE

MEXICAN FEATHER GRASS

BALD CYPRESS

RED YUCCA

CREEPING JUNIPER

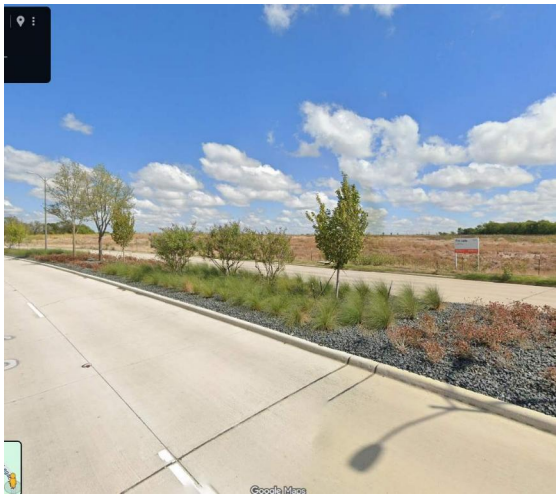
Legacy Drive - Frisco, TX

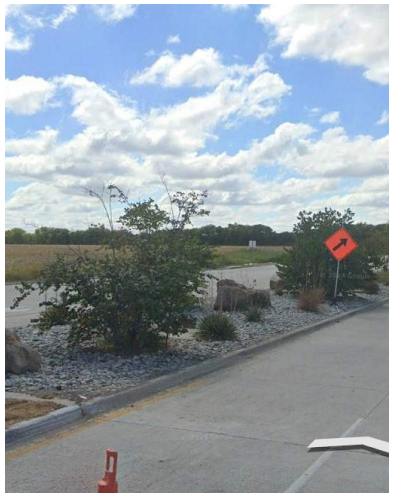
FEATURES / PROGRAM ELEMENTS:

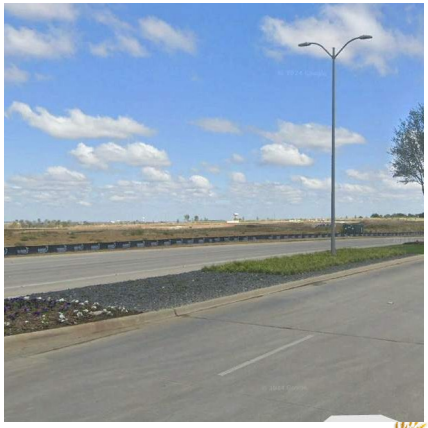
- ALTERNATING PATTERN OF TURF AND ENHANCED PLANTING
- SMALL DECORATIVE BOULDERS
- GRAVEL SWATHS WITH SHRUB PLANTING
- ENHANCED PAVING AND SEASONAL COLOR AT ENDS

MEDIAN COMPOSITION:

- ~45 TREES
- 50% TURF, 25% ENHANCED PLANTING, 25% GRAVEL
- BULLET NOSE







HARDSCAPE

ROCK COBBLE

GRAVEL

BRICK PAVERS

BRICK PAVERS 2

STONE BOULDER

LANDSCAPE

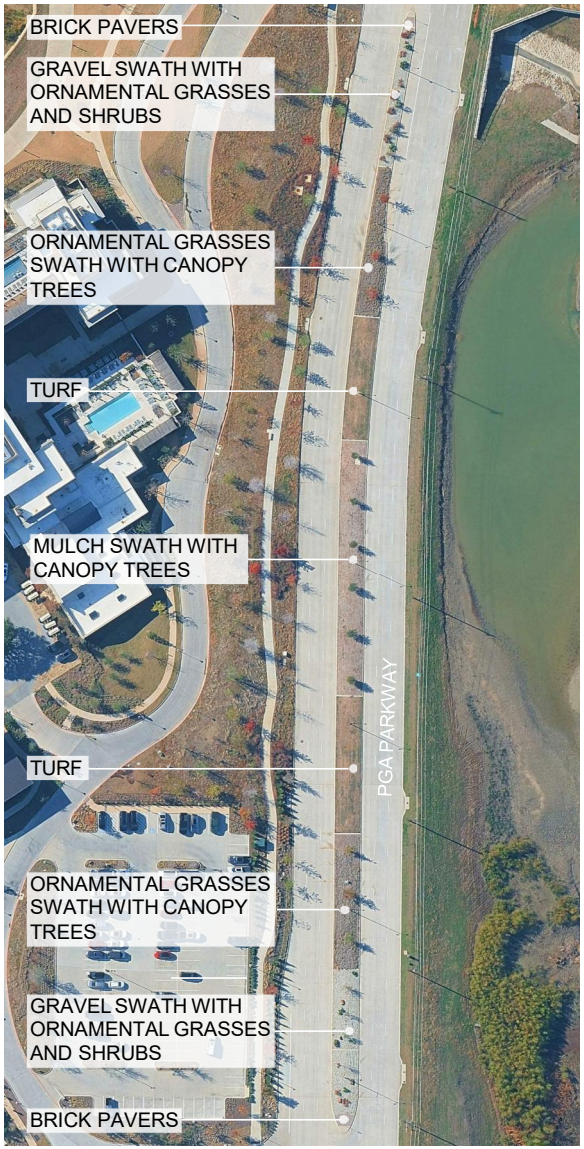
VITEX

SUGAR MAPLE

OAK

LIVE OAK

PGA Parkway - Frisco, TX



FEATURES / PROGRAM ELEMENTS:

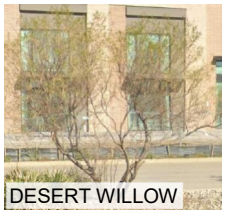
- ALTERNATING PATTERN OF TURF, ENHANCED PLANTING, AND GRAVEL
- SMALL DECORATIVE BOULDERS
- GRAVEL SWATHS WITH SHRUB PLANTING
- ENHANCED PAVING AT ENDS

MEDIAN COMPOSITION:

- ~12 TREES
- 40% TURF, 30% ENHANCED PLANTING, 30% GRAVEL
- BULLET NOSE

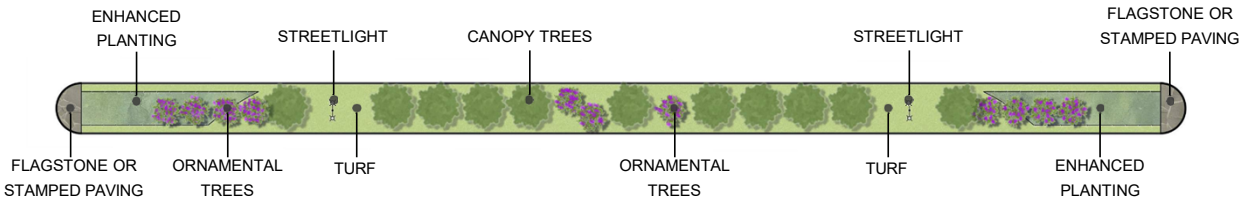
HARDSCAPE

LANDSCAPE

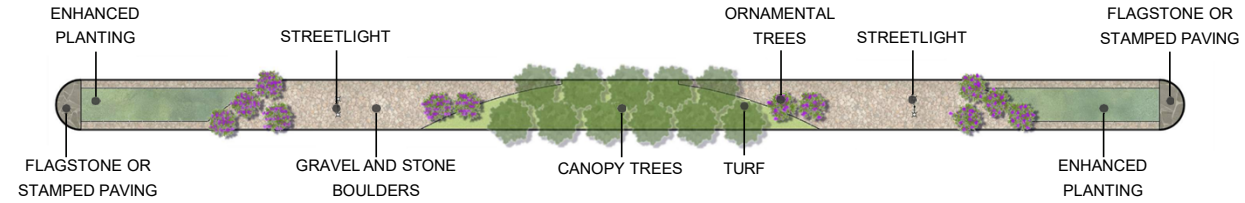


26’ WIDE MEDIAN

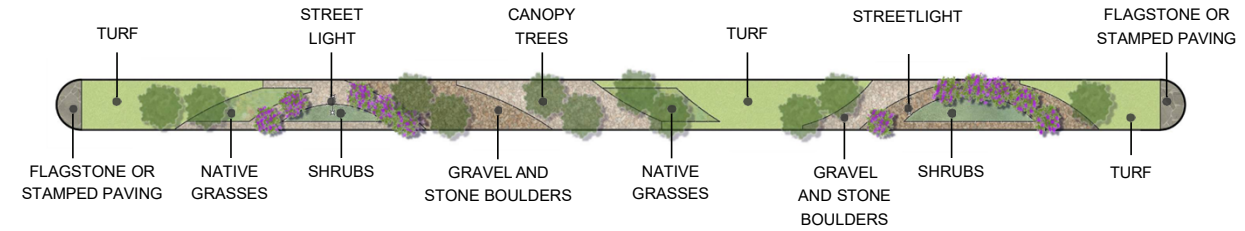
80% TURF, 20% ENHANCED PLANTING (CODE STANDARD)



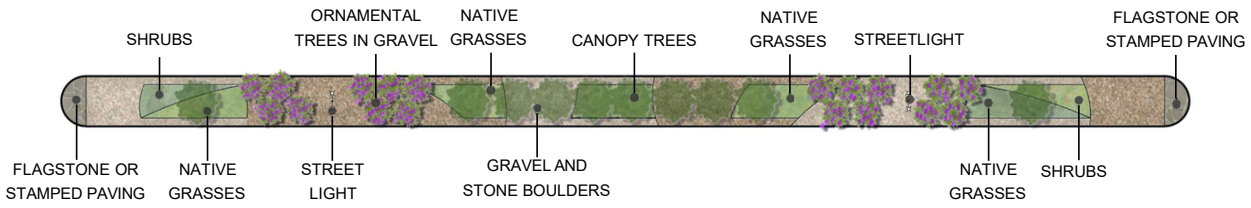
55% TURF, 20% ENHANCED PLANTING, 25% AGGREGATE



30% TURF, 35% ENHANCED PLANTING, 35% AGGREGATE



0% TURF, 40% ENHANCED PLANTING, 60% GRAVEL



S COIT ROAD

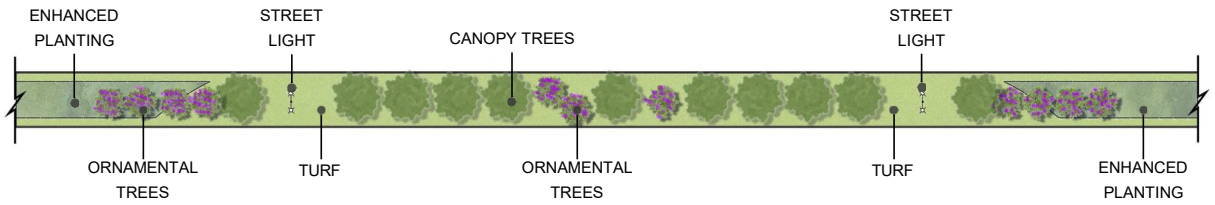
FM 423

CARL STERN DR

LEGACY DRIVE

COST ESTIMATES

80% TURF, 20% ENHANCED PLANTING (CODE STANDARD)

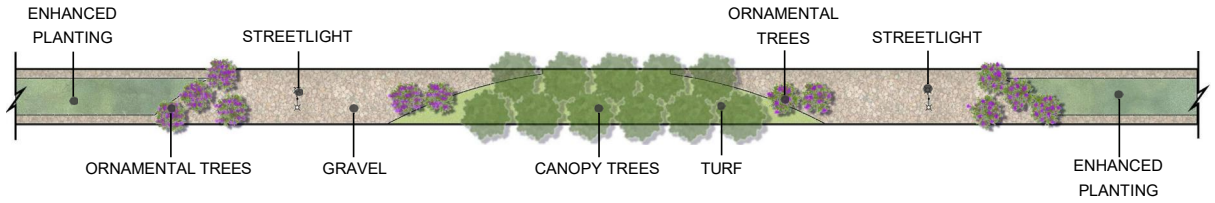


ESTIMATED COSTS AND WATER USAGE

Yearly Water Usage (Gallons)	317,000
Install Cost ($)/ft²	$131,200
5 Year Maintenance Cost ($)	$77,600
Install Cost and 5 Year Estimated Maintenance Cost Total	**$208,800**
Water Usage (Gallons) 5 Year Total	**1,585,000**

5-year all-in cost: $1,793,800

55% TURF, 20% ENHANCED PLANTING, 25% AGGREGATE

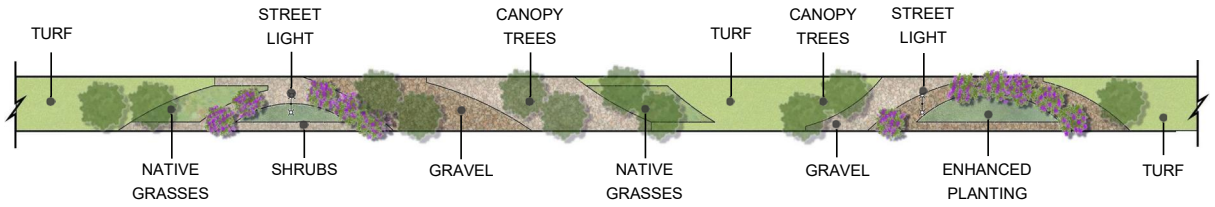


ESTIMATED COSTS AND WATER USAGE

Yearly Water Usage (Gallons)	239,600
Install Cost ($)/ft²	$155,000
Five Year Maintenance Cost ($)	$73,800
Install Cost and 5 Year Estimated Maintenance Cost Total	**$228,800**
Water Usage (Gallons) 5 Year Total	**1,198,000**

5-year all-in cost: $1,426,800

30% TURF, 35% ENHANCED PLANTING, 35% AGGREGATE

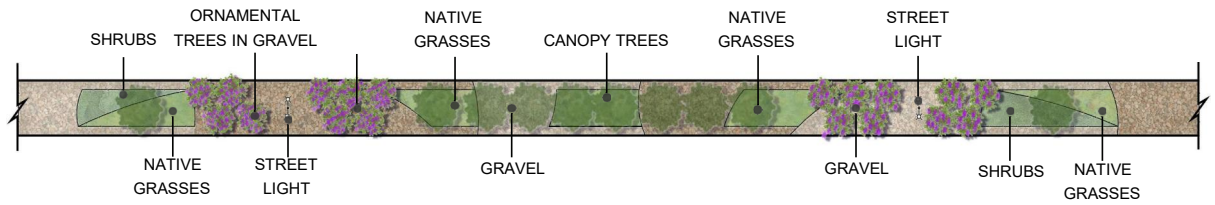


ESTIMATED COSTS AND WATER USAGE

Yearly Water Usage (Gallons)	208,400
Install Cost ($)/ft²	$194,200
5 Year Maintenance Cost ($)	$82,800
Install Cost and 5 Year Estimated Maintenance Cost Total	**$277,000**
Water Usage (Gallons) 5 Year Total	**1,042,000**

5-year all-in cost: $1,319,000

0% TURF, 40% ENHANCED PLANTING, 60% GRAVEL



ESTIMATED COSTS AND WATER USAGE

Yearly Water Usage (Gallons)	131,100
Install Cost ($)/ft²	$201,000
5 Year Estimated Maintenance Cost ($)	$82,400
Install Cost and 5 Year Maintenance Cost Total	**$283,400**
Water Usage (Gallons) 5 Year Total	**655,500**

5-year all-in cost: $938,900

Install cost based on 500 linear feet on 26' wide median (13,000 sf)

15’ AND 26’ MEDIANS: Materials

+ ANY MATERIALS USED IN 6’ MEDIANS

HARDSCAPE PALETTE

ROCK COBBLE

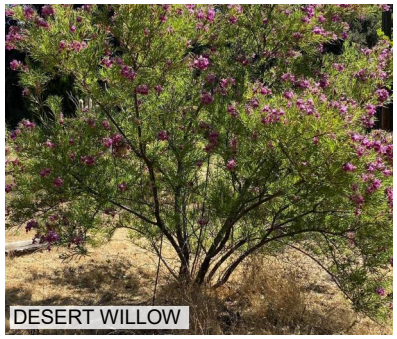
WARM TONE GRAVEL

STONE BOULDERS

CONCRETE MOW STRIP

STEEL EDGING

PLANTING PALETTE - NATIVE AND WATER SMART


DESERT WILLOW

VITEX

MEXICAN SYCAMORE

TEXAS SAGE

BLONDE AMBITION BLUE GRAMA

CEDAR ELM

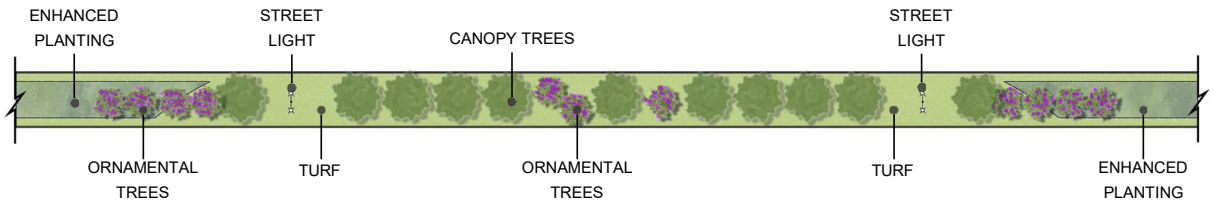
RED YUCCA

TEXAS SOTOL

MEXICAN FEATHER GRASS

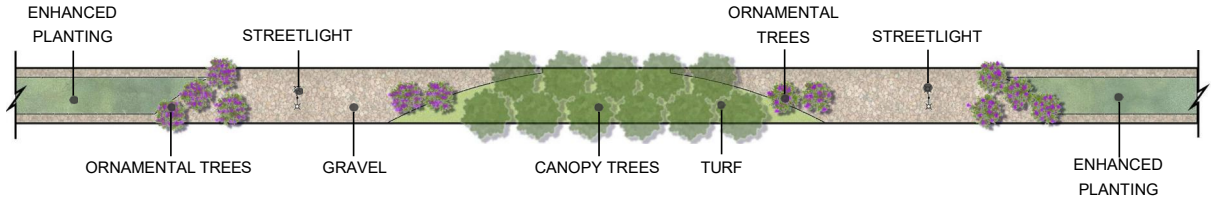
DISCUSSION

80% TURF, 20% ENHANCED PLANTING (CODE STANDARD)



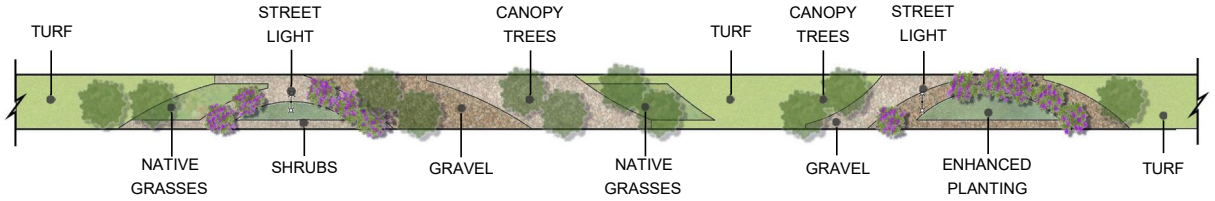
S COIT ROAD

55% TURF, 20% ENHANCED PLANTING, 25% AGGREGATE



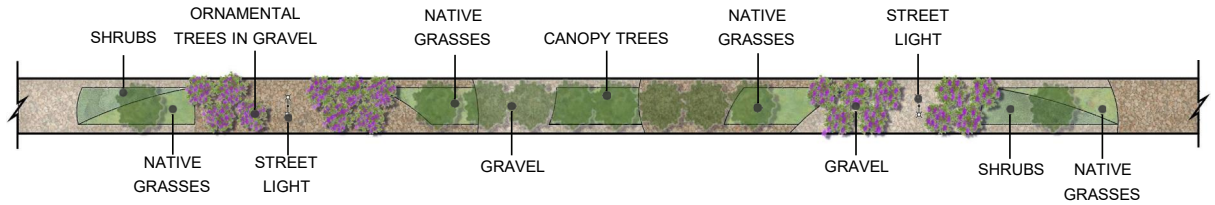
LEGACY DRIVE

30% TURF, 35% ENHANCED PLANTING, 35% AGGREGATE



CARL STERN DR

0% TURF, 40% ENHANCED PLANTING, 60% GRAVEL



PGA PARKWAY

POLICY QUESTIONS

- How water-minded does Celina want to be regarding median landscape design on public roadways?
- What is the appropriate balance between design flexibility (allowing water-heavy options) and more restrictive regulations (promoting xeriscape) involving design?
- This will be Celina's design motif going forward on public roadway medians

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: January 13, 2026

Agenda Item:
Discussion regarding Water Conservation. (McAfee)

Background Information:
The City of Celina is addressing water conservation through a multi-pronged approach, including:

- Water conservation & enforcement (8-2025 presentation)
- Education, outreach, & awareness
- Exploring new water sources & supply (1-2025 update)
- Increasing water infrastructure capacity
- Median Landscape Pattern Book (May 2025 contract)
- Amending ordinances

Codes that regulate water and landscaping include Zoning, Subdivision, Engineering Design Criteria, and others. The regulations already allow for xeriscape design options and native and adapted plants that are drought-tolerant.

The regulations also require irrigation systems on all projects, which results in irrigation being approximately 50% of water usage during peak summer heat. Drip irrigation, such as along foundations and bubblers on trees, is an exemption to conservation restrictions.

There are several options to consider reducing water usage, including:

- Refining the plant list to trim out popular options that require supplemental watering;
- Requiring xeriscape design for new residential and commercial development ;
- Prohibiting the irrigation of lawn grass;
- Only allowing irrigation of front yards;

- Eliminating all non-drip irrigation completely;
- A combination of the above; or
- Maintaining the status quo.

Staff is working on a scope of services for a consultant to recommend revisions to the City's Ordinances to require xeriscape design for new development, and would soon begin outreach to the commercial and residential development community regarding the required extension of xeriscape design. This would result in reduced water usage while maintaining an attractive design. However, xeriscape design is costly and is not necessarily fewer plants, just significantly less grass & irrigation.

Celina could establish the regional standard for managing water resources through new development design that limits water usage. Revising irrigation regulations can have a tangible impact on future water use. However, broad support from the Builder and Development communities is not anticipated.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking City Council questions and/or feedback regarding the scope of the upcoming revisions to City Ordinances.

WATER CONSERVATION

ORDINANCE UPDATES

City Council – Work Session
January 13, 2026

BACKGROUND

- Water is a trending topic of concern
- The City is addressing water thru a multi-pronged approach, including:
  - Water conservation & enforcement (8-2025 presentation)
  - Education, outreach, & awareness
  - Exploring new water sources & supply (1-2025 update)
  - Increasing water infrastructure capacity (CIP)
  - Median Landscape Pattern Book (May 2025 contract)
  - Amending ordinances (tonight's discussion)

ORDINANCES OVERVIEW

- Codes that regulate water & landscaping include Zoning, Subdivision, Engineering Design Criteria, and others
- Regulations already *allow* for Xeriscape design options
- Regulations already *allow* for native and adapted plants that are drought-tolerant
- Regulations *require* irrigation systems on all projects

Key point: Mandatory v. Optional matters

IRRIGATION

- Approximately 50% of water usage during peak summer heat is outdoor irrigation
- Drip irrigation, such as along foundations and bubblers on trees, is an exemption to conservation restrictions
- The City has required bubblers on trees since 2017
- Key takeaways:
  - It's not the trees; it's the grass – specifically, the watering of grass during summer, that uses the water
  - An improved plant list alone, without addressing irrigation, will not conserve water

OPTIONS FOR DISCUSSION

Landscaping:

- Refining plant list to trim out popular options that require supplemental watering (hollies, magnolias, etc.)
- Requiring xeriscape design for new residential and commercial development (i.e. limiting grass)
- Combination of all the above
- Status Quo (current situation – expansive grass)

OPTIONS FOR DISCUSSION

Irrigation:

- Prohibiting the irrigation of lawn grass
- Only allowing irrigation of front yards
- Eliminating all non-drip irrigation completely
- Combination of all the above
- Status Quo (current situation – irrigation required)

NEXT STEPS

- Staff is working on a scope of services for a consultant to recommend revisions to the City's ordinances to require xeriscape design for new development
  - Commercial (including multi-family)
  - Subdivision (HOA common areas)
  - Single-family homes
- Staff would soon begin outreach to the commercial and residential development community regarding the required extension of xeriscape design

BENEFITS

- Ultimate water usage would be reduced
- Attractive options exist
- Celina could establish the regional standard for responsibly managing water resources thru new development design that limits water usage and modeling the behavior in its own projects

POLICY CONSIDERATIONS

- Ordinance updates, educating on design options, permitting, and construction is not over night
- Xeriscape design is costly (not as simple as adding gravel & cactus)
- Xeriscape design is not necessarily fewer plants – just significantly less grass & irrigation
- Broad support from the Builder and Development communities is not anticipated

TENTATIVE TIMELINE

- January – discussion & direction
- Winter – contract approval for consultant review of ordinances
- Spring – approval of Median Landscape Pattern Book
- Spring 2026 – outreach to builder & development communities
- Summer & Fall 2026 – ordinance updates

COUNCIL CONSIDERATION

- Staff is providing Council an update of ongoing water conservation efforts, as well as information regarding the launch of significant ordinance updates
- Does Council have any questions, feedback, or concerns regarding the proposed scope of the ordinance updates?

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: January 13, 2026

Agenda Item:
Discussion regarding E-bikes. (Cullison)

Background Information:
Like many municipalities in North Texas, Celina is experiencing increasing safety concerns related to juveniles operating E-motorcycles and E-bikes in roadways, sidewalks, parking lots, and parks. These safety concerns affect not only the juveniles operating E-bikes, but the safety of motorists and pedestrians as well. Many parents and young operators are unaware of the distinction between E-motorcycles and E-bikes, resulting in hazardous roadway conditions and violations of state motor vehicle laws. To date, the City of Celina Police Department has launched a coordinated education and enforcement initiative to address the dangerous, destructive, and illegal operations of E-motorcycles and E-bikes.

Under state law, E-bikes must comply with bicycle traffic laws and are subject to local ordinances. The Town of Prosper recently adopted an Ordinance implementing regulations for E-bikes. These regulations include:

- Prohibition of headphones, earbuds, ear plugs, etc. while operating E-bikes.
- Prohibition of carrying passengers unless an E-bike is specifically designed for passengers.
- Lighting requirements for nighttime operation of E-bikes.
- Prohibition of persons under 15 operating a Class 3 E-bike.
- Prohibition of persons under 16 operating an E-bike without a helmet.

The Celina Police Department is recommending that the City of Celina adopt the same Ordinance passed by the Town of Prosper. Adopting the same E-bike provisions will provide a continued focus on community safety and create a seamless set of rules that make it easy to follow for Celina

residents, particularly residents of neighborhoods that share a common border with the Town of Prosper.

Legal Review:
The City Attorney will review the provisions of the recommended Ordinance prior to city council adoption.

Supporting Documents:
1. Staff Presentation
2. Town of Prosper E-Bike Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking City Council feedback regarding the recommended E-bike ordinance.

E-Motorcycle & E-Bicycle (E-Bike) Ordinance

January 13, 2026

BACKGROUND AND CONTENT

Like many municipalities in North Texas, Celina is experiencing increasing safety concerns related to juveniles operating E-motorcycles and E-bikes in unauthorized areas—including public roadways, sidewalks, parking lots, and parks.

SAFETY is the primary concern

- The safety of the juvenile riders, and
- The safety of our motorists and pedestrians who travel our public rights-of-way

Many parents and young operators are unaware of the distinction between:

- E-motorcycles and E-bikes
- Resulting in hazardous conditions and violations of state motor vehicle laws, and use of unauthorized vehicles in public spaces.

The Celina Police Department has launched a coordinated education and enforcement initiative to address the dangerous, destructive, and illegal operations of these devices.

WHAT IS AN ELECTRIC BICYCLE?

Texas Transportation Code defines an E-Bike as:

A bicycle equipped with:

- Fully operable pedals; and
- An electric motor of fewer than 750 watts; and
- With a top assisted speed of 28 miles per hour or less.
- HAS TO HAVE PEDALS - Regardless of Class

TYPES OF CLASSES OF E-BIKES:

Class 1 E-Bike/Electric Bicycle

- Equipped with a motor that assists the rider only when the rider is pedaling; and
- Has a top assisted speed of 20 mph or less

Class 2 E-Bike/Electric Bicycle

- Equipped with a motor that may be used to propel the bicycle without the pedaling of the rider; and
- Has a top assisted speed of 20 mph
- Important note: This is the only class of E-Bike/Electric Bicycle that can be under power while the operator is not pedaling; however, it must have pedals.

Class 3 E-Bike/Electric Bicycle

- Equipped with a motor that assist the rider only when the rider is pedaling; and
- Has a top assisted speed of more than 20 mph but less than 28 mph
- Important note: (Per 551.107) **A person may not operate a Class 3 Electric Bicycle unless the person is at least 15 years of age**

E-BIKE LAWS IN TEXAS

	CLASS 1	CLASS 2	CLASS 3
PEDAL ASSIST	✓	✓	✓
THROTTLE		✓	✓
TOP SPEED (ASSISTED)	20 MPH	20 MPH	28 MPH
MAX POWER	750 WATTS	750 WATTS	750 WATTS
MINIMUM RIDER AGE	NONE	NONE	15
HELMET	REQUIRED UNDER 16YRS	REQUIRED UNDER 16YRS	REQUIRED UNDER 16YRS
LICENSE	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED
PERMIT	REQUIRED FREE-ISSUED BY POLICE DEPT.	REQUIRED FREE-ISSUED BY POLICE DEPT.	REQUIRED FREE-ISSUED BY POLICE DEPT.

Bicycles and E-Bikes in Texas Rights & Rules

- Riders of bicycles and e-bikes have the same rights and duties as motor vehicle drivers.
- Parents/guardians must ensure children follow traffic laws.

Safety Equipment

- Brakes: Must skid on dry, level pavement.
- Night Riding:
  - Front white light (visible up to 500 ft).
  - Rear red reflector or light (visible 50–300 ft).
  - (Texas Transportation Code 551.104)
- **Riders Cannot:**
  - Wear headphones, earbuds, earplugs, or other noise reduction devices.
  - Operate after dusk without the proper lighting (front and rear).
  - Carry passengers unless it is designed for a passenger and/or a properly installed child safety seat.
  - Operate in Town Parks except upon approved, improved surfaces.
  - The Maximum Speed in Parks is 10 MPH.

Traffic Rules

- Stop at stop signs and walk bikes through crosswalks.
- Ride on the right to avoid impeding traffic flow.
- (Texas Transportation Code 551.101 & 551.103)

E-Bike Classes (Texas Transportation Code 664.001)

Class 1 & 2:

- No age restriction, max speed 20 mph.
- Class 1: Pedal assist required.
- Class 2: Hand throttle (optional pedals).

Class 3:

- Minimum age: 15, max speed 28 mph.
- Requires pedal assist and speedometer.

E-Bike Requirements (Texas Transportation Code 551.107 & 664.002)

- Max motor: 750 watts.
- Permanent label must show: E-bike class, top assisted speed and motor wattage.
- Permit from the Police Department is required. Scheduling a bike inspection and registration will be available when the ordinance takes effect in December.

FOR YOUR SAFETY, IT IS RECOMMENDED TO ALWAYS WEAR A HELMET WHEN OPERATING ANY BICYCLE OR ELECTRIC BIKE

Legal Framework: Summary of Applicable State Law

E-Bikes

- Classified into 3 classes depending on assistance level and speed.
  - Class 3 requires rider to be age 15 or older.
  - **No** license, registration, or insurance required.
  - Must comply with bicycle traffic laws.
  - **Subject to local Ordinances**.

Legal Framework: Summary of Applicable State Law Continued

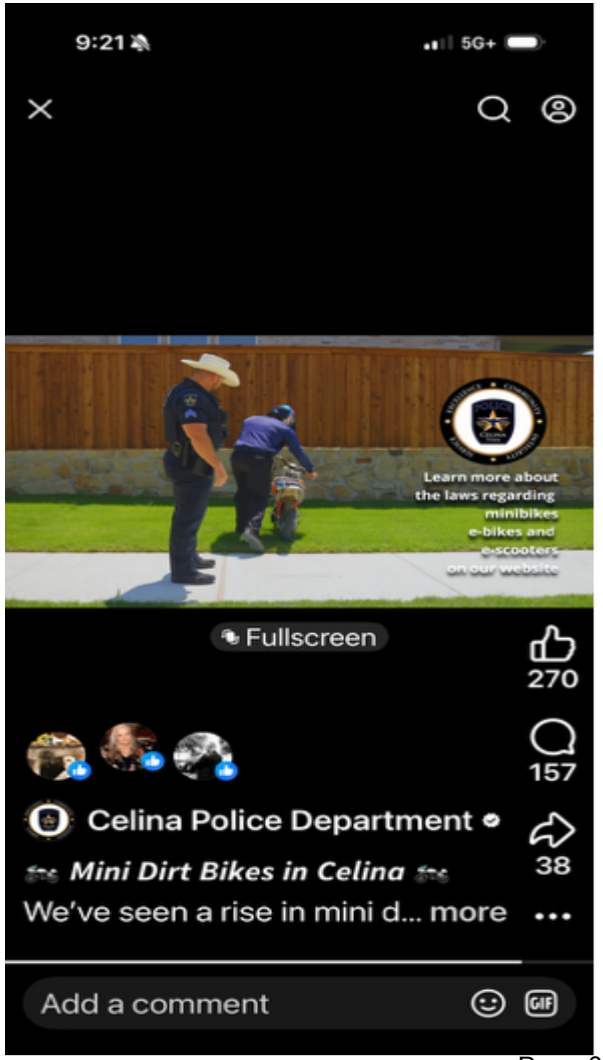
E-Motorcycles

If the device does not have operable pedals or exceeds 750W motor output → it is legally classified as a motor vehicle.

Requires:

- Class M Driver's License - (Minimum 15 years of age),
- Registration - (License plate)
- Insurance - we will TOW uninsured E-Motorcycle
- Helmet required if under 21 years of age

(Parents Liability - allowing an unlicensed driver to operate a motor vehicle – Class C Misdemeanor)



Legal Framework: Summary of Applicable City Ordinances

Sample of North Texas Cities with ordinances addressing e-bike

City of McKinney

Town of Prosper

City of Frisco

City Of Coppell

Town of Highland Park

City of Colleyville

RECOMMENDATION: ADOPT THE SAME ORDINANCE RECENTLY ADOPTED IN THE TOWN OF PROSPER

Continuity

- A continued focus on community safety…our kids matter
- Create a seamless set of rules that make it easy to follow for our residents, particularly the neighborhoods sharing a common border with the Town of Proser along Frontier Parkway.

Provisions

- Permit Requirement
- Safety Provisions
  - No headphones, earbuds, ear plugs, etc.
  - No carrying passengers unless bike is specifically designed for passengers
  - Lighting requirements for nighttime operation
  - No person under 15 allowed to operate a Class 3 electric bicycle
  - No person under 16 allowed to operate an electric bicycle without a helmet

QUESTIONS/FEEDBACK?

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2025-55**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 1.09.008, "BICYCLE AND ELECTRIC BICYCLE RIDING AND SKATING IN PARKS AND ON BIKE TRAILS," OF ARTICLE 1.09, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS," TO PROVIDE FOR A SPEED LIMIT FOR ELECTRIC BICYCLES IN PARKS AND ON BIKE TRAILS; AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES," BY ADDING A NEW ARTICLE 12.10, "REGULATIONS SPECIFIC TO ELECTRIC BICYCLES, POCKET BIKES OR MINI MOTORBIKES"; MAKING FINDINGS; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Town earlier this year has determined that electric bicycles have proliferated in the Town and on numerous occasions electric bicycles have been used in such a manner as to seriously damage parks and/or parkland in the Town; and

WHEREAS, it is the desire of the Town Council to require Town-issued permits for any electric bicycles used or operated in the Town on any public property; and

WHEREAS, the Town Council finds it necessary to provide for additional regulations related to the operation of electric bicycles, all in an effort to further enhance public safety; and

WHEREAS, for the safety of those individuals who ride electric bicycles in the Town, safety requires that such individuals do not traverse the Town with noise-impeding devices, such as earbuds, headphones, ear plugs or similar devices; and

WHEREAS, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to provide for such permits for electric bicycles.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Section 1.09.008, "Bicycle Riding and Skating In Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Town's Code of Ordinances is hereby amended to read as follows:

"**§ 1.09.008. Bicycle and Electric Bicycle Riding and Skating in Parks and on Bike Trails.**

(a) Bicycle and electric bicycle riding and skating shall include peddled and bicycles of one, two or more wheels, whether electric or not, push type or motorized scooters, roller skates, in-line skates, in-shoe skates, skateboards, or any similar vehicle or apparatus. Bicycle and electric bicycle riding and skating shall be governed by safe riding/skating practices and consideration for use of parks by others. Where special parking provisions have been made for bicycles, parking for electric bicycles is permissible, and parking for bicycles and electric bicycles shall be limited to that area. Bicycle and electric bicycle riding and skating shall be prohibited in playgrounds, flowerbeds, pedestrian-only sidewalks, open space areas of parks, tennis courts, athletic courts, athletic fields, picnic pavilions and/or any other areas designated by the town.

(b) The maximum speed of an electric bicycle in any area where the operation of an electric bicycle is permitted in any Town park or bike trail is 10 miles per hour, unless otherwise restricted.

* * *"

SECTION 3

From and after the effective date of this Ordinance, Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances is hereby amended by adding a new Article 12.10, "Regulations Specific to Electric Bicycles," to read as follows:

"**ARTICLE 12.10**
REGULATIONS SPECIFIC TO ELECTRIC BICYCLES, POCKET BIKES OR MINIMOTORBIKES

§ 12.10.001. Electric Bicycle Permit Required.

(a) No person shall operate, or cause to be operated, an electric bicycle on any public street, roadway, parking area or other authorized Town property, including but not limited to a bike trail, unless a valid permit has been issued by the Town.

(b) Application for a permit authorizing the operation of an electric bicycle shall be made in person by the operator of said electric bicycle. The application shall be made in writing to the Town's Police Department on the designated electric bicycle permitting form. An application shall include the following:

(1) The name, address, telephone number, and state driver license number, if any, of the electric bicycle operator;

(2) The street address where the electric bicycle will be kept, including the particular suite or apartment number, if applicable;

(3) The year, make, model, color, and serial number or identification number of the electric bicycle;

(4) The person(s), designated by the chief of police, who inspected the electric bicycle,

including certification on the application by said inspector that the electric bicycle complies with the requirements of this section before the issuance of a permit; and

(5) No fee shall be required for the issuance of a permit, as referenced herein.

(c) Application for a permit and electric bicycle inspection may be completed at the Town's Police Department on any business day from the hours of 9:00 a.m. to 4:00 p.m., by the chief of police, or his designee;

(d) The permit emblem shall be permanently affixed on the left side of the electric bicycle frame, by the inspector, in such a manner that is clearly visible. The permit emblem must not be damaged, altered, obstructed, or otherwise made illegible;

(e) The permit emblem shall only be placed upon the electric bicycle for which it was issued;

(f) A permit issued to an electric bicycle shall become invalid if the electric bicycle is altered in a manner that fails to comply with any requirement of this section;

(g) The permit holder shall notify the chief of police within ten (10) business days should the electric bicycle's operator transfer ownership or the address of the electric bicycle storage location change;

(h) Lost or stolen permit emblems are the responsibility of the operator. A police report must be filed in the event of a lost or stolen permit emblem. If no record of previous application for permit can be found, the Police Department may direct the reporting party to reapply before a replacement permit emblem is issued;

(i) Any person who operates an electric bicycle and fails to comply with this section will be subject to all applicable state laws, in addition to being in violation of this section;

(j) A permit may be revoked at any time by the chief of police, or his designee, if there is any evidence that the permit holder cannot safely operate the electric bicycle in compliance with this section.

§ 12.10.002. Safety Regulations for Electric Bicycles.

(a) No person shall wear any headphones, earbuds, ear plugs or other noise reduction devices while operating an electric bicycle.

(b) No person shall operate an electric bicycle and carry a passenger on such electric bicycle unless the electric bicycle is specifically designed for a passenger with additional seating, or the passenger is a child riding in a properly attached child safety seat.

(c) No person shall operate an electric bicycle after dusk without the electric bicycle being equipped with a front white light visible from 500 feet away, and red rear reflector visible from 300 feet away or a lamp visible from 500 feet away.

(d) No person under the age of fifteen (15) years shall operate a Class 3 electric bicycle.

(e) No person under the age of sixteen (16) shall operate an electric bicycle without wearing a helmet that is properly-fitted; is not structurally damaged; and conforms to current

standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any federal agency having regulatory jurisdiction over bicycle helmets.

§ 12.10.003. Operation of Electric Bicycles in Parks and Other Town Facilities.

The operation of an electric bicycle in a Town park, bike trail or in outdoor areas and facilities shall be subject to the provisions of Article 1.09 of Chapter 1 of this Code of Ordinances.

§ 12.10.004. Preemption by State Law.

In the event that any provision in this Article is preempted by state law, state law shall apply.

§ 12.10.005. Penalties.

(a) Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount of no less than $250.00.

(b) Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction of a second offenses within one (1) year of a first conviction for a violation of this Article, shall be fined in an amount of no less than $500.00.

§ 12.10.005. Pocket Bikes or Mini Motorbikes.

The operation of pocket bikes or Mini Motorbikes is governed by Chapter 551 of the Texas Transportation Code, as amended, and the provisions of this Article shall not apply to pocket bikes or mini motorbikes."

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

This Ordinance shall become effective from and after its adoption and publication as required by law; however, enforcement of any provision of Section 3 of this Ordinance shall not be effective until December 1, 2025.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF OCTOBER, 2025.

David F. Bristol

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

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: January 13, 2026

Agenda Item:
Discussion regarding the 2026 Joint Meeting between the Celina Economic Development Corporation Board and City Council. (Satarino)

Background Information:
Staff will brief City Council on the purpose, format, and desired outcomes for the February 9th Joint Meeting between City Council and the Celina Economic Development Corporation Board. The Joint Meeting is intended to build upon last year's shared priorities and move the conversation from broad alignment to clearer definition, direction, and next steps. The February 9th Joint Meeting will be moderated by Rich Allen, consistent with last year's joint session.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
No financial obligations are being considered at this time.

Staff Recommendation:
N/A

CELINA ECONOMIC DEVELOPMENT

The Texas you were promised.

2026 Joint Meeting

Work Session

January 13, 2026

Meeting Overview

- February 9, 2026 from 4:00 – 6:00 PM
- Located at Celina Police Headquarters Community Room
- Moderated by Rich Allen
- Continuation of the 2025 Joint Meeting
  - Status update of the Strategic Framework
  - Downtown strategy
  - Target business industries
  - Corridor planning

Feedback

- Staff seeks City Council feedback on:
  - Desired outcomes for the February 9th meeting
  - Key questions to address
  - Any additional items that should be included in the Joint Meeting structure

CELINA
ECONOMIC
DEVELOPMENT

Thank you

The Texas you were promised.

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 9, 2025
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:02 PM.

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

Closed to the public as provided in the Texas Government Code.

The City Council convened into Executive Session at 5:04 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding a Development Agreement for Legacy North Rezoning and Infrastructure.
B. Discussion regarding SB 840.
C. Discussion regarding a Development Agreement for LC Services.

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

D. Discussion regarding an amendment to an economic development agreement for a business generally located at 322 W Walnut St.
E. Discussion regarding an amendment to an economic development agreement for a business generally located at 300 N Oklahoma Dr.

F. Discussion regarding Project Kingsmen.
G. Discussion regarding a development generally located at 201 W. Walnut St.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:
H. Discussion regarding 206 S Arkansas.
I. Discussion regarding Project Rooster.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.074 Personnel Matters:
J. Discussion regarding city manager annual evaluation.

The City Council adjourned Executive Session and reconvened into Open Session at 6:26 PM.

Moved to Item V. A

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

A. Recognition of David and Vicki Hogue, TFEA Volunteers of the Year. (Shamsy)
B. Recognition of Awards for Marketing & Communication Department Awards. (Monaco)
C. Presentation of the American Planning Association - Texas Chapter, Planning Implementation Award (Gold) to the City of Celina. (Kleineck)
D. Economic Development Corporation Updates. (Satarino)
E. Discussion regarding the Celina Area Heritage Association Museum. (Satarino)
F. Update from Oncor Electric Delivery Company. (Strickland)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Downtown street reconstruction. (Brawner)

Moved to Item IV.

B. Discussion regarding the City of Celina Proclamations Policy. (Monaco)
C. Discussion regarding Development Appeals Process. (McAfee)
D. Discussion regarding the 2024 ICC and 2023 National Electric Code adoption. (McAfee)

VI. OPEN FORUM:

Mayor Tubbs called on those who signed up to speak:
1) Bart Johnson spoke regarding Christmas on the Square.
2) Valencia Warren spoke regarding Oncor on behalf of Beverly Hays.

VII. CONSENT AGENDA:

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

Upon a motion by Mayor Tubbs, and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve the Consent Agenda, except Item D. The motion carried 7-0.

A. Minutes Approval:
1) City Council- Regular Meeting- November 11, 2025, 5:00 p.m.

B. Consider and act upon purchasing computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) for an amount not to exceed $295,373.45. (Alexander)

C. Review and acceptance of the Quarterly Investment Report for the period ended June 30, 2025. (Bromiley)

D. Consider and act upon a Resolution approving an Investment Policy for the City of Celina for 2025 - 2026. (Bromiley)

Upon a motion by Mayor Tubbs, and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-85R. The motion carried 7-0.

E. Consider and act upon an Ordinance amending Ordinance No. 2025-94 which adopted and approved the Celina Economic Development Corporation 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. 2025-129

F. 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. 2025-130

G. Consider and act to authorize the purchase of Flock Cameras through Flock Group, Inc., for an amount not to exceed $140,000.00, with $112,000.00 to be reimbursed by MVCPA Grant. (Cullison)

H. Consider and act to approve an annual amendment to Contract #06668-09 with Collin County for Animal Shelter Services for an amount not to exceed $171,049.00. (Figueroa)

I. Consider and act to approve a work authorization for design services from Kimley-Horn and Associates Inc., for Annual Drainage Maintenance in an amount not to exceed $150,000.00. (Figueroa)

J. Consider and act to accept the 2025 annual report regarding the City of Celina Annual Stormwater Management Plan actions. (Figueroa)

K. Consider and act upon an Ordinance amending the City's Code of Ordinances Chapter 12: “Traffic and Vehicles,” Article 12.04 “Parking,” Section 12.04.012 “Parking Restrictions on Specific Streets.” (Figueroa)

Ordinance No. 2025-131

L. Consider and act on an amendment to the design services work authorization for Coit Road from Frontier Parkway to one thousand four hundred linear feet (1,400 LF) north of Frontier Parkway to include the design of landscape, irrigation, and streetlights with Cobb Fendley and Associates for an amount not to exceed $66,500.00. (Glasgow)

M. Consider and act upon a Resolution approving certain Tax Increment Reinvestment Zone Number Five project expenditures in the amount of $32,348,969.97; providing a severability clause; and providing an effective date. (Kearney)

Resolution No. 2025-86R

N. Consider and act upon a Resolution of the City of Celina, Texas urging and requesting Oncor Electric Delivery Company, LLC, to improve and upgrade critical electricity delivery infrastructure in and around Downtown Celina to reduce future power outages and requesting assistance from State leaders to support the City's efforts with Oncor. (Kearney)

Resolution No. 2025-87R

O. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately two (2) acres within the Extraterritorial Jurisdiction (ETJ); generally located approximately 940 feet east of CR 97 (future Coit Road) and south of future GA Moore Parkway, within the Extraterritorial Jurisdiction (ETJ), for Rainwater Crossing (Property ID 2921687). (Mohan)

P. Consider and act to approve a Resolution adopting an updated logo and branding guidelines for the City of Celina. (Monaco)

Resolution No. 2025-88R

Q. Consider approval of a 2026 City Council calendar. (Ranc)

R. Consider and act upon a Resolution approving the use of TIRZ No. 11 to purchase real property within the TIRZ No. 11 boundary, known as "Project Rooster", and authorizing the City Manager to execute a real estate purchase contract and all documents necessary to complete the closing and purchase of the property. (Stovall)

Resolution No. 2025-89R

S. Consider and act upon a facility use agreement between the City of Celina and American Red Cross. (White)

T. Consider and act upon a Memorandum of Understanding between the City of Celina and Grace Bridge for disaster services. (White)

U. Consider and act upon a Resolution adopting the 2025 City of Celina Comprehensive Emergency Management Plan. (White)

Resolution No. 2025-90R

V. Consider and act upon an Ordinance approving the Emergency Management Ordinance revision. (White)

Ordinance No. 2025-132

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 54 acres; generally located along CR 132 (future Custer Road) and approximately 760 feet north of future Stallcup Boulevard, within the Extraterritorial Jurisdiction (ETJ), for Serenade East. (McAfee)

Mayor Tubbs opened the Public Hearing at 8:36 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:44 PM.

Upon a motion by Mayor Pro Tem Cawlfield, and a second by Council Member Hopkins, the Council voted six (6) for and one (1) opposed to approve Ordinance No. 2025-133. The motion carried 6-1. Council Member Ferguson opposed.

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 54 acres to a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R) zoning, and modified development standards; generally located along CR 132 (future Custer Road) and approximately 760 feet north of future Stallcup Boulevard, for Serenade East. (McAfee)

Mayor Tubbs opened the Public Hearing at 8:45 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:45 PM.

Upon a motion by Council Member Hopkins, and a second by Mayor Pro Tem Cawlfield, the Council voted six (6) for and one (1) opposed to approve Ordinance No. 2025-134. The motion carried 6-1. Council Member Ferguson opposed.

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City limits, for City Limits Honda. (McAfee)

The applicant requested that this item be tabled.
Upon a motion by Mayor Tubbs, and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to table Public Hearing Item C to the January 13, 2026, City Council meeting. The motion carried 7-0.

D. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately two (2) acres to Commercial, Office, & Retail District (C) zoning; generally located along Oklahoma Drive and approximately 1,000 feet south of Ash Street, within City limits, for 710 S Oklahoma Drive. (Mohan)

Mayor Tubbs opened the Public Hearing at 8:49 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:49 PM.

Upon a motion by Mayor Tubbs, and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-135. The motion carried 7-0.

E. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately two (2) acres; generally located approximately 940 feet east of CR 97 (future Coit Road) and south of future GA Moore Parkway, within the Extraterritorial Jurisdiction (ETJ), for Rainwater Crossing (Property ID 2921687). (Mohan)

Mayor Tubbs opened the Public Hearing at 8:50 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:50 PM.

Upon a motion by Council Member Wigginton, and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-136. The motion carried 7-0.

F. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of an approximately six (6) acre tract of land legally described as PRESTON 450 ADDITION (GCN), LOT 43, Collin, County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1498150, within the Extraterritorial Jurisdiction (ETJ). (Mohan)

Mayor Tubbs opened the Public Hearing at 8:52 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:52 PM.

Upon a motion by Council Member Hopkins, and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-137. The motion carried 7-0.

G. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning an approximately six (6) acre tract of land legally described as PRESTON 450 ADDITION (GCN), LOT 43, Collin, County, Texas, as further identified in the Collin Central Appraisal District as Property ID #1498150 to Agricultural District (AG). (Mohan)

Mayor Tubbs opened the Public Hearing at 8:53 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:53 PM.

Upon a motion by Council Member Wigginton, and a second by Council Member Koehne, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-138. The motion carried 7-0.

IX. ACTION ITEM:

A. Consider and act to authorize the Mayor to notify Upper Trinity Regional Water District (UTRWD) that Celina approves the guaranteed maximum price for UTRWD's Construction Manager at Risk contract for the expansion of the Doe Branch Water Reclamation Facility (DBWRF), which approval results in Celina's share of the cost being $12,000,000 more than originally estimated in the Third Amendment to Participating Member Contract between Celina and UTRWD, effective April 9, 2024, being an agreement for the expansion of the DBWRF and construction of the wastewater pipeline extension from DBWRF to Fishtrap Road. (Brawner)

Upon a motion by Council Member Hopkins, and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve the agenda item. The motion carried 7-0.

B. Consider and act to award Bid 2026-004 for the reconstruction of Celina Parkway (CR 52) from Glendenning Parkway (FM 428) to the Outer Loop, to Grod Construction, LLC, in the amount of $1,725,906.10 plus a ten percent (10%) contingency in the amount of $172,590.61 for a total amount not to exceed $1,898,496.71. (Glasgow)

Upon a motion by Mayor Tubbs, and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve the agenda item. The motion carried 7-0.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 9:07 PM.

Approved on the 13th day of January 2026.

_____
Ryan Tubbs, Mayor

_____
Ashley Owens, City Secretary

Life Connected.

IT
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Amy Alexander, Director of Information Technology
CC: Karla Stovall, Assistant City Manager
Date: January 13, 2026

Agenda Item:
Consider and act to approve a work authorization for design and construction management services for the Phase 5 Dark Fiber extension with Capco Communications, for an amount not to exceed $160,749.01. (Alexander)

Background Information:
The City is currently in the process of building a fiber optic network that will interconnect all City facilities and critical infrastructure. This is the fifth phase of a multiyear plan.

Since May 2022, Council has approved four (4) design contracts encompassing multiple phases of construction with Capco. A work authorization is being requested to include the design of a path between Downtown and Frontier Parkway. When constructed, it will connect multiple locations, including Parkside Lift Station, Old Celina Park Lift Station, Celina Road Pump Station, and Fire Station 2. Connecting these facilities is important to protect the City's critical infrastructure and provide secure communications for public works. In addition, this phase will connect public safety facilities to support operations. Phase 5 is in partnership with Celina ISD (CISD), and will connect multiple schools along the route. The CISD Board approved the design contract on December 15, 2025.

The City maintains an executed Master Agreement for Professional Services with Capco. Council authorized the agreement in 2022, after an extensive selection process that identified Capco as the most qualified contractor. Council approved a Master Agreement for a period of five (5) years.

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

Supporting Documents:
1. Staff Presentation

2. Proposal
3. Work Authorization

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

Staff Recommendation:
Staff recommends approval.

FIBER PHASE 5 (DESIGN)

Amy Alexander
Director of Information Technology
January 13, 2026

FIBER PHASE 5

A work authorization is being requested to begin the design for the phase 5 of the multi-year fiber master plan.

Not to exceed $160,749.01

Facilities to be Connected in Phase 5 :

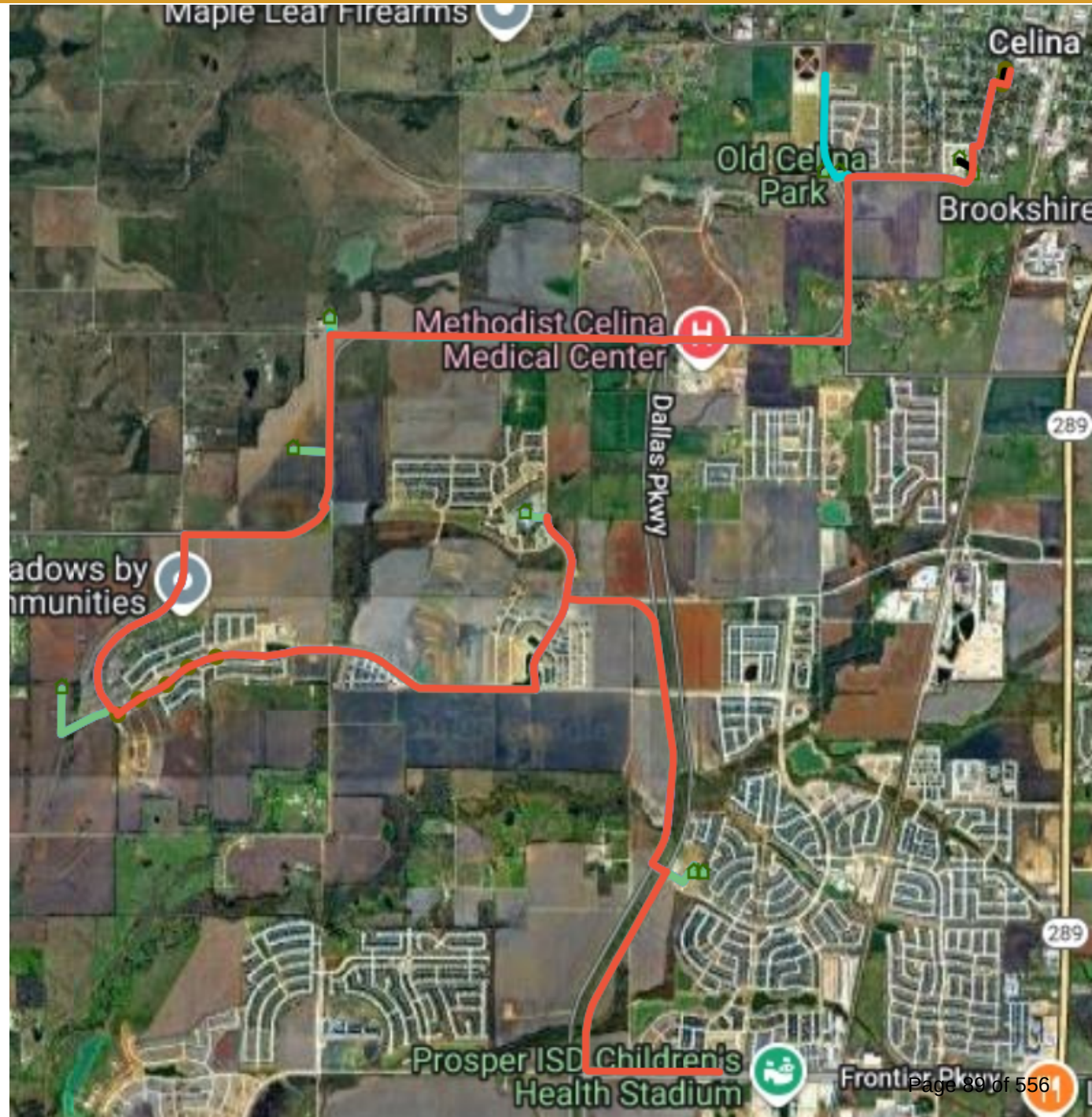
Parkside Lift Station

Old Celina Park Lift Station

Celina Road Pump Station

Fire Station 2

FIBER PHASE 5



QUESTIONS?

Capco

City of Celina

Proposal for

Phase 5 OSP Fiber Project

December 2, 2025

This proposal includes the following Engineering and Professional Services for the Phase 5 OSP Fiber Project.

Design and Project Management scope of services as follows:

1. Preconstruction Services
    a. Develop Route Background Plans
        i. Collect GIS files
        ii. Overlay Aerial Satellite images
        iii. Collect any required Record drawings
            1. City files
            2. TxDOT files
        iv. Perform a limited nondestructive S.U.E. as required
            1. Incorporate records above
            2. Request and document locate information
    b. Permitting
        i. Aerial
            1. Collect pole information required by Utility Companies
            2. Prepare applications and exhibits required for permitting
        ii. TxDOT
            1. Prepare required exhibits and application information for submission by City Staff.
        iii. City
            1. Coordinate with City R.O.W. Permitting and CIP Engineering Departments.
                a. Provide typical Temporary Traffic Control Plans
    c. Develop Construction Documents
        i. Engineered Plans
        ii. Project Manual
            1. Conditions of Contract
            2. Technical Specifications
            3. Bid Form (Contractor Proposal)
        iii. Project Preliminary Schedule

iv. Submittals Due At 30%, 60%, 90%, and 100% Stages

d. Bid Solicitation and Recommendations
    i. Recommended List of Contractors
    ii. Assist City in Posting Bid
    iii. Review and respond to RFI's
    iv. Review Proposals and make award recommendations.

2. Construction Phase Services.
    a. Preconstruction Conference
        i. Establish Communication Protocols and responsibility
        ii. Project Schedule
    b. NTP
    c. Project Documentation
        i. Daily / Weekly Reports
        ii. Collect Photographic documentation
        iii. Schedule
            1. Coordinate with Contractor
                a. Document workdays
        iv. Communications
            1. Coordination with City Departments as required
            2. Meetings with Owner
            3. Meetings with Contractor
            4. Other Meetings
    d. Monitoring Work (Construction Management)
        i. Routine Observation
        ii. Aerial
            1. Visual
                a. Verify Utility Company standard installation is followed
                b. Verify compliance with project specifications
        iii. Underground
            1. Locate underground paths for alignment and depth
                a. Verify using field locating equipment for proper alignment and depth
                b. Require contractor to pothole if variance
    e. Contractor Pay Requests
        i. Review Contractor supplied work reports
        ii. Review monthly applications for payment
            1. Certify requests
    f. Requests for Interpretation
        i. Review RFI's from Contractor
            1. Respond
    g. Process Change Requests / Change Orders
    h. Project Close Out
        i. Collect Final Payment Information and Process
            1. Affidavits

ii. Warranties
iii. Record Drawings

Phase 5-A:

Design, Engineering and Contract Administration..... $71,007.16
- Celina ISD Shared Cost..... - $30,866.97
- Cost to City of Celina.....$40,140.19

Construction Management..... $47,338.11
- Celina ISD Shared Cost..... - $20,577.98
- Cost to City of Celina.....$26,760.13

Total Cost to City of Celina.....$66,900.32

Estimated Construction Cost.....$661,146.77
(Includes $171,408.42 For Contingency)
- Celina ISD Shared Cost..... - $287,401.96
- Cost to City of Celina.....$373,744.80

Phase 5-B:

Design, Engineering and Contract Administration..... $13,719.20
- Celina ISD Shared Cost..... - $13,719.20
- Cost to City of Celina.....$0

Construction Management..... $9,146.14
- Celina ISD Shared Cost..... - $9,146.14
- Cost to City of Celina.....$0

Total Cost to City of Celina.....$0

Estimated Construction Cost.....$127,739.32
(Includes $33,117.60 For Contingency)
- Celina ISD Shared Cost..... - $127,739.32
- Cost to City of Celina.....$0

Phase 5-C:

Design, Engineering and Contract Administration..... $60,674.95
- Celina ISD Shared Cost..... - $30,337.47
- Cost to City of Celina.....$30,337.46

Construction Management..... $40,449.96
- Celina ISD Shared Cost..... - $20,224.98
- Cost to City of Celina.....$20,224.98

Total Cost to City of Celina.....$50,562.44

Estimated Construction Cost.....$564,943.63
(Includes $146,466.87 For Contingency)

- Celina ISD Shared Cost..... - $282,471.81
- Cost to City of Celina.....$282,471.82

Phase 5-D:

Design, Engineering and Contract Administration..... $11,858.59

- Celina ISD Shared Cost..... - $11,858.59
- Cost to City of Celina.....$0

Construction Management..... $11,123.06

- Celina ISD Shared Cost..... - $11,123.06
- Cost to City of Celina.....$0

Total Cost to City of Celina.....$0

Estimated Construction Cost.....$128,389.12
(Includes $62,694.75 For Contingency)

- Celina ISD Shared Cost..... - $128,389.12
- Cost to City of Celina.....$0

Phase 5-E:

Design, Engineering and Contract Administration..... $26,643.12

- Celina ISD Shared Cost..... - $0.00
- Cost to City of Celina.....$26,643.12

Construction Management..... $16,643.12

- Celina ISD Shared Cost..... - $0.00
- Cost to City of Celina.....$16,643.12

Total Cost to City of Celina.....$43,286.25

Estimated Construction Cost.....$241,822.61
(Includes $62,694.75 For Contingency)

- Celina ISD Shared Cost..... - $0.00
- Cost to City of Celina.....$241,822.61

Total* Engineering and Professional Services *Cost to City of Celina*.....*$160,749.01

Total Engineering and Professional Services Cost to Celina ISD.....$147,854.39

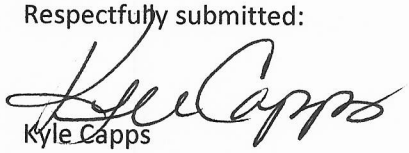
Total Estimated Construction Cost to City of Celina.....$898,039.23

Total Estimated Construction Cost to Celina ISD.....$826,002.21

Please note the following:

- **Engineering and Professional services total only include what is stated in this proposal.**
- **Estimated Construction Cost is based on historical data.**

Respectfully submitted:



Kyle Capps
Capco Telecom LLC

EXHIBIT B - WORK AUTHORIZATION

MAPS # _____ **MAPS Date:** _____ **Task Order:** 05

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner') and **Engineer;** 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.

Task Order Effective Date:	01/13/2025		
Engineer:	Capco Communications		
Engineer Project #:	IT11		
Engineer Representative:	Kyle Capps		
Owner Representative:	Alden Gleason		
Project Name:	Phase 5 Dark Fiber		
Purchase Order#:		**Task Order #:**	5
Project Number(s):			

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Invoice Submittal Date:	Submit invoice by the 10th of each month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **agleason@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:** **Insert HERE or attach as Exhibit A**
2. **Compensation:** **Insert HERE or attach as Exhibit A**
3. **Timeline / Schedule:** **Insert HERE or attach as Exhibit C**
4. **Deliverables:** **Insert HERE or attach as Exhibit A**

***Exhibit A – Required information was submitted in a single document.**

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**
	Kyle Capps
	Signature
	Kyle Capps, President
Printed Name & Title	Printed Name & Title
	12/17/2025
Date	Date

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: January 13, 2026

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 January.

- $444,184 in the General Fund to roll FY 2025 street maintenance purchase orders to FY 2026.
- $22,645 in the General Fund for repairs to parks from storm damage funded by insurance proceeds.
- $2,000,000 in Fund 311 for a property purchase.
- $21,780 in the PEG Fund for ADA captioning.
- $6,011 in the Water/Wastewater Fund for vehicle repairs funded by insurance proceeds.
- $15,000 in the Seizures and Forfeitures Fund for Police Department programs and equipment.

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
January 13, 2026

DETAILS

- Roll street maintenance POs from FY 2025 to FY 2026 in General Fund.
- Storm damage repairs in Parks funded from insurance proceeds in General Fund.
- Property purchase from Fund 311.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	Fund Balance Offset	(444,184)
General Fund	Annual Street Maintenance	Roll Street Maintenance PO from FY 2025 to FY 2026	444,184
General Fund	Insurance Proceeds	Insurance Proceeds	(22,645)
General Fund	Parks Maintenance	Storm Damage Repairs in the Parks Department	22,645
Fund 311	Fund Balance	Fund Balance Offset	(2,000,000)
Fund 311	Land Acquisition	Property Purchase from Fund 311	2,000,000

DETAILS

- ADA Captioning for meetings funded out of the PEG Fund.
- Vehicle repair funding for the Water/Wastewater Fund from insurance proceeds.
- Police Department seizure and forfeiture funding for programs and equipment.

Fund	Type	Description	Adjustment
PEG Fund	Fund Balance	Fund Balance Offset	(21,780)
PEG Fund	Capital Miscellaneous	ADA Captioning from the PEG Fund	21,780
Water/Wastewater Fund	Insurance Proceeds	Insurance Proceeds	(6,011)
Water/Wastewater Fund	Vehicle Repairs	Vehicle Repairs in the Water/Wastewater Fund	1,844
Water/Wastewater Fund	Vehicle Repairs	Vehicle Repairs in the Water/Wastewater Fund	4,167
Seizures and Forfeitures Fund	Fund Balance	Fund Balance Offset	(15,000)
Seizures and Forfeitures Fund	Crime Prevention	Seizures and forfeitures purchases	15,000

QUESTIONS?

ORDINANCE NO. 2026-____

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.

DULY PASSED and APPROVED by the City Council of the City of Celina, Texas, on this 13th day of January 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: January 13, 2026

Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Fund Balance Offset	(444,184)
102-111-000-6401	Annual Street Maintenance	Roll Street Maintenance PO from FY 2025 to FY 2026	444,184
102-400-000-4707	Insurance Proceeds	Insurance Proceeds	(22,645)
102-113-000-6410	Parks Maintenance	Storm Damage Repairs in the Parks Department	22,645
311-31-3050	Fund Balance	Fund Balance Offset	(2,000,000)
311-123-000-8600	Land Acquisition	Property Purchase from Fund 311	2,000,000
114-31-3050	Fund Balance	Fund Balance Offset	(21,780)
114-123-000-6880	Capital Miscellaneous	ADA Captioning from the PEG Fund	21,780
202-400-000-4707	Insurance Proceeds	Insurance Proceeds	(6,011)
202-119-000-6432	Vehicle Repairs	Vehicle Repairs in the Water/Wastewater Fund	1,844
202-126-000-6432	Vehicle Repairs	Vehicle Repairs in the Water/Wastewater Fund	4,167
116-31-3050	Fund Balance	Fund Balance Offset	(15,000)
116-112-000-6611	Crime Prevention	Seizures and forfeitures purchases	15,000

Life Connected.

Police
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Brent Brown, Assistant Police Chief
Date: January 13, 2026

Agenda Item:
Consider and act to purchase a fully outfitted commercial vehicle enforcement truck for the Police Department from multiple vendors (Caldwell Country Ford, GTS Solutions, MCA, Motorola, Cap Fleet, AXON) through several cooperative contracts (Buyboard 724-23, DIR-CPO-5225, DIR-CPO-5433, DIR-CPO-5434, Buyboard 743-24) for an amount not to exceed $161,179.00. (Cullison)

Background Information:
A vehicle specifically dedicated to the commercial vehicle enforcement unit is essential for the Police Department to maintain the ability to effectively enforce federal commercial vehicle regulations. Due to the extremely unique environment of commercial vehicle enforcement, a purpose-built vehicle is required to support specialized equipment, ensure officer safety, and meet the goals associated with commercial vehicle roadside enforcement and roadway safety initiatives.

A standard patrol vehicle does not provide the operational capabilities required for enforcement. A CVE-specific vehicle must accommodate for increased storage capacity for tools to include large portable weight scales, mechanic's creepers, wheel chocks, height sticks, measuring devices, air brake testing tools and numerous other tools necessary for enforcement. A dedicated CVE vehicle will greatly reduce setup time and increase the efficiency of roadside inspections.

A CVE-specific vehicle directly supports the Agency's mission to reduce commercial motor vehicle crashes, protect the City's infrastructure and ensure the safe operation of these vehicles. With Celina's explosive population growth, a CVE-specific vehicle will provide enforcement officers with the necessary equipment to address these issues.

Description	Vendor	Cost	Cooperative Contract
Dashcam	Axon	$6,456.25	Buyboard 743-24

Laptop, dock, cradlepoint	GTS Technology Solutions	$9,330.21	DIR-CPO-5225
Antenna	Mobile Communications America (MCA)	$846.65	DIR-CPO-5434
Radio	Motorola	$9,189.39	DIR-CPO-5433
Scales	LoadOMeter	$26,380.00	Sole Source
Printer	Amazon	$441.99	Choice Partners 22/045KN-01
Vehicle and Upfit	Rockdale Country Ford	$106,038.00	Buyboard 724-23

The purchase of this vehicle is a necessary investment that will strengthen the CVE unit's operational capabilities and our overall ability to enforce CVE laws effectively. The unique demands of CVE operations and enforcement require a specialized platform to accommodate these needs. For these reasons, the procurement of a CVE vehicle is justified and essential to fulfilling the Police Department's public safety mission.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Axon Dashcam
3. Laptop, Dock, Cradle Point Quote
4. MCA Antenna Quote
5. Motorola Car Radio Quote
6. Scales Quote
7. Printer Quote
8. Vehicle and Upfit 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 the purchase as presented.

FY26 Police Department Capital Vehicle Purchase

- Commercial Motor Vehicle Enforcement Truck
- Portable Weight Enforcement Scales

Chief John Cullison
January 2026

AGENDA OVERVIEW

- The Commercial Motor Vehicle (CMV) enforcement truck was approved in the FY2026 budget.
    - $128,179 was allocated for the vehicle
    - $33,000 was allocated for portable weight scales
- Total allocated for the CMV vehicle: **$161,179**

BACKGROUND INFORMATION

FORD F-350 DIESEL

- CMV enforcement truck specs:
  - 2026 Ford F-350 Diesel
    - **Interior outfitting:** with patrol vehicle features (police radio, dashcam, cradle point, laptop)
    - **Additional outfitting**: bed box for scales, CVE-specific truck bed cover, portable weight scales, CMV equipment storage, Printer, height pole, wheel chocks, mechanics creeper, air brake testing tools
    - **Exterior outfitting:** Marked Patrol vehicle in style of the traffic unit (Matching on-order Durango). Will have ghost graphics, full light package similar to a patrol vehicle & front bumper brush guard

DESIGNED FOR:

CAP FLEET

Colors Used: CHARCOAL GRAY **COLOR MATCH TBD** 55% BLACK 45% BLACK

Materials Description: Digitally Printed on 3M IJ280 Non-Reflective Material with 8428 Laminate with Registered 3M MCS Warranty.

Vehicle Description: 2025 Ford F350 Crew Cab, 6.75' Bed - Gray

Qty: 1

COLOR MATCH IS TBD

OnSiteDecals
To Reflect and Serve

Client: Celina Police Department
Project Name: 2025 F350
Estimate No.: e18489
Design By: DN

Date: 11-14-25
Concept No.: e18489 - 3
Revision By: DN

Approved By: _____ Date: _____

2026 FORD F-350 DIESEL

OVERVIEW

- The Traffic Division does not currently have a commercial vehicle enforcement (CVE) specific vehicle or portable weight scales for roadside inspections. Due to the unique operational environment of CVE enforcement, the Traffic Division requires a specialized platform to effectively conduct these inspections.

- Officers currently perform CMV inspections utilizing patrol vehicles that do not have adequate storage or the necessary equipment. These vehicles were originally built for patrol-specific tasks and lack the required storage and layouts needed for CMV enforcement.
    - Current patrol vehicles are upfitted with full rear cages, improper trunk boxes for CMV equipment and they rarely have the ability to simply plug in a printer needed for inspections. A CVE truck would alleviate these issues (no rear seat cage, built-in center console printer, trunk box designed for weight scales & added trunk bed storage to contain all needed inspection tools).

- A purpose-built vehicle will allow any trained officer to complete inspections to simply get in that vehicle and perform their job without having to move the equipment from car to car. Also the vehicle computer will have the necessary programs for inspections installed. Current patrol vehicles do not have the software installed on it. This limits the amount of inspectors out on the road and car availability.

BACKGROUND INFORMATION

HAENNI WL 101 PORTABLE WEIGHT SCALES (4)

- CMV Haenni weight scales specs:
  - Haenni WL 101 Portable Weight scales (Set of 4)
    - Provides accurate and repeatable wheel-load measurements for CMV enforcement
    - Little to no maintenance required & incredibly long-lasting (industry standard)

Wheel Load Scale WL 101

HAENNI
A Baumer Company

The traditional one: worldwide unique in its kind.

Every single scale is a handmade masterpiece. More than 25'000 times proven worldwide. Maintenance free, mechanical scale for an unbeatable mobility. Certified to OIML R76 class 4 and NIST H44.
Easy to carry due to their light weight and without the need of ramps and connectors. Ready for use at any time.

HAENNI WL 101

OVERVIEW

- The selection of the Haenni Wheel load scale is based off the surrounding agencies utilizing this scale system as well as the proprietary features of these scales.
- They are widely accepted as the “industry standard” for roadside weight enforcement (been produced since 1986).
- Currently in use by countless surrounding agencies to include Frisco PD & Prosper PD.
- These are the only scales with an analog/hydraulic display which provides ease of use and no maintenance required
    - Other competitors’ features are digital which can cause failures & require more maintenance

Item	Vendor		Cost
Upfit & Vehicle	Cap Fleet		$106,038.00
Radio	Motorola		$9,189.39
Dashcam	Axon		$6,456.25
Laptop/Dock/Cradle Point	GTS		$9,330.21
Antenna	MCA		$846.65
Scales	Loadmeter Corp		$26,380.00
Printer	Amazon		$450.00
Misc CVE supplies	Amazon		$700.00
		Total	$159,390.50
		Budgeted	$161,179.00
		Remaining	$1,788.50

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-778612-45999RS

Issued: 12/08/2025

Quote Expiration: 12/19/2025

Estimated Contract Start Date: 02/15/2026

Account Number: 327532

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
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:	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	19 Months
TOTAL COST	$6,456.25
ESTIMATED TOTAL W/ TAX	$6,456.25

Discount Summary

Average Savings Per Year	$2,592.16
TOTAL SAVINGS	$4,104.25

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$6,456.25	$0.00	$6,456.25
Total	**$6,456.25**	**$0.00**	**$6,456.25**

Quote Unbundled Price:	**$10,560.06**
Quote List Price:	**$7,706.26**
Quote Subtotal:	**$6,456.25**

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									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	41	1		$78.00	$78.00	$3,198.00	$0.00	$3,198.00
Fleet3B	Fleet 3 Basic	1	19	$307.28	$157.08	$91.29	$1,734.51	$0.00	$1,734.51
A la Carte Hardware									
100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1			$90.00	$90.00	$90.00	$0.00	$90.00
A la Carte Software									
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	19		$15.78	$15.78	$299.82	$0.00	$299.82
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	19		$59.68	$59.68	$1,133.92	$0.00	$1,133.92
Total							**$6,456.25**	**$0.00**	**$6,456.25**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	1	1	01/15/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	01/15/2026
A la Carte	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1	1	01/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	02/15/2026	09/14/2027
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	02/15/2026	09/14/2027
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	02/15/2026	09/14/2027
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	02/15/2026	09/14/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	01/15/2027	09/14/2027
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	01/15/2027	09/14/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3025 S. Coit Rd	Celina	TX	75009	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1	$90.00	$0.00	$90.00
Upfront Payment	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	$1,133.92	$0.00	$1,133.92
Upfront Payment	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	$299.82	$0.00	$299.82
Upfront Payment	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	41	$3,198.00	$0.00	$3,198.00
Upfront Payment	Fleet3B	Fleet 3 Basic	1	$1,734.51	$0.00	$1,734.51
Total				**$6,456.25**	**$0.00**	**$6,456.25**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

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

12/8/2025

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number:	**Q-21426**
Quoted Date:	12/05/2025
Expiration Date:	01/05/2026
Account Exec:	Kelli Petty
Inside Sales Rep:	Jacob Jiongo
	jacob.jiongo@gts-ts.com
	(512) 681-6281
Terms:	NET 30

QUOTE FOR:

City of Celina

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	CF-33YA-04BM	Panasonic BSKU Toughbook 33, Win11 Pro, Intel Core i5-1345U vPro QHD Multi Touch+Digitizer 16GB Intel Iris Xe 512GB OPAL SSD Intel Wi-Fi 6E Bluetooth	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Contactless SmartCard, Barcode, Standard Batteries (2), TPM 2.0, Flat, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support	DIR-CPO-5225	1	$ 4,632.15	$ 4,632.15

2	CF-SVCPSY5	Panasonic 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includ	DIR-CPO-5225	1	$ 598.88	$ 598.88
3	CF-SVCBATX2SW5Y	Panasonic 5 Year Dual Smart Battery Warranty With Smart Battery Monitoring Software For Panasonic Toughbook Cf-20,Cf-33,And Fz-55 Dual Battery Configurations. (Years 1,2,3,4,And 5). Requires Installation Of Smart Battery Monitoring Software,And Covers Bo	DIR-CPO-5225	1	$ 354.92	$ 354.92
4	CF-VEK335LMP	Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand.	DIR-CPO-5225	1	$ 575.09	$ 575.09
5	DS-PAN-1212N-2	Docking Station for Panasonic TOUGHBOOK 33 & TOUGHBOOK 33 with 5G with Standard Port Replication & Dual Pass-Thru Antenna Connections & Havis Power Supply	DIR-CPO-4751	1	$ 880.80	$ 880.80
6	MB05-19005GB-GA	Cradlepoint 5-Yr Netcloud Mobile Performance Essentials Plan And R1900 Router With Wifi (5G Modem), No Ac Power	DIR-CPO-4751	1	$ 2,288.37	$ 2,288.37

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-21426**

Supply Or Antennas, Global

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly. ***This quote does not include the applicable sales tax for our commercial customers***	**Sales Total:** **$ 9,330.21** **Freight & Misc:** **$ 0.00** **Tax Total:** **$ 0.00** **Total (USD):** **$ 9,330.21**

Mobile Communications America
501 Duncan Perry Rd
Arlington, TX 76011
Phone: 844-276-7770
Fax:

QUOTATION

1027000106

Bill To:
Celina TX City of
142 N Ohio Street
Celina, TX 75009

Ship To:
Celina TX City of
142 N Ohio Street
Celina, TX 75009

Contact:
Contact #:

Contact:
Contact #:

Date: 11/20/2025	Customer #: 121368	Terms: NET 30 DAYS

Qty	Item	Description	U/M	Unit Price	Extended
1	GP-IN2679	Dual Sharkee 8in1	EA	636.95	636.95
1	SHIPPING	SHIPPING	EA	25.00	25.00
1	ASFC-155-U2-821	SHARKEE TRIBAND WHIP	EA	116.25	116.25
1	C29F-5QMAP	5m/16 inches Whip/Radio CABLE FME(f)-QMA(m)	EA	68.45	68.45
1	NOTE	DIR-CPO-5434	EA	0.00	0.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Kirstin Hallbauer
Phone #:
Email: kirstinhallbauer@callmc.com

Subtotal :	$846.65
Tax :	$0.00
Total Quote :	$846.65

Quote Valid for 30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to the MCA Terms and Conditions attached hereto and incorporated by reference.
Order are also subject to partial shipment and partial invoice.
Tax calculations provided are estimates and are subject to change.

MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. INDEPENDENT CONTRACTORS. Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. SHORTAGES AND DEFECTS OF GOODS: Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. PRICING AND PAYMENT: Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances, tariffs or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. STANDARD TERMS WITH CREDIT:
   a. Up to $50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
   b. Over $50,000.00 may require the below milestone payments:
      - 40% down once a Quote is accepted by MCA
      - 50% once materials shipped for Buyer's use
      - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. NON-STANDARD CREDIT TERMS: Negotiable prior to Quote acceptance.

7. NON-STANDARD PAYMENT TERMS: Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. LATE FEES: MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. TAXES: The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. SECURITY INTEREST. Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. DELIVERY: Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. in either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. CANCELLATION. In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
    a. Goods: Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
    b. Goods on Order and Non-Cancelable: Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
    c. Services Provided: Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
    d. Returnable or Cancelable Goods: May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. WARRANTY:
    a. MANUFACTURER'S WARRANTIES. Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
    b. LIMITED SERVICES WARRANTY. MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
    c. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

d. WARRANTY CONDITIONS. MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (I) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.

e. EXCLUSIVE REMEDIES. Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.

15. AFFILIATES. MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
19. NON-SOLICITATION. MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently $200/hour.
20. PATENT, COPYRIGHT AND TRADEMARKS:
    a. COPYRIGHT AND MASK WORKS: Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
    b. REVERSE ENGINEERING: Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
    c. LOGOS AND TRADEMARKS: Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
21. MUTUAL WAIVER OF SUBROGATION. Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. LIMITATIONS:
    a. LIMITATIONS OF MCA LIABILITY. IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE GROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
    b. MAXIMUM LIABILITY. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

c. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.

d. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.

e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.

23. INDEMNITY. MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. DISPUTES AND ATTORNEYS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
27. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
29. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
30. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.

Billing Address:
CELINA, CITY OF
142 N OHIO
CELINA, TX 75009
US

Shipping Address:
CELINA POLICE DEPARTMENT
3025 S COIT RD
CELINA, TX 75009
US

Quote Date:11/20/2025
Expiration Date:01/19/2026
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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	1	$12,331.00	$9,079.39	$9,079.39
1a	GA09008AA	ADD: GROUP SERVICES	1			
1b	G831AD	ADD: SPKR 15W WATER RESISTANT	1			
1c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1			
1d	G67DD	ADD: REMOTE MOUNT 02 MP	1			
1e	GA00580AA	ADD: TDMA OPERATION	1			
1f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1			
1g	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1			
1h	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1			
1i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1			
1j	G843AH	ADD: AES ENCRYPTION AND ADP	1			
1k	GA00804AA	ADD: APX O2 CH (GREY)	1			
1l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1			
1m	QA03399AA	ADD: ENHANCED DATA APX	1			

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
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1			
1o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1			
1p	W22BA	ADD: STD PALM MICROPHONE APX	1			
1q	QA09113AB	ADD: BASELINE RELEASE SW	1			
1r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1			
	Product Services					
2	LSV00Q00202A	DEVICE PROGRAMMING Program APX8500	1	$110.00	$110.00	$110.00

Grand Total $9,189.39(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**

TELEPHONE: 410-420-7535
TOLL FREE: 800-753-6696
TELEFAX: 410-420-7537

E-MAIL: JBARNES@LOADOMETER.COM
HTTPS://WWW.LOADOMETER.COM

LOADOMETER

CORPORATION
PORTABLE WEIGHING DEVICES
9540 DEERECO ROAD
TIMONIUM, MD 21093

December 9, 2025

Officer John Perron
Celina Police Department
3025 S. Coit Road
Celina, TX 75009

Dear Officer Perron,

Loadometer Corporation herein affirms that it is now and has been Haenni & Cie.AG's sole source in the United States since 1979 for the sale, parts and service of their Wheel Load Weighing devices. It is expected that this relationship will continue for an indefinite time period. If this relationship should dissolve or change, you will be notified in writing immediately.

We also herein affirm the Haenni WL101 wheel load weigher is the only hydraulic/analog low profile wheel load weigher in production in the world. It is protected under United States Patent #4,673,049.

Loadometer Corporation herein quotes a firm price of $6,595.00 each for the Haenni WL101 Wheel Load Weigher in quantities of 01-19 units. There is no charge for delivery and the scales are offered with the standard 3-year warranty. Delivery is typically from stock to 30 days ARO. Our terms are Net 30 Days. This price does not include any local sales/use taxes if applicable. Due to current possible pending tariff's, this quote is valid on current in stock inventory only. The total for 4 scales would be $26,380.00.

If I may be of more service or provide additional information, please do not hesitate to contact me at 1-800-753-6696.

Sincerely,

TELEPHONE: 410-420-7535
TOLL FREE: 800-753-6696
TELEFAX: 410-420-7537

E-MAIL: JBARNES@LOADOMETER.COM
HTTPS://WWW.LOADOMETER.COM

LOADOMETER

CORPORATION
PORTABLE WEIGHING DEVICES
9540 DEERECO ROAD
TIMONIUM, MD 21093

Jeff Barnes
Vice President

"WEIGH THE LOADS AND SAVE THE ROADS"

$59.99
prime

Office Products › Office Electronics › Point-of-Sale (POS) Equipment › Receipt Printers

Organization restricted

Admin note: *"This product doesn't include Prime benefits like fast, free shipping. Please select an item that is included in our Prime benefits."*

Click to see full view

Brother POCKETJET 8 Vehicle KIT Includes: PJ822 Printer, 14 DC Vehicle Adapter

Visit the Brother Store

Search this page

Typical price: ~~$451.99~~ Details

Business Price $441.99

You Save: $10.00 (2%)

Prefer to be invoiced for your order? Choose **Pay by Invoice** as your payment method at checkout.

Product details

Top highlights

Brand	Brother
Connectivity Technology	Bluetooth
Printing Technology	Laser
Special Feature	Ultra-Slim
Color	Black

See more

Warranty & Feedback

Offers also available from **certified small and diverse sellers.** Details

Report an issue with this product or seller

$441.99

FREE delivery **Monday, December 15.** Details

Arrives before Christmas

Deliver to City - Celina 75009

In Stock

Buy more, get it as low as $437.57

Quantity: 1

Add to Cart

Need more than 23 units?

Request for Quote

Secure transaction

Ships from and sold by Spartan POS.

Seller Credentials:
Classified Small Business - SBA Standard

Return policy:
Returnable until Jan 31, 2026

Add a Protection Plan:

- 3 Year B2B Office Equipment Protection Plan for $63.99
- 4 Year B2B Office Equipment Protection Plan for $84.99

Add to List

Product specifications

Additional details

Printer Type	Laser
Other Special Features of the Product	Ultra-Slim

Item details

Brand	Brother
Model Name	PJ822

Paper Handling

Media Size Maximum	4x6 inches
Maximum Sheet Capacity	1

Other sellers on Amazon

CALDWELL COUNTRY FORD dba ROCKDALE COUNTRY FORD
479 W US HWY 79 ROCKDALE, TEXAS 76567
BUYBOARD 724-23

End User:	**CELINA POLICE DEPARTMENT**	**Caldwell Rep:**	KEVIN TYSON
Contact:	ALEX JONES	**Phone:**	**(979) 567-1500**
Phone/ Email:	AJONES@CELINA-TX.GOV / 972-645-7983	**Date**	Tuesday 12/9/2025
Product Description:	2026 Grey Ford Super Duty F-350 SRW (W3B) XL 4WD Crew C	**Email:**	ktyson@capfleet.com

A. **Bid Series:** 2026 FORD F-350 SRW — **A. Base Price:** $ 71,550.00

B. **Published Options [Itemize each below]** — **Quote Number:** 3815

Code	Model Vehicle
W3B	2026 Grey Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box

Code	Options	Bid Price	Code	Options	Bid Price
17S	STX Appearance Package	$0.00	1S	Medium Dark Slate, Cloth 40/20/40 Split Bench	$0.00
64S	Wheels: 18" Ebony Black Painted Aluminu	$0.00	44G	Transmission: TorqShift 10-Speed Automatic	$0.00
66L	LED Box Lighting	$0.00	610A	Order Code 610A	$0.00
86M	Dual AGM 68 AH Battery	$0.00	___	GVWR: 12,000 lb Payload Package	$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Tu	$0.00			
DR	Avalanche	$0.00			
TDX	Tires: LT275/70Rx18E BSW A/T 4	$0.00			
X3J	Electronic-Locking w/3.55 Axle Ratio	$0.00			
___	Black Tubular Running Board	$0.00			

Total of B. Published Options $ -

C. **Unpublished Options [Itemize each below, not to exceed 25%]**

Unpublished Options	Bid Price	Unpublished Options	Bid Price

Total of C. Unpublished Options: $ -

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**		
E.	**Upfitter/Quote Number:**	CAPFLEET QUOTE - CAPQ-112324	$ 33,818.00
F.	**Delivery ETA:**	Vehicle: Approx 150 - 180 Days + Upfit Lead time	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		
H.	**Lot Insurance (for in-stock and/or equipped vehicles):**		
I.	**Contract Price Adjustment:**		
J.	**Additional Delivery Charge**	**90** **miles**	$ 270.00
K.	**Subtotal**		$ 105,638.00
L.	**Quantity Ordered**	1 **x K =**	$ 105,638.00
M.	**Trade in:**		
N.	**Coop Fee per purchase order**		**$ 400.00**
O.	**Total purchase price with coop fee (Prices and availability are subject to change without notice)**		**$ 106,038.00**

DISCLAIMER

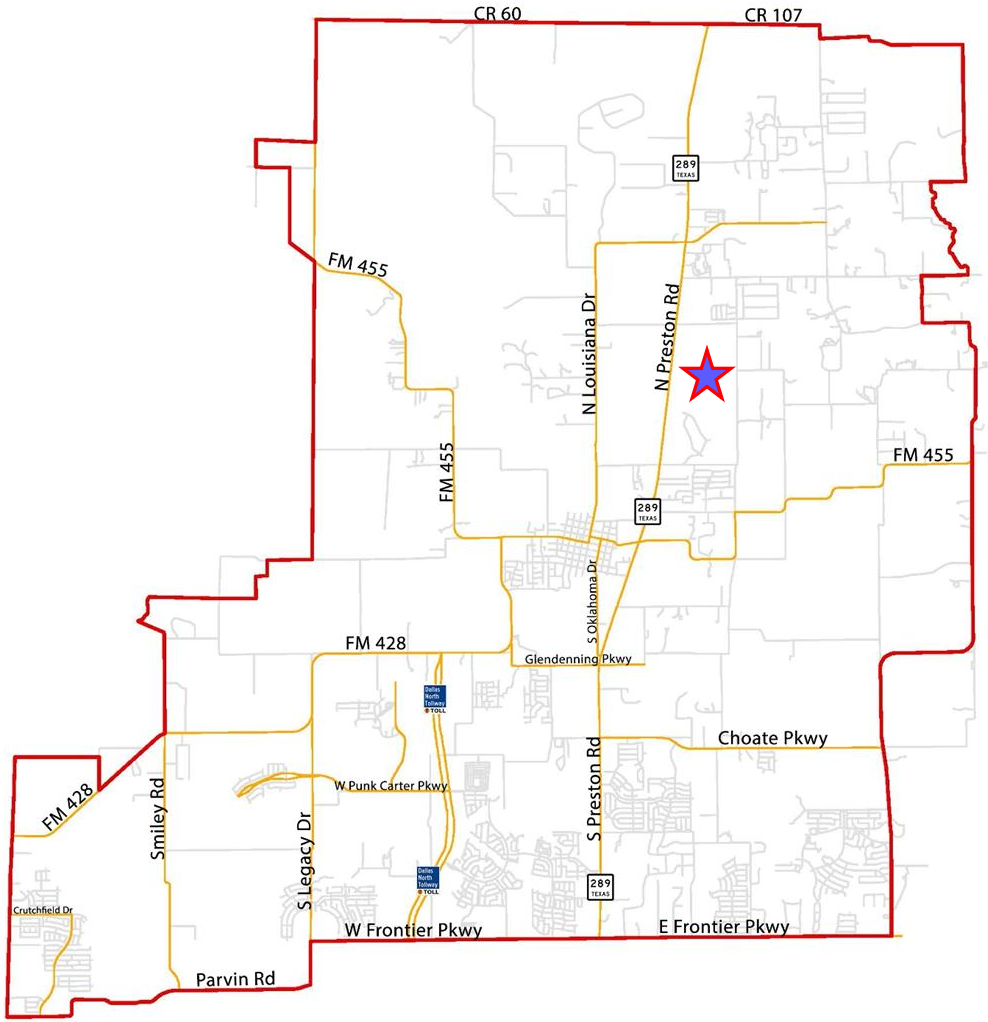
PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

RAMBLE LICENSE AGREEMENT

January 13, 2026

Kimberly Brawner, PE, PTOE

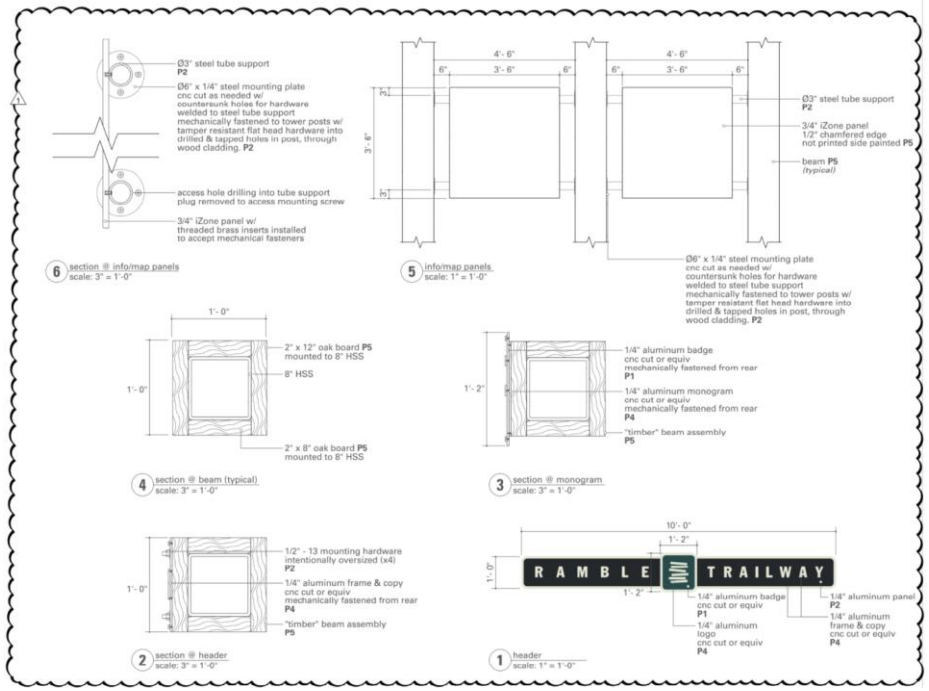
LOCATION MAP

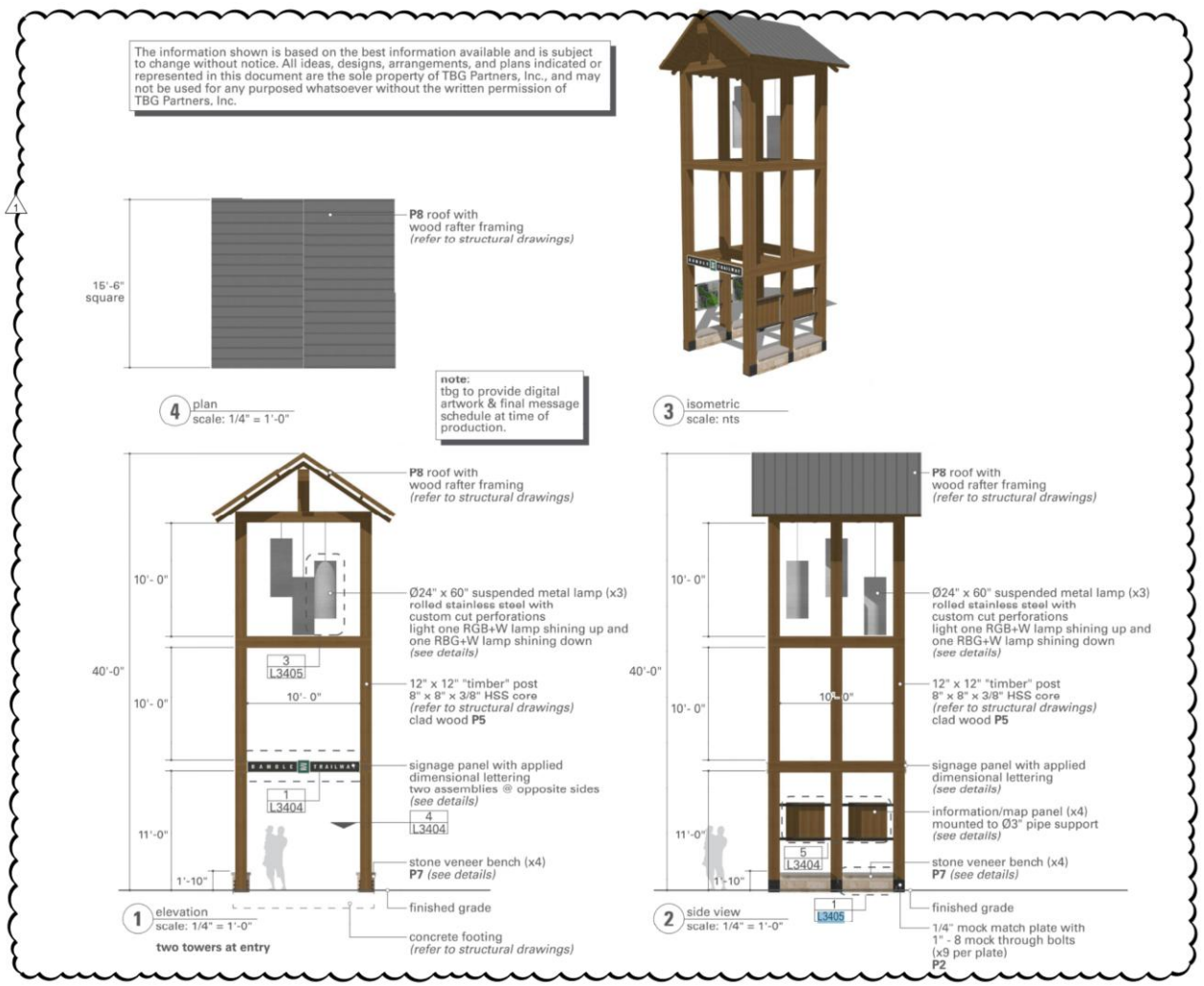


FACTS

- This Agreement authorizes Ramble Phase I, LLC ("Licensee") to use and occupy designated portions of the City's right-of-way within the Ramble Development that are not improved by roadways, subject to full compliance with all applicable City ordinances and right-of-way policies.
- The Licensee is permitted to install, maintain, and replace City-approved landscaping, hardscaping, irrigation, electrical components, trailheads, signage, and other aesthetic improvements within the Licensed Areas.
- The City grants this permission through a revocable, non-exclusive license, while the Licensee assumes sole responsibility for constructing, owning, and perpetually maintaining all Improvements. Under this Agreement, all Improvements within the right-of-way must be kept in safe, orderly, and good physical condition at all times.

EXAMPLE IMPROVEMENTS





TBG
landscape architects, planners & designers
2001 bryan street
bryan tower, suite 1400
dallas, tx 75201
[214] 744-0757
tbgpartners.com
2025-11-07

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
t: 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
PERMIT SUBMITTAL

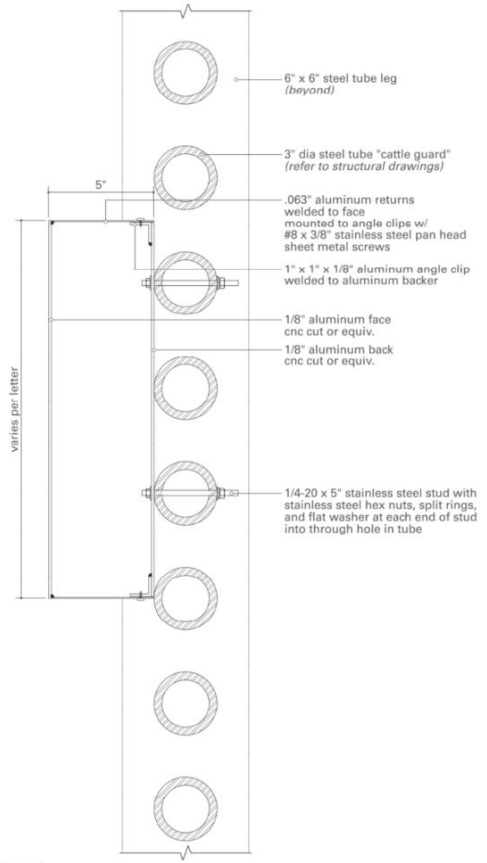
designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

1 11/07/2025 - RFI 1 and RFI 2

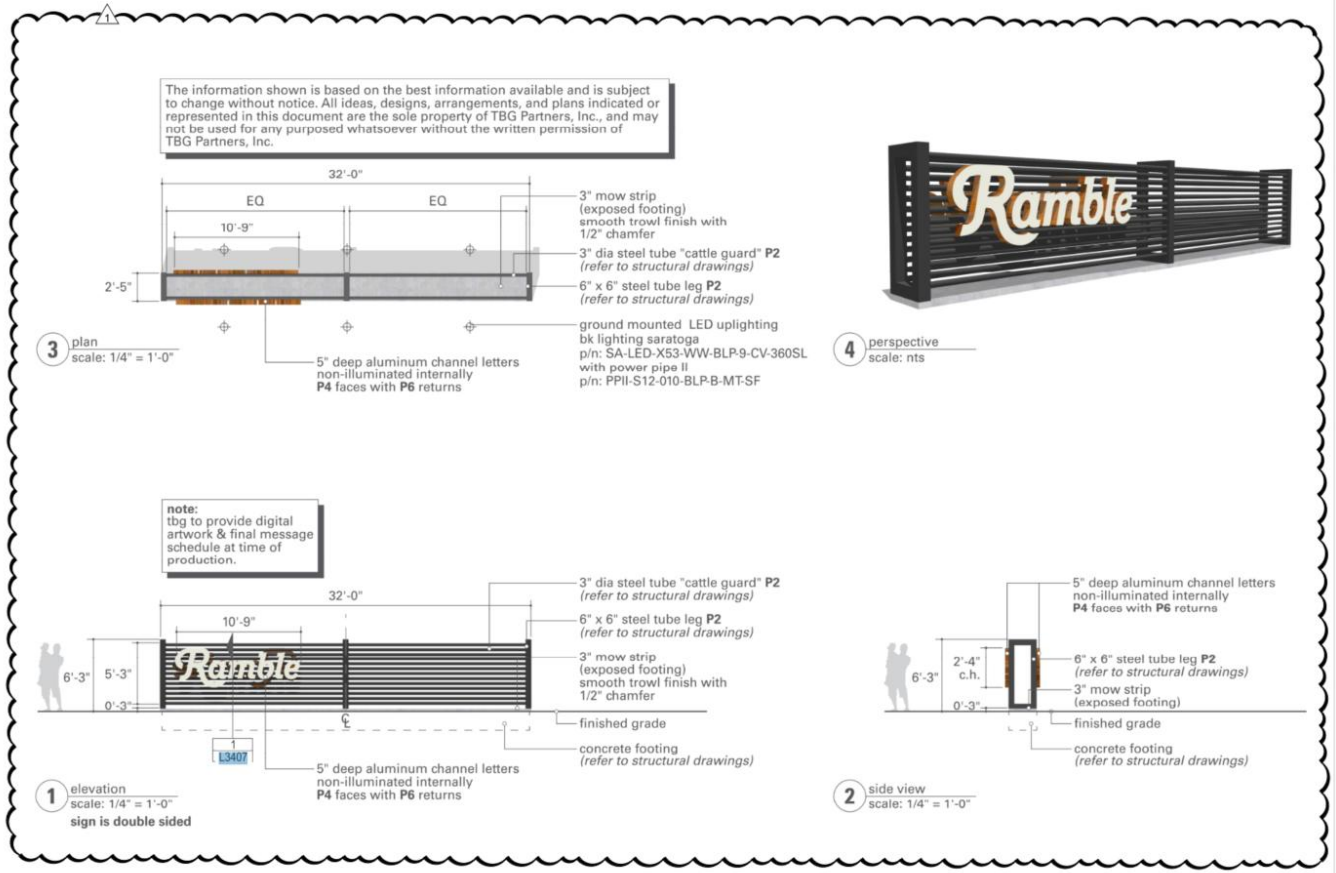
sheet name
ENTRY TOWER DETAILS

sheet number
L.24.03

EXAMPLE IMPROVEMENTS



1 section @ letter (typical)
scale: 6" = 1'-0"



TBG
landscape architects, planners & designers
2001 bryan street
bryan tower, suite 1450
dallas, tx 75201
[214] 744-0757
tbgpartners.com
2025-11-07
project
RAMBLE
phase
PHASE 1 A
client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852
project number
D24007 - 1A
issue date
AUGUST 28, 2025
issue name
PERMIT SUBMITTAL
designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH
1 11/07/2025 - RFI 1 and RFI 2
sheet name
MEDIAN
SIGN
DETAILS
sheet number
L4.06

QUESTIONS?

CELINA
TEXAS
EST. 1876
Life Connected.

STATE OF TEXAS §
§ **REVOCABLE LICENSE AGREEMENT**
COUNTY OF COLLIN §

This Revocable License Agreement (this "Agreement") is entered into this the 13th day of January 2026 (the "Effective Date"), by and between the City of Celina, Texas (the "City") and Ramble Phase I, LLC, a Texas limited liability company (the "Licensee").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, the City is authorized to control and regulate an encroachment or obstruction on a public street within the City pursuant to §§ 311.001, 316.021, Tex. Transp. Code; and

WHEREAS, the State of Texas has delegated to each city the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law; and

WHEREAS, the City is the owner of certain real property depicted in red, and more particularly described, on **Exhibit A**, attached hereto and incorporated herein for all purposes (hereinafter collectively called the "ROWs") within the Ramble Community (the "Community") situated in Celina, Collin County, Texas; and

WHEREAS, the "Tower Licensed Area" shall mean, collectively, those areas within the ROWs depicted and labeled as "License Area for 16' x 16' Entry Tower" on **Exhibit A-1**, and more particularly described on **Exhibit A-2**; and the "Landscaping Licensed Area" shall mean, collectively, those areas within the ROWs that are not improved by roadways. The Tower Licensed Area and the Landscaping Licensed Area are referred to herein individually as a "Licensed Area" and collectively as the "Licensed Areas"; and

WHEREAS, the parties hereto recognize and agree that the City's authority with respect to the Licensed Area, goes to the full width of the Licensed Area and extends upward or downward as reasonably necessary for the Purposes, defined herein below; and

WHEREAS, Licensee desires to use the Licensed Area for the purposes of installing, maintaining, and replacing, as necessary, (the "Purposes") landscaping, hardscaping, irrigation, electrical components, trailheads, signage, and any other aesthetic improvements, approved by the City (the "Improvements") located or to be located on, under, or above the Licensed Area, such Improvements being more thoroughly described on the plans set forth on **Exhibit B**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to use and occupy the Licensed Areas for the Purposes provided that such use complies with the City's ordinances and policy for use of rights-of-way to the extent that the same are applicable to the Licensed Areas; and

WHEREAS, the Licensee agrees that it will install the Improvements, and that after the Improvements are installed, the Licensee will own and perpetually maintain the Improvements to ensure that the Improvements remain in compliance with this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

AGREEMENT:

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.

2. Grant of License. Subject to the terms and conditions of this Agreement, the City does hereby grant to Licensee a revocable, non-exclusive license to use and occupy the Licensed Areas, for the Purposes. Licensee shall always use and occupy the Licensed Areas in full compliance with the following conditions:

(a) No use of the ROWs is permitted outside the Licensed Area except to access the Licensed Areas, which is permitted hereby;

(b) Within each Licensed Area, the Licensee may place only the Improvements as permitted by City ordinances and as shown on City-approved plans set forth on **Exhibit B**, or as approved herein;

(c) The Improvements in each Licensed Area shall be maintained in a safe condition and in good repair (ordinary wear and tear excepted);

(d) Each of the City and Licensee shall provide written notice, in accordance with Section 13(d) of this Agreement, within forty-eighty (48) hours of such party's observation of a defect in the Improvements or any other condition in a Licensed Area that is reasonably likely to pose a danger or harm to the public or persons occupying or passing through such Licensed Area. Promptly following receipt of a notice therefor from the City or otherwise becoming actually aware of such default or dangerous condition, Licensee shall repair such defect or condition. Should Licensee fail to repair such defect or condition within a reasonable about of time following such receipt of notice, the City may, at its sole discretion, cause the defect or condition to be repaired, and the cost of such repair shall be invoiced to, and the sole responsibility of, the Licensee.

(e) Licensee has the option to obtain irrigation water for the Improvements from either properly permitted and metered city supply or privately-owned irrigation wells pursuant to separate agreements with the owners thereof;

(f) Licensee shall not cause any further material additions to or enlargement of the Improvements, and/or encroachments in, under, on, or above the Licensed Areas, except as described herein and shown on the City-approved plans set forth on **Exhibit B** or as otherwise approved by the City. If any such changes are made to the Improvements in contravention of this Agreement and such changes result in the City having a termination right under Section 12(a) below (following expiration of the applicable notice and cure period), then the City shall have the right to terminate this Agreement as to the Licensed Area in which such Improvements are located. Notwithstanding the foregoing, to the extent that Licensee desires to modify the Improvements, such modifications shall be subject to the prior written approval of an amendment to this Agreement by the City

Manager, or their duly authorized representative, which amendment shall confirm the approved modifications, including the plans and specifications therefor.

3. Installation, Ownership and Maintenance of Improvements. The City does hereby agree that Licensee may install, maintain, and replace, as necessary, and at Licensee's sole cost and expense, the Improvements in the Licensed Areas. Once the Improvements are constructed, ownership of the Improvements shall vest in the Licensee, and the Licensee shall be required, at its sole cost, to perpetually maintain the Improvements in accordance with the standards set forth in Section 2 above. This Agreement in no way whatsoever grants any title or ownership in the Licensed Areas to Licensee, or any of Licensee's successors or assigns. In connection with the foregoing, the City specifically consents to the non-exclusive use and occupancy of the Licensed Areas by Licensee for the Purposes, including the installation, maintenance, and replacement, as necessary, of the Improvements at Licensee's sole cost. Notwithstanding anything to the contrary contained in this Agreement, if any repair to the Improvements is needed as a result of the gross negligence or willful misconduct of the City or any of the City's employees, agents, or contractors, the City shall reimbursement Licensee for the reasonable, documented, out-of-pocket costs incurred by Licensee in connection with the completing such repairs, which reimbursement shall be made within ten (10) days following the City's receipt of Licensee's written demand therefor.

The Licensee specifically acknowledges that this Agreement does not provide exclusive rights to use, maintain, or improve, the Licensed Areas. Notwithstanding the foregoing, it is further understood and agreed upon between the parties hereto that the Licensed Areas are held by City as trustee for the public; that City exercises such powers over the Licensed Areas as have been delegated to it by the Constitution of the State of Texas or by the Texas Legislature; and the City cannot contract away its duty and its legislative power to control the Licensed Areas for the use and benefit of the public. It is accordingly agreed that if the City Council of the City, after providing reasonable prior notice and opportunity for discussion to Licensee, may at any time during the term hereof, determine in its reasonable discretion to use or cause or permit a Licensed Area to be used for any other identified public purpose that conflicts with the Improvements located thereon, whether presently contemplated or not, that the City may provide written notice in accordance with Section 12(a)(iii) to Licensee terminating this Agreement as to such Licensed Area to the extent necessary to permit that conflicting public purpose; provided however that any corresponding obligation to remove or relocate the Improvements shall be subject to the provisions of Sections 9 and 12(c) below, as applicable.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 12 hereof. The consideration to be paid by the Licensee to the City for the license and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-Exclusive License. This revocable license granted by this Agreement is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Licensed Areas for any purpose (subject to the applicable terms and conditions set forth in this Agreement); (b) any street utility, drainage or communication facility located in, on, under or upon the Licensed Areas; (c) all vested rights presently owned by any utility or communication company; and (d) any existing license, lease, easement, or other interest heretofore granted by the City. The City shall use commercially reasonable efforts to minimize any material interference with the rights granted to Licensee under this Agreement with respect to the Licensed Areas, if the City intends to take any action that materially interferes with Licensee's

rights, the City shall provide reasonable prior notice, and opportunity for discussion, to Licensee, except in the case of an emergency that renders prior notice impracticable.

6. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit any of its agents, employees or contractors to the use of the Licensed Areas for any purpose that is in violation of any laws pertaining to the health of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee covenants that Licensee's use of the Licensed Areas will not result in the disposal or other release of any hazardous substance or solid waste on or to the Licensed Areas, and Licensee will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Licensed Areas, any area adjoining the Licensed Areas by Licensee, and as a result of any use by Licensee of the Licensed Areas. Notwithstanding the foregoing, Licensee shall be permitted to use commercially reasonable amounts of hazardous substance and waste in connection with the Purpose so long as such use is in compliance with all applicable laws. The terms "hazardous substance" and "waste" shall have the meaning specified in CERCLA and the term "solid waste" and "disposal" or "dispose" shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term, then such term shall be defined by the broader definition upon the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader definition shall apply. Licensee shall indemnify and hold City harmless against all costs of or relating to any environmental cleanup, to the Licensed Areas, and any area affected by Licensees' use of the Licensed Areas, under this License.

7. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Areas and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Licensed Areas by reason of any work done or materials furnished to the Licensed Areas at Licensee's instance or request. Should the Licensee cause any such lien to affix against the Licensed Areas, Licensee shall promptly cause the removal of any such lien upon receiving written notice from the City or other written notice noticing such affixation of such a lien.

8. Duration of License. This Agreement, and the revocable, non-exclusive license granted herein, shall terminate and be of no further force and effect if this Agreement is terminated in accordance with this Agreement.

9. Relocation. If the City determines, in its reasonable discretion after discussion with Licensee, that the Improvements must be removed or relocated from a Licensed Area because the location of the Improvements materially interferes with the City's use and enjoyment of such Licensed Area, the Licensee will cause the Improvements to be relocated as agreed upon by the parties, if reasonably practicable and to the extent only that such relocation strictly conforms with all applicable provisions of the City's Code of Ordinances. If relocation is permitted, Licensee agrees to be responsible for all costs associated with the relocation of the applicable Improvements and the repair of any damage to the applicable Improvements resulting from such relocation (subject to the last sentence of the first paragraph of Section 3 above). Upon relocation, the Licensee, at its sole expense, shall restore the applicable Licensed Area, or the portions of the applicable Licensed Area no longer occupied by the Improvements, to substantially the same condition, or close as is reasonably possible, as it existed prior to the installation of the Improvements, unless otherwise agreed upon or approved by the City.

In the absence of an emergency, the City will provide Licensee with written notice of the City's determination of the need to remove or relocate Improvements from a Licensed Area as necessary under Section 3 or this Section 9. If Improvements are required to be removed or relocated from a Licensed Area pursuant to this Agreement (including to the extent required by Section 12(c) below), Licensee shall have not less than ninety (90) days from the date Licensee received written notice from the City to remove such Improvements from the applicable Licensed Area. However, in case of an emergency, which necessitates the immediate removal of particular Improvements for access to such public property, the City shall have the right to remove such Improvements and shall not be responsible for any damages incurred to such Improvements. Licensee shall reimburse City for any reasonable, documented, out-of-pocket costs incurred by the City in connection with the removal of Improvements in accordance with the preceding sentence.

10. Insurance. Licensee shall purchase and maintain during the term of this Agreement commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000. Coverage must be on an "occurrence" basis.

Such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Certified copies of such policies shall be delivered to the City upon the execution of this Agreement; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

11. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, (COLLECTIVELY, "LIABILITIES") TO THE EXTENT ARISING OUT OF (i) ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY AND (ii) RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, ITS OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT; PROVIDED HOWEVER THAT LICENSEE SHALL HAVE NO RESPONSIBILITY UNDER THIS SECTION 11 FOR ANY LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. Termination.

(a) This Agreement may be terminated by the City:

(i) If Licensee failed to comply with any of the terms of this Agreement, and subsequently failed to cure such failure to comply or breach within thirty (30) days after having received written notice from the City of such failure to comply (or such longer period of time as may be required to cure the breach due to the nature of the breach; provided however that Licensee must have undertaken a substantial step to commence such cure within such 30-day period and continued to show diligent efforts to cure); or

(ii) For any reason whatsoever, upon providing thirty (30) days' written notice to Licensee; provided that no such written notice shall be delivered by the City to Licensee before the date that is five years after the Effective Date.

Notwithstanding anything contained in this Agreement to the contrary, the license granted under this Agreement shall not be revoked or terminated by the City in whole or in part, within five (5) years of the Effective Date, except as contemplated by the last sentence of Section 3, or Sections 12(a)(i), 12(b)(i), or 12(b)(ii).

(b) This Agreement may be terminated as to a particular Licensed Area by the City:

(i) If Licensee abandons the use of such Licensed Area for the purposes set forth herein by giving written notice of its intent to abandon, by failing to fulfill its obligations under this Agreement, or otherwise.

(ii) If the City determines that the Improvements within such Licensed Area materially interfere, or materially conflict, with a planned public infrastructure project within such Licensed Area (including but not limited to the widening of a roadway or installation or expansion of utilities or drainage improvements) and relocation of the applicable Improvements is not permitted under Section 9 above; provided however that the City shall provide Licensee with at least thirty (30) days' written notice of a termination under this subparagraph (ii).

(c) This Agreement may be terminated by the Licensee in its entirety or as to a particular Licensed Area:

(i) For any reason whatsoever, upon providing thirty (30) days' written notice to the City.

(d) At such time as this Agreement may be terminated as to any Licensed Area in accordance with this Agreement, the City may, upon written request delivered to the Licensee within ten (10) days following such termination, demand that the Licensee remove the Improvements from such terminated Licensed Area. The arrangement and cost of such removal shall be the sole responsibility of the Licensee. Upon removal of the Improvements, the Licensee, at its sole expense, shall restore the Licensed Area to substantially the same condition, or as close as is reasonably possible, as it existed prior to the installation of the applicable Improvements, unless otherwise agreed upon or approved by the City. If the City does not request removal of the Improvements as contemplated by the preceding sentences, the City will take ownership of the Improvements (e.g., irrigation, lighting, landscaping) (as if the Improvements had been conveyed by Licensee to the City by bill of sale with general warranty of title) within the terminated Licensed Area and maintain such Improvements. If this Agreement is terminated as to any Licensed Area in accordance with Section 12(c), the Licensee may, upon written request delivered to the City

within ten (10) days following such termination, request to remove the Improvements from such Licensed Area, in accordance with the provisions of this Section 12 regarding responsibility of removal and restoration of such Licensed Area. The City shall not unreasonably withhold approval of Licensee's request unless Licensee has failed to comply with the terms of this Agreement in any manner whatsoever.

(e) At such time as this Agreement may be terminated as to a particular Licensed Area only (without the Agreement being terminated in its entirety), all references to "Licensed Area" or "Licensed Areas" contained in this Agreement shall be modified such that they will not include the Licensed Area that is subject to such termination.

13. Miscellaneous.

(a) Compliance with Laws. In connection with Licensee's use of the Licensed Areas, Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and Licensee's Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City; provided, however, Licensee shall have the right, without the City's consent or approval, to assign this Agreement to the homeowner's association formed in connection with the Community (the "HOA") so long as the HOA assumes in writing the obligations and responsibilities of Licensee arising from and after the effective date of such assignment. Upon any such assignment to and assumption by the HOA, and upon the delivery of a copy of such assignment to the City, the assignor shall have no further rights, duties, obligations or liabilities under this Agreement arising from and after the effective date of such assignment.

(c) Force Majeure. If either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, then the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, and shall be deemed to have been given as of the date such notice is (i) personally delivered to the party intended, (ii) delivered by express mail, Federal Express or other comparable overnight courier service, or (iii) mailed to the party to which the notice, demand or request is being made by certified or registered mail, postage prepaid, return receipt requested, and addressed to:

To the City:	To Licensee:
City of Celina, Texas P.O. Box 9010 Celina, Texas 75001 Attn: City Manager	c/o Hillwood Development Company, LLC 3000 Turtle Creek Blvd. Dallas, Texas 75219 Attention: Patrick Cowden
	And to: c/o Hillwood Development Company, LLC 3000 Turtle Creek Blvd. Dallas, Texas 75219 Attention: Michele Ringnald

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

(e) Governing Law; Venue. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the county where the Licensed Areas are located. Venue for any action under this Agreement shall be in the county where the Licensed Areas are located.

(f) Legal Construction. In case 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 provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

(g) Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Licensee relative to the Licensed Areas and the license as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee and recorded in the Real Property Records of the County in which the Licensed Areas are located.

(j) Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Licensed Areas and are fully binding on the City and each and every subsequent owner of all or any portion of the ROWs but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall

be binding on all successors, heirs, and assigns of the City which acquire any right, title, or interest in or to the ROWs, or any part thereof. Any person who acquires any right, title, or interest in or to the ROWs, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such ROWs. Neither the City nor Licensee shall record this Agreement in the Real Property Records of the County in which the Licensed Areas are located.

(m) Independent Contractor. Licensee covenants and agrees that it shall operate under this Agreement as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

[Signature Pages Follow]

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS

By: _____
Robert Ranc, City Manager

ATTEST:

By: _____
Ashley Owens, City Secretary

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2026, by **Robert Ranc**, **City Manager** of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

4899-4317-8876.2

LICENSEE:

RAMBLE PHASE I, LLC,
a Texas limited liability company

By: Elaine Eatman
Name: Elaine Eatman
Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 12, 2025, by Elaine Eatman, as SVP of Ramble Phase I, LLC, a Texas limited liability company, on behalf of said limited liability company.

MARY GRACE MENDENHALL
Notary ID #132031111
My Commission Expires
June 9, 2027

Mary Mendenhall
Notary Public in and for the State of Texas

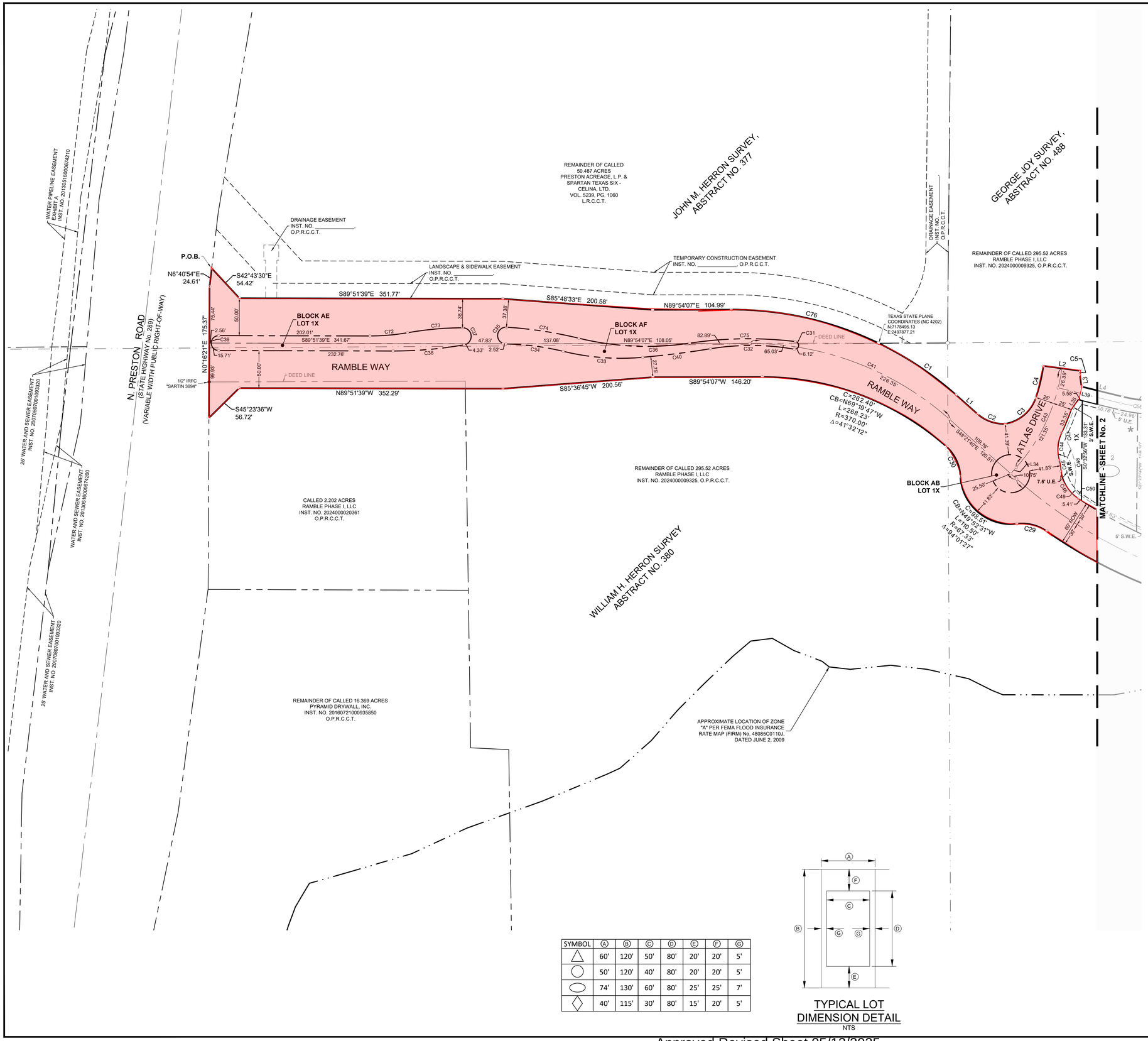
After recording, return to:
City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

4899-4317-8876.2

Exhibit A

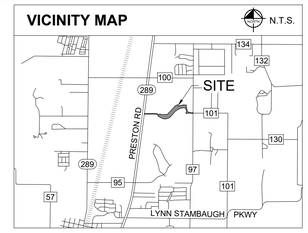
Depiction of ROWs

[Attached]



SYMBOL	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
⬭	74'	130'	60'	80'	25'	25'	7'
◇	40'	115'	30'	80'	15'	20'	5'

TYPICAL LOT DIMENSION DETAIL
NTS



GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET
MNF	MAG NAIL FOUND
MNS	MAG NAIL SET
XF	"X" CUT FOUND
XS	"X" CUT SET
A.E.	ACCESS EASEMENT
A.U.E.	ACCESS & UTILITY EASEMENT
B.L.	BUILDING LINE
C.E.	CONSERV EASEMENT
D.E.	DRAINAGE EASEMENT
D.D.E.	DRAINAGE & DETENTION EASEMENT
F.A.U.E.	FIRELANE, ACCESS & UTILITY EASEMENT
F.E.	FIRELANE EASEMENT
FFE MIN	MINIMUM FINISHED FLOOR ELEV.
H.B.T.E.	HIKE & BIKE TRAIL EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
OF	OPEN FENCE REQUIRED
P.I.E.	PRIVATE IRRIGATION EASEMENT
P.W.M.E.	PRIVATE WALL MAINTENANCE EASEMENT
S.E.	STREET EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.U.E.	SIDEWALK & UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
	STREET NAME CHANGE
*	DRIVEWAY LOCATION RESTRICTED

SHEET KEY MAP
NTS

SEE SHEET 4 FOR GENERAL NOTES

SEE SHEET 3 FOR LINE/CURVE TABLES

FINAL PLAT

RAMBLE ADDITION
PHASE 1A

BLOCK M, LOTS 1X, 2X & 2-10; BLOCK N, LOTS 1-13 & 14X;
BLOCK O, LOTS 1X, 2X & 15-18;
BLOCK P, LOTS 1X, 2X & 16-19;
BLOCK AB, LOT 1X; BLOCK AD, LOT 1X; BLOCK AE, LOT 1X;
BLOCK AF, LOT 1X; BLOCK VV, LOT 1X

30 RESIDENTIAL LOTS
12 HOMEOWNER'S ASSOCIATION (HOA) LOTS
9.250 ACRES OF RIGHT-OF-WAY

BEING 17.082 ACRES OUT OF THE
JOHN M. HERRON SURVEY, ABSTRACT NO. 377,
MARTHA HERRON SURVEY, ABSTRACT NO. 415,
WILLIAM H. HERRON SURVEY, ABSTRACT NO. 380,
& GEORGE JOY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 05/05/2025
CITY PROJECT NUMBER: PLAT-24-005079

Kimley»Horn
FILED:
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JMH	KHA	May 2025	063258421	1 OF 4

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

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : David Barton, P.E.

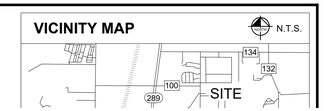
OWNER:
Ramble Investment, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

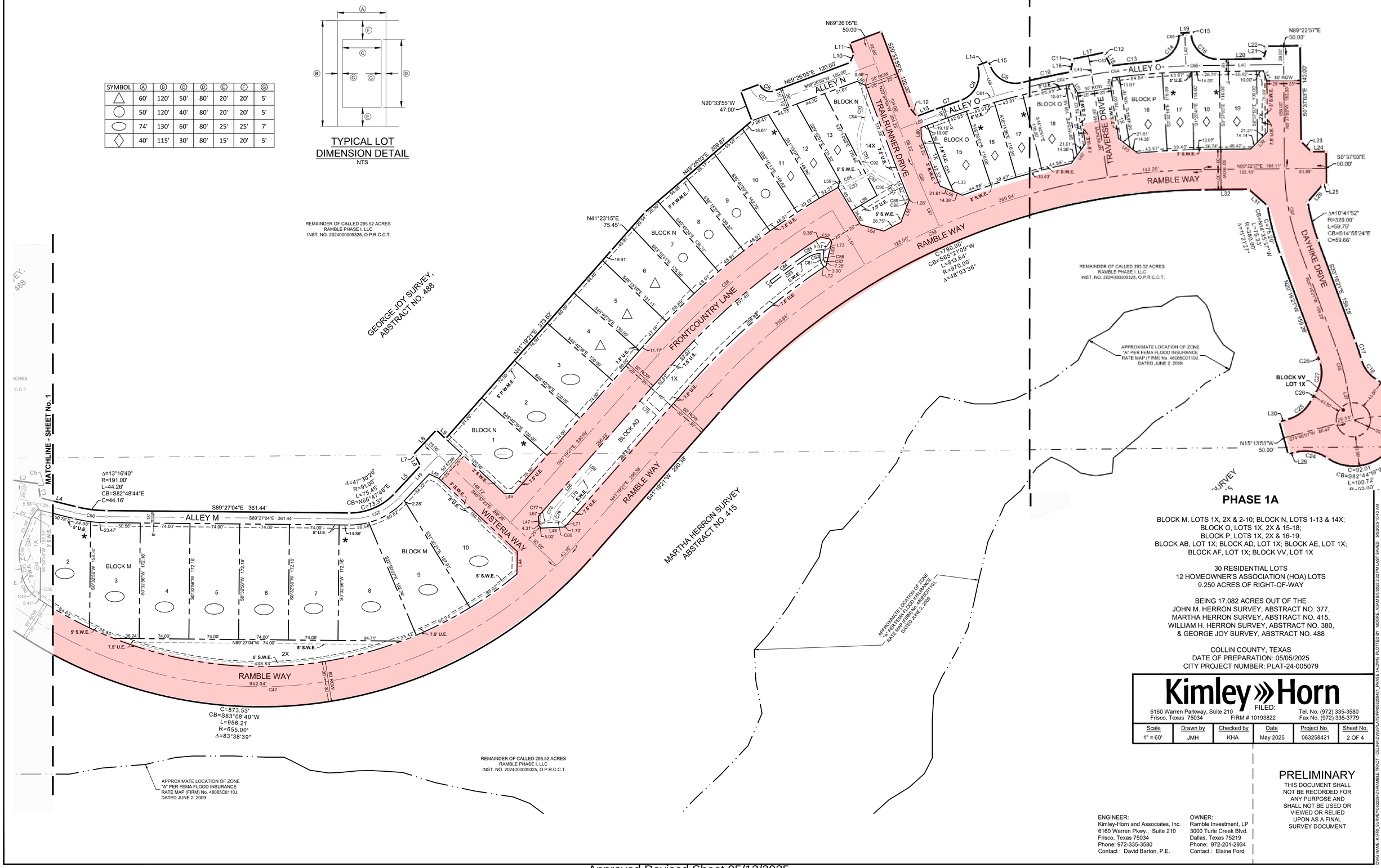
DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLATS\FP063258421_PHASE 1A.DWG PLOTTED BY: MOORE, ADAM 5/5/2025 2:22 PM LAST SAVED: 5/5/2025 10:43 AM

Approved Revised Sheet 05/12/2025

SYMBOL	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
⬭	74'	130'	60'	80'	25'	25'	7'
◇	40'	115'	30'	80'	15'	20'	5'

TYPICAL LOT
DIMENSION DETAIL
NTS





PHASE 1A

BLOCK M, LOTS 1X, 2X & 2-10; BLOCK N, LOTS 1-13 & 14X;
BLOCK O, LOTS 1X, 2X & 15-18;
BLOCK P, LOTS 1X, 2X & 16-19;
BLOCK AB, LOT 1X; BLOCK AD, LOT 1X; BLOCK AE, LOT 1X;
BLOCK AF, LOT 1X; BLOCK VV, LOT 1X

30 RESIDENTIAL LOTS
12 HOMEOWNER'S ASSOCIATION (HOA) LOTS
9.250 ACRES OF RIGHT-OF-WAY

BEING 17.082 ACRES OUT OF THE
JOHN M. HERRON SURVEY, ABSTRACT NO. 377,
MARTHA HERRON SURVEY, ABSTRACT NO. 415,
WILLIAM H. HERRON SURVEY, ABSTRACT NO. 380,
& GEORGE JOY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 05/05/2025
CITY PROJECT NUMBER: PLAT-24-005079

Kimley»Horn
FILED:
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JMH	KHA	May 2025	063258421	2 OF 4

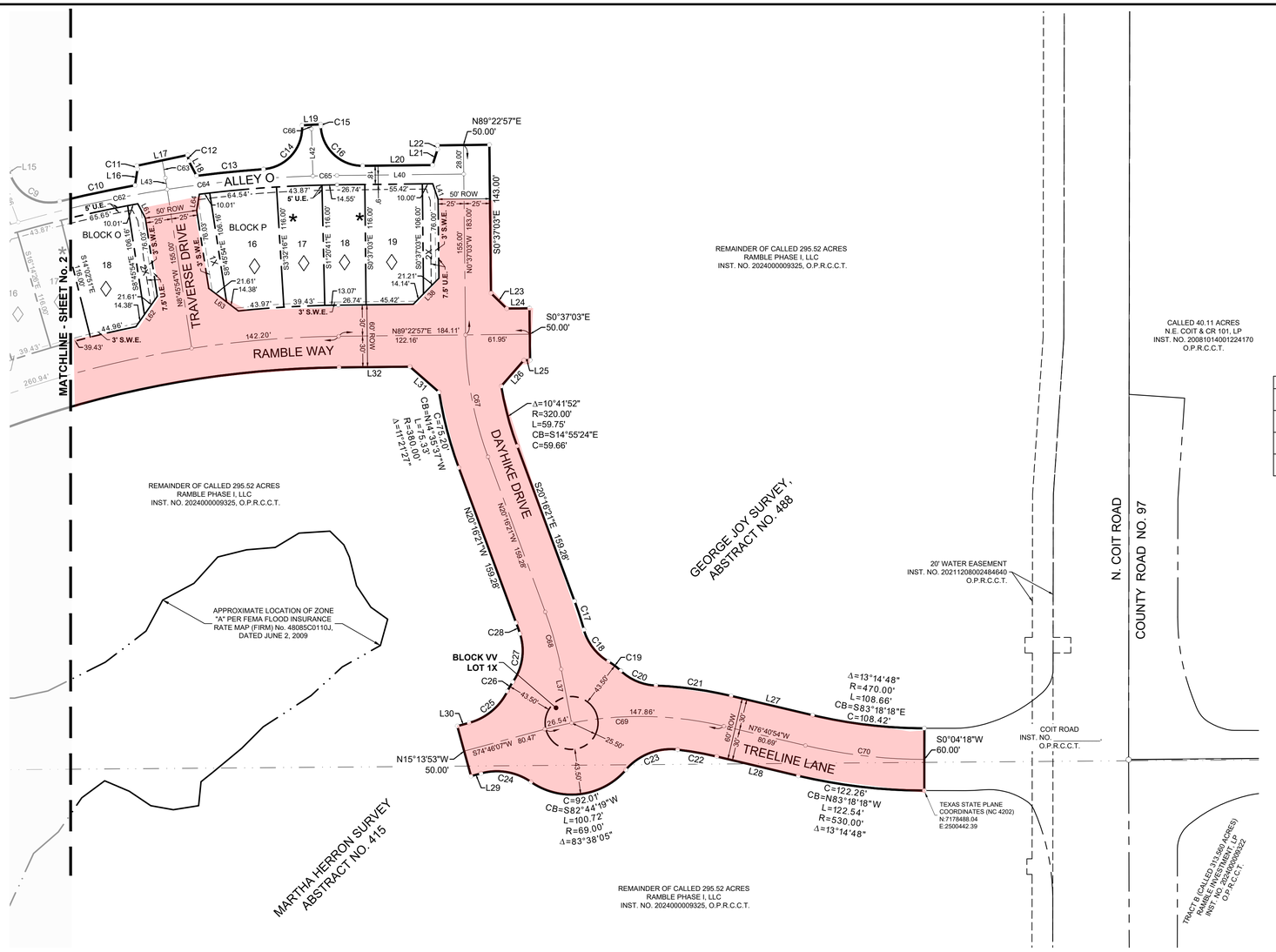
PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : David Barton, P.E.

OWNER:
Ramble Investment, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLAT\FP063258421_PHASE 1A.DWG PLOTTED BY: MOORE, ADAM 5/5/2025 2:22 PM LAST SAVED: 5/5/2025 10:43 AM


MATCHLINE - SHEET No. 2
RAMBLE WAY
TRAVERSE DRIVE
ALLEY O
BLOCK O
BLOCK P
DAYHIKE DRIVE
TREELINE LANE
BLOCK VV LOT 1X
N89°22'57"E 50.00'
S0°37'03"E 143.00'
S0°37'03"E 50.00'
N89°22'57"E 184.11'
122.16'
61.95'
142.20'
S20°16'21"E 159.28'
N20°16'21"W 159.28'
N15°13'53"W 50.00'
S0°04'18"W 60.00'
Δ=10°41'52"
R=320.00'
L=59.75'
CB=S14°55'24"E
C=59.66'
Δ=13°14'48"
R=470.00'
L=108.66'
CB=S83°18'18"E
C=108.42'
C=122.26'
CB=N83°18'18"W
L=122.54'
R=530.00'
Δ=13°14'48"
C=92.01'
CB=S82°44'19"W
L=100.72'
R=69.00'
Δ=83°38'05"
C=75.20'
CB=N14°35'37"W
L=75.33'
R=380.00'
Δ=11°21'27"
147.86'
C69
N76°40'54"W 80.69'
S74°46'07"W 80.47'
N9°45'54"W 155.00'
S9°45'54"E 155.00'
S9°32'16"E 116.00'
S1°20'41"E 116.00'
S0°37'03"E 116.00'
S6°37'03"E 116.00'
N0°37'03"W 183.00'
S16°42'51"E 76.03'
S58°45'54"E 106.16'
S89°45'55"E 106.16'
S16°42'51"E 76.03'
N89°45'54"W 76.03'
S89°45'55"E 76.03'
N89°45'54"W 155.00'
S89°45'55"E 155.00'
S89°45'54"E 106.16'
S58°45'54"E 106.16'
S16°42'51"E 76.03'
S16°42'51"E 155.00'
N89°45'54"W 155.00'
S89°45'54

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS RAMBLE PHASE I, LLC, is the sole owner of a tract of land situated in the John M. Herron Survey, Abstract No. 377, the Martha Herron Survey, Abstract No. 415, the William H. Herron Survey, Abstract No. 380, and the George Joy Survey, Abstract No. 488, Collin County, Texas, and being a portion of a called 295.52-acre tract of land described in a deed to Ramble Phase I, LLC, recorded in Instrument No. 20240000093525, Official Public Records, Collin County, Texas, and being a portion of a called 2.202-acre tract of land described in a deed to Ramble Phase I, LLC, recorded in Instrument No. 20240000020361, said Official Public Records, and being all of a called 1.045-acre tract of land described in a deed to Ramble Phase 1, LLC, recorded in Instrument No. _____, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost northwest corner of said 1.045-acre tract, same being on the westerly line of a called 50.487-acre tract of land described in a deed to Preston Acreage, L.P. & Spartan Texas Six - Celina, Ltd., recorded in Volume 5239, Page 1060, Deed Records, Collin County, Texas, same also being on the easterly right-of-way line of Preston Road (also known as State Highway No. 289)(variable width public right-of-way);

THENCE along the northerly line of said 1.045-acre tract the following courses and distances:

South 42°43'30" East, a distance of 54.42 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°51'39" East, a distance of 351.77 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 85°48'33" East, a distance of 200.58 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 89°54'07" East, a distance of 104.99 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 448.82 feet, a central angle of 25°54'39", and a chord bearing and distance of South 77°10'37" East, 201.25 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 202.97 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost corner of said 1.045-acre tract, same being on the southerly line of said 50.487-acre tract, same also being on the northerly line of said 295.52-acre tract, same also being at the beginning of a non-tangent curve to the right with a radius of 450.00 feet, a central angle of 15°53'44", and a chord bearing and distance of South 56°18'31" East, 124.44 feet;

THENCE crossing said 295.52-acre tract the following courses and distances:

In an easterly direction, with said non-tangent curve to the right, an arc distance of 124.84 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 48°21'40" East, a distance of 38.45 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 52.50 feet, a central angle of 44°11'29", and a chord bearing and distance of South 70°27'24" East, 39.50 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 40.49 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 52.50 feet, a central angle of 61°01'35", and a chord bearing and distance of North 49°32'17" East, 53.31 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 55.92 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a compound curve to the left with a radius of 225.00 feet, a central angle of 11°14'45", and a chord bearing and distance of North 13°24'07" East, 44.09 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 44.16 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 82°13'16" East, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of 01°02'49", and a chord bearing and distance of South 08°18'09" West, 5.03 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 5.03 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 07°40'50" East, a distance of 16.09 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 76°10'24" East, a distance of 56.36 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 191.00 feet, a central angle of 13°16'40", and a chord bearing and distance of South 82°48'44" East, 44.16 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 44.26 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°27'04" East, a distance of 361.44 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 91.00 feet, a central angle of 47°30'20", and a chord bearing and distance of North 66°47'46" East, 73.31 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 75.45 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 43°02'37" East, a distance of 56.60 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 28°31'18" West, a distance of 15.81 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 46°57'23" West, a distance of 4.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 43°02'37" East, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 46°57'23" East, a distance of 18.90 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 41°19'21" East, a distance of 373.62 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 41°23'15" East, a distance of 75.45 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 49°26'03" East, a distance of 209.87 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 20°33'55" West, a distance of 47.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 69°26'05" East, a distance of 30.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 17.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 65°33'55" East, 24.04 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 26.70 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 69°26'05" East, a distance of 120.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 24°26'05" East, a distance of 14.14 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 20°33'55" West, a distance of 17.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 69°26'05" East, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 20°33'55" East, a distance of 122.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 39°00'01" East, a distance of 15.81 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 69°26'05" East, a distance of 29.16 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 1,164.00 feet, a central angle of 01°59'29", and a chord bearing and distance of North 70°25'50" East, 40.45 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 40.46 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 40.00 feet, a central angle of 91°59'29", and a chord bearing and distance of North 25°25'50" East, 57.54 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 64.22 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 69°26'05" East, a distance of 18.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 20°33'55" East, a distance of 7.42 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 83°19'49", and a chord bearing and distance of South 62°13'50" East, 53.18 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 58.18 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 1,164.00 feet, a central angle of 03°39'13", and a chord bearing and distance of North 77°55'52" East, 74.22 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 74.23 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 08°33'48" East, a distance of 15.83 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 275.00 feet, a central angle of 00°39'51", and a chord bearing and distance of North 11°41'47" West, 3.19 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 3.19 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 77°58'18" East, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 01°03'50", and a chord bearing and distance of South 11°29'47" East, 6.03 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 6.03 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 27°52'43" East, a distance of 16.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,164.00 feet, a central angle of 03°11'20", and a chord bearing and distance of North 84°18'22" East, 64.78 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 64.79 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 40.00 feet, a central angle of 89°09'48", and a chord bearing and distance of North 41°19'08" East, 56.15 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 62.25 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 86°44'14" East, a distance of 18.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 142.23 feet, a central angle of 00°44'28", and a chord bearing and distance of South 02°55'53" East, 1.84 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 1.84 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 88°01'03", and a chord bearing and distance of South 46°36'31" East, 55.58 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 61.45 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°22'57" East, a distance of 67.29 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 17°49'03" East, a distance of 15.81 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 00°37'03" West, a distance of 4.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°22'57" East, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°37'03" East, a distance of 143.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°37'03" East, a distance of 21.21 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°22'57" East, a distance of 21.95 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°37'03" East, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°22'57" West, a distance of 5.97 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 41°01'53" West, a distance of 33.22 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 320.00 feet, a central angle of 10°41'52", and a chord bearing and distance of South 14°55'24" East, 59.66 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 59.75 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 20°16'21" East, a distance of 159.28 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 380.00 feet, a central angle of 04°21'45", and a chord bearing and distance of South 18°05'28" East, 28.93 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 28.93 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 52.50 feet, a central angle of 43°16'07", and a chord bearing and distance of South 37°32'39" East, 38.71 feet;

In a southerly direction, with said reverse curve to the left, an arc distance of 39.65 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 69.00 feet, a central angle of 12°27'19", and a chord bearing and distance of South 52°57'03" East, 14.97 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 15.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 52.50 feet, a central angle of 40°59'59", and a chord bearing and distance of South 67°13'23" East, 36.77 feet;

In an easterly direction, with said reverse curve to the left, an arc distance of 37.57 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 380.00 feet, a central angle of 11°02'29", and a chord bearing and distance of South 82°12'08" East, 73.12 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 73.23 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 76°40'54" East, a distance of 80.69 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 470.00 feet, a central angle of 13°14'48", and a chord bearing and distance of South 83°18'18" East, 108.42 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 108.66 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for an angle point in the westerly right-of-way line of Coit Road (also known as County Road No. 97)(variable width public right-of-way);

THENCE South 00°04'18" West, along said westerly right-of-way line, a distance of 60.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner, same being at the beginning of a non-tangent curve to the right with a radius of 530.00 feet, a central angle of 13°14'48", and a chord bearing and distance of North 83°18'18" West, 122.26 feet;

THENCE departing said westerly right-of-way line and crossing said 295.52-acre tract the following courses and distances:

In a westerly direction, with said non-tangent curve to the right, an arc distance of 122.54 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 76°40'54" West, a distance of 80.69 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 320.00 feet, a central angle of 06°51'34", and a chord bearing and distance of North 80°06'41" West, 38.29 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 38.31 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 57.50 feet, a central angle of 55°35'23", and a chord bearing and distance of South 68°42'59" West, 53.63 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 55.79 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 69.00 feet, a central angle of 83°38'05", and a chord bearing and distance of South 82°44'19" West, 92.01 feet;

In a westerly direction, with said reverse curve to the right, an arc distance of 100.72 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 58.00 feet, a central angle of 49°47'14", and a chord bearing and distance of North 80°20'15" West, 48.83 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 50.40 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 74°46'07" West, a distance of 10.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 15°13'53" West, a distance of 50.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 74°46'07" East, a distance of 11.74 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 58.00 feet, a central angle of 48°35'18", and a chord bearing and distance of North 50°28'27" East, 47.72 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 49.19 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 69.00 feet, a central angle of 08°44'02", and a chord bearing and distance of North 30°32'49" East, 10.51 feet;

In a northerly direction, with said reverse curve to the right, an arc distance of 10.52 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 52.50 feet, a central angle of 53°09'39", and a chord bearing and distance of North 08°20'00" East, 46.98 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 48.71 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a compound curve to the left with a radius of 320.00 feet, a central angle of 02°01'31", and a chord bearing and distance of North 19°15'35" West, 11.31 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 11.31 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 20°16'21" West, a distance of 159.28 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 380.00 feet, a central angle of 11°21'27", and a chord bearing and distance of North 14°35'37" West, 75.20 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 75.33 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 48°49'43" West, a distance of 37.27 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°22'57" West, a distance of 68.34 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 970.00 feet, a central angle of 48°03'36", and a chord bearing and distance of South 65°21'09" West, 790.00 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 813.64 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 41°19'21" West, a distance of 290.38 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 41°19'21" West, a distance of 0.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 655.00 feet, a central angle of 83°38'39", and a chord bearing and distance of South 83°08'40" West, 873.53 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 956.21 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 57.50 feet, a central angle of 41°51'14", and a chord bearing and distance of North 75°57'37" West, 41.08 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 42.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 67.33 feet, a central angle of 94°01'27", and a chord bearing and distance of North 49°52'31" West, 98.51 feet;

In a westerly direction, with said reverse curve to the right, an arc distance of 110.50 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 57.50 feet, a central angle of 44°59'21", and a chord bearing and distance of North 25°21'28" West, 44.00 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 45.15 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 370.00 feet, a central angle of 41°32'12", and a chord bearing and distance of North 69°19'47" West, 262.40 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 268.23 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°54'07" West, a distance of 146.20 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 85°36'45" West, a distance of 200.56 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°51'39" West, passing at a distance of 50.37 feet the common line of said 295.52-acre tract and the aforementioned 2.202-acre tract, and continuing along the same course and crossing said 2.202-acre tract, for a total distance of 352.29 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE South 45°23'36" West, continuing across said 2.202-acre tract, a distance of 56.72 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the common line of said 2.202-acre tract and the aforementioned Preston Road;

THENCE North 00°16'21" East, along said common line, passing at a distanced of 47.99 feet a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for the northwest corner of said 2.202-acre tract, common to the westernmost southwest corner of said 295.52-acre tract, and continuing along the same course and along the common line of said Preston Road and said 295.52-acre tract, passing at a distance of 99.93 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost northwest corner of said 295.52-acre tract, common to the southwest corner of the aforementioned 1.045-acre tract, and continuing along the same course and along the common line of said Preston Road and said 1.045-acre tract, for a total distance of 175.37 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 06°40'54" East, continuing along said common line, a distance of 24.61 feet to the **POINT OF BEGINNING** and containing 744,105 square feet or 17.082 acres of land, more or less.

Notes :

1. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
2. All lots comply with the minimuim size requirements of the zoning district.
3. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
4. All common areas/X-lots, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City.
5. All common area/X-lots or floodplain may contain a public trail and shall provide an access easement for public to use the trail.
6. Notice - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law, and is subject to fines and withholding of utilities and building permits.
7. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
8. The subject property does not lie within a 100-year flood plain according to Community Panel No. 48085C0110J, dated June 2, 2009, of the National Flood Insurance Rate Maps for Collin County, Texas.
9. This plat does not alter or remove existing deed restrictions, if any, on this property.
10. No overhead utilities are permitted on the subject property.
11. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83). Coordinates provided are Grid values. Project Combined Scale Factor (PCF) 0.9998550478.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **RAMBLE PHASE 1, LLC,** acting herein by and through its duly authorized officer, does hereby adopt this final plat designating the hereinabove described property as **RAMBLE ADDITION, PHASE 1A**, an addition to the City of Celina, Texas, and does hereby dedicate, to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

BY: RAMBLE PHASE 1, LLC, a Texas limited liability company

By:_____

Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal this _____ day of _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES:_____

RAMBLE TRACT A PHASE 1 LOT SUMMARY		
Land Usage Acreage Summary	ACRES (AC)	
Right of Way (ROW)	45.79	17%
Flex Tract	3.75	1%
Open Space (HOA)	13.99	5%
Municipal Management District (MMD)	95.99	35%
Net Residential Area	117.71	42%
Total	277.24	100%
Gross Residential Density	2.29	Units/AC
Open Space Acreage Summary		
Open Space, Detention, Floodplain & MMD	109.98	
Area (Net of ROW & Flex Tract)	227.69	
Total Percentage of Open Space	48%	
Ramble Tract A Phase 1 Lot Summar	**LEGEND**	
60' x 120'	△	137 21.6%
74' x 130'	⬭	94 14.8%
50' x 120'	○	234 36.9%
40' x 115'	◇	129 20.3%
74' x 130'	□	24 3.8%
84' x 130'	⬠	10 1.6%
VARIES x VARIES	✡	6 0.9%
Total Lots		634 100.0%
Density Summary (Units per Acre)		
Gross Density	2.29	
Net of ROW	2.74	
Phase 1A Lot Summary	**LEGEND**	
60' x 120'	△	3 10.0%
74' x 130'	⬭	12 40.0%
50' x 120'	○	4 13.3%
40' x 115'	◇	11 36.7%
Total Phase 1A Lots		30 100.0%
Phase 1B Lot Summary	**LEGEND**	
60' x 120'	△	32 14.0%
50' x 120'	○	78 34.2%
40' x 115'	◇	118 51.8%
Total Phase 1B Lots		228 100.0%
Phase 1C Lot Summary	**LEGEND**	
60' x 120'	△	45 20.1%
74' x 130'	⬭	3 1.3%
50' x 120'	○	152 67.9%
74' x 130'	□	24 10.7%
Total Phase 1C Lots		224 100.0%
Phase 1D Lot Summary	**LEGEND**	
60' x 120'	△	57 37.5%
74' x 130'	⬭	79 52.0%
84' x 130'	⬠	10 6.6%
VARIES x VARIES	✡	6 3.9%
Total Phase 1D Lots		152 100.0%

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF COLLIN §

I, Michael B. Marx, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual and accurate survey of the property made under my supervision on the ground.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972.335.3580

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES:_____

CERTIFICATE OF PLAT APPROVAL

APPROVED

_____ _____
City Development Official Date
City of Celina, Texas

Witness by this _____ day of _____, 20___.

_____
City Secretary
City of Celina, Texas

FINAL PLAT
RAMBLE ADDITION PHASE 1A

BLOCK M, LOTS 1X, 2X & 2-10; BLOCK N, LOTS 1-13 & 14X;
BLOCK O, LOTS 1X, 2X & 15-18;
BLOCK P, LOTS 1X, 2X & 16-19;
BLOCK AB, LOT 1X; BLOCK AD, LOT 1X; BLOCK AE, LOT 1X;
BLOCK AF, LOT 1X; BLOCK VV, LOT 1X

30 RESIDENTIAL LOTS
12 HOMEOWNER'S ASSOCIATION (HOA) LOTS
9.250 ACRES OF RIGHT-OF-WAY

BEING 17.082 ACRES OUT OF THE
JOHN M. HERRON SURVEY, ABSTRACT NO. 377,
MARTHA HERRON SURVEY, ABSTRACT NO. 415,
WILLIAM H. HERRON SURVEY, ABSTRACT NO. 380,
& GEORGE JOY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 05/05/2025
CITY PROJECT NUMBER: PLAT-24-005079

Kimley»Horn
FILED:
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	May 2025	063258421	4 OF 4

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

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : David Barton, P.E.

OWNER:
Ramble Investment, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLAT\FP063258421_PHASE 1A.DWG PLOTTED BY: MOORE, ADAM 5/6/2025 2:22 PM LAST SAVED: 5/5/2025 10:43 AM

Approved Revised Sheet 05/12/2025

Notes :

1. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
2. All lots comply with the minimum size requirements of the zoning district.
3. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
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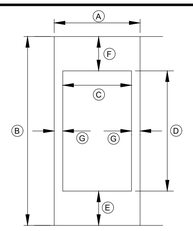
11. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83). Coordinates provided are Grid values. Project Combined Scale Factor (PCF) 0.9998550478.



TYPICAL LOT DIMENSION DETAIL
NTS

SYMBOL	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
◇	40'	115'	30'	80'	15'	20'	5'

REMAINDER OF
TRACT A, PARCEL 1 (CALLED 450.742 ACRES)
RAMBLE INVESTMENT, LP
INST. NO. 20240000093322, O.P.R.C.C.T.

GEORGE JOY SURVEY,
ABSTRACT NO. 488

CALLED 0.0145 ACRES
RAMBLE INVESTMENT, LP
INST. NO. 20240001122890,
O.P.R.C.C.T.

CALLED 0.0022 ACRES
RAMBLE PHASE 1, LLC
INST. NO. 20240001122889,
O.P.R.C.C.T.

CALLED 0.0021 ACRES
RAMBLE INVESTMENT, LP
INST. NO. 20240001122890,
O.P.R.C.C.T.

CALLED 0.0007 ACRES
RAMBLE PHASE 1, LLC
INST. NO. 20240001122889,
O.P.R.C.C.T.

CALLED 50.487 ACRES
PRESTON ACREAGE, L.P. &
SPARTAN TEXAS SIX -
CELINA, LTD.
VOL. 5239, PG. 1060
L.R.C.C.T.

JOHN M. HERRON SURVEY,
ABSTRACT NO. 377

MARTHA HERRON SURVEY
ABSTRACT NO. 415

RAMBLE ADDITION
PHASE 1A
INST. NO.
P.R.C.C.T.

REMAINDER OF CALLED 295.52 ACRES
RAMBLE PHASE I, LLC
INST. NO. 20240000093325, O.P.R.C.C.T.

TEMPORARY CONSTRUCTION EASEMENT INST. NO. O.P.R.C.C.T.

LANDSCAPE & SIDEWALK EASEMENT INST. NO. O.P.R.C.C.T.

30' D.E. INST. NO. O.P.R.C.C.T.

DEED LINE

P.O.B.

COMBINE ROAD
PERIWINKLE DRIVE
ATLAS DRIVE
JUNCTION DRIVE
TRAILRUNNER DRIVE
ALLEY N
WHITETAIL ROAD
ALLEY M
RAMBLE WAY
WISTERIA WAY
FRONTCOUNTRY LANE
LYNN STAMBAUGH PKWY

BLOCK A
BLOCK J
BLOCK K
BLOCK L
BLOCK M
BLOCK N
BLOCK V
LOT 1X
BLOCK AD

MATCHLINE - SHEET No. 2

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S20°22'51"W	15.11'	L61	N24°26'05"E	14.14'
L2	N75°26'21"E	8.92'	L62	S65°33'55"E	14.14'
L3	N89°58'07"E	7.08'	L63	N24°26'05"E	14.14'
L4	S53°05'13"E	20.91'	L64	N65°33'55"W	14.14'
L5	N88°01'10"E	13.33'	L65	N24°26'05"E	14.14'
L6	S44°55'54"E	56.57'	L66	S87°52'11"W	15.81'
L7	N89°55'42"W	29.49'	L67	N50°59'59"E	15.81'
L8	N41°01'53"E	33.22'	L68	S65°33'55"E	14.14'
L9	N89°22'57"E	5.97'	L69	S24°26'05"W	14.14'
L10	N00°37'03"W	50.00'	L70	N87°52'11"E	15.81'
L11	S89°22'57"W	21.95'	L71	N50°59'59"E	15.81'
L12	N45°37'03"W	21.21'	L72	S65°33'55"E	14.14'
L13	S89°22'57"W	50.00'	L73	S65°33'55"E	14.14'
L14	S00°37'03"E	4.00'	L74	S24°26'05"W	14.14'
L15	S17°49'03"W	15.81'	L75	N39°00'01"W	15.81'
L16	S89°22'57"W	67.29'	L76	S02°07'49"E	15.81'
L17	S86°44'14"W	18.00'	L77	S59°00'37"E	15.66'
L18	N27°52'43"W	16.00'	L78	S36°08'52"W	13.16'
L19	S77°58'18"W	50.00'	L79	N33°14'47"E	19.93'
L20	S08°33'48"W	15.83'	L80	N13°33'40"W	24.80'
L21	N20°33'55"W	7.42'	L81	N15°23'54"E	17.34'
L22	S69°26'05"W	18.00'	L82	S19°03'09"E	15.81'
L23	S69°26'05"W	29.16'	L83	N17°49'03"E	15.81'
L24	N39°00'01"W	15.81'	L84	S44°22'57"W	14.14'
L25	S69°26'05"W	50.00'	L85	S19°03'09"E	15.81'
L26	S20°33'55"E	17.00'	L86	S17°49'03"W	15.81'
L27	S24°26'05"W	14.14'	L87	S45°37'03"E	14.14'
L28	S69°26'05"W	30.00'	L88	N89°22'57"E	41.45'
L29	S20°33'55"E	47.00'	L89	N24°26'05"E	0.46'
L30	N46°57'23"W	18.90'	L90	S89°22'57"W	33.85'
L31	S43°02'37"W	50.00'	L91	S69°26'05"W	13.82'
L32	S46°57'23"E	4.00'	L92	N00°04'17"E	34.28'
L33	S28°31'18"E	15.81'	L93	S69°26'05"W	12.87'
L34	S43°02'37"W	56.60'	L94	S69°26'05"W	24.26'
L35	N76°10'24"W	56.36'	L95	S69°26'05"W	23.62'
L36	N07°40'50"W	16.09'	L96	S69°26'05"W	20.46'
L37	N82°13'16"W	50.00'	L97	N00°02'04"W	15.00'
L38	N48°21'40"W	38.45'	L98	S69°26'05"W	22.32'
L39	N76°11'39"E	16.33'	L99	N00°02'04"W	15.00'
L40	S34°27'58"E	4.69'	L100	N89°31'30"E	40.12'
L41	S46°57'23"E	63.85'	L101	N89°22'57"E	41.54'
L42	N00°37'03"W	33.46'	L102	N89°58'07"E	17.07'
L43	N69°26'05"E	56.72'	L103	S89°22'57"W	43.51'
L44	N69°26'05"E	80.17'	L104	S89°22'57"W	43.42'
L45	N78°48'21"E	22.14'	L106	N00°04'17"E	46.11'
L46	S89°58'07"W	17.04'	L107	S89°58'07"W	7.05'
L47	N00°37'03"W	46.47'	L121	N10°36'05"E	25.13'
L48	S44°27'04"E	14.14'	L122	S04°00'02"E	54.05'
L49	S45°32'56"W	14.14'	L123	N04°00'02"W	41.87'
L50	N44°27'04"W	14.14'	L125	S10°36'05"W	29.82'
L51	S45°32'56"E	14.14'	L126	N41°38'20"E	30.38'
L52	N44°27'04"W	14.14'	L127	N02°17'50"E	20.41'
L53	N45°32'56"E	14.14'			
L54	N56°07'08"E	13.31'			
L55	S28°41'14"E	13.61'			
L56	N83°33'17"E	14.81'			
L57	S06°56'48"E	13.31'			
L58	S78°31'57"E	15.37'			
L59	N04°49'21"E	14.31'			
L60	S62°08'51"E	14.96'			

SEE SHEET 1 FOR LINE TABLE
SEE SHEET 3 FOR CURVE TABLE
& LOT DETAIL

VICINITY MAP

N.T.S.

NORTH

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET
MNF	MAG NAIL FOUND
MNS	MAG NAIL SET
XF	"X" CUT FOUND
XS	"X" CUT SET
A.E.	ACCESS EASEMENT
A.U.E.	ACCESS & UTILITY EASEMENT
B.L.	BUILDING LINE
C.E.	COSERV EASEMENT
D.E.	DRAINAGE EASEMENT
D.D.E.	DRAINAGE & DETENTION EASEMENT
F.A.U.E.	FIRELANE, ACCESS & UTILITY EASEMENT
F.E.	FIRELANE EASEMENT
FFE MIN	MINIMUM FINISHED FLOOR ELEV.
H.B.T.E.	HIKE & BIKE TRAIL EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
OF	OPEN FENCE REQUIRED
P.I.E.	PRIVATE IRRIGATION EASEMENT
P.W.M.E.	PRIVATE WALL MAINTENANCE EASEMENT
S.E.	STREET EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.U.E.	SIDEWALK & UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
	STREET NAME CHANGE
*	RESTRICTED DRIVEWAY LOCATION

FINAL PLAT

RAMBLE ADDITION
PHASE 1B

BLOCK A, LOTS 1-14 & 61X-62X; BLOCK J, LOTS 1-16;
BLOCK K, LOTS 1-26; BLOCK L, LOTS 1-17;
BLOCK M, LOTS 12-20; BLOCK N, LOTS 15X & 16-43
BLOCK O, LOTS 1-14 & 19-32; BLOCK P, LOTS 1-15 & 20-35;
BLOCK S, LOTS 1-11; BLOCK T, LOTS 1-13 &
14X & 15-27; BLOCK U, LOTS 1-22;
BLOCK V, LOT 1X; BLOCK WW LOT 1X;

228 RESIDENTIAL LOTS
6 HOMEOWNER'S ASSOCIATION (HOA) LOTS
11.543 ACRES OF RIGHT-OF-WAY

BEING 48.796 ACRES OUT OF THE
JOHN M. HERRON SURVEY, ABSTRACT NO. 377,
MARTHA HERRON SURVEY, ABSTRACT NO. 415,
WILLIAM H. HERRON SURVEY, ABSTRACT NO. 380.
& GEORGE JOY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 05/05/2025
CITY PROJECT NUMBER: PLAT-24-005081

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	GGL	KHA	May 2025	063258421	1 OF 4

FILED:

OWNER:
Ramble Phase I, LLC
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : David Barton, PE

OWNER:
Ramble Investment, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLATS\FP063258421_PHASE 1B.DWG PLOTTED BY: STOVALL, COLSON 5/5/2025 8:43 PM LAST SAVED: 5/5/2025 8:43 PM

Approved Revised Sheet 05/12/2025

REMAINDER OF
TRACT A, PARCEL 1 (CALLED 450.742 ACRES)
RAMBLE INVESTMENT, LP
INST. NO. 20240000009322, O.P.R.C.C.T.

GEORGE JOY SURVEY,
ABSTRACT NO. 488

CALLED 0.0146 ACRES
RAMBLE INVESTMENT, LP
INST. NO. 20240001228890,
O.P.R.C.C.T.

CALLED 0.0593 ACRES
RAMBLE PHASE 1, LLC
INST. NO. 20240001228889,
O.P.R.C.C.T.

REMAINDER OF
TRACT A, PARCEL 1 (CALLED 450.742 ACRES)
RAMBLE INVESTMENT, LP
INST. NO. 20240000009322, O.P.R.C.C.T.

CALLED 0.1292 ACRES
RAMBLE INVESTMENT, LP
INST. NO. 20240001228890,
O.P.R.C.C.T.

CALLED 0.0007 ACRES
RAMBLE INVESTMENT, LP
INST. NO. 20240001228890,
O.P.R.C.C.T.

CALLED 0.0045 ACRES
RAMBLE PHASE 1, LLC
INST. NO. 20240001228889,
O.P.R.C.C.T.

20' WATER EASEMENT
INST. NO.
20211208002484640
O.P.R.C.C.T.

CALLED 40.11 ACRES
N.E. COIT & CR 101, LP
INST. NO.
20081014001224170
O.P.R.C.C.T.

COIT ROAD
INST. NO.
O.P.R.C.C.T.

COUNTY ROAD NO. 97
N. COIT ROAD

GEORGE JOY SURVEY
ABSTRACT NO. 488

MARTHA HERRON SURVEY
ABSTRACT NO. 415

REMAINDER OF CALLED 295.52 ACRES
RAMBLE PHASE I, LLC
INST. NO. 2024000009325, O.P.R.C.C.T.

RAMBLE ADDITION
PHASE 1A
INST. NO.
P.R.C.C.T.

RAMBLE ADDITION
PHASE 1A
INST. NO. 20240000122889
P.R.C.C.T.

REMAINDER OF CALLED 295.52 ACRES
RAMBLE PHASE I, LLC
INST. NO. 2024000009325, O.P.R.C.C.T.

APPROXIMATE LOCATION OF ZONE
"A" PER FEMA FLOOD INSURANCE
RATE MAP (FIRM) No. 48085C0110J,
DATED JUNE 2, 2009

MATCHLINE - SHEET No. 1

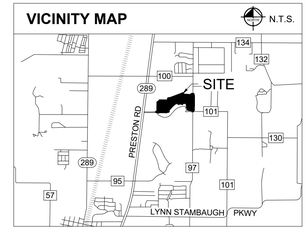
COMBINE ROAD
TRAILRUNNER DRIVE
TRAVERSE DRIVE
DAYHIKE DRIVE
RACCOON DRIVE
POLECAT DRIVE
SAPLING DRIVE
RIVERSTONE DRIVE
CLOVER FERN DRIVE
RAMBLE WAY
TREELINE LANE
LYNN STAMBAUGH PKWY

BLOCK O
BLOCK P
BLOCK S
BLOCK T
BLOCK U
BLOCK N
14X BLOCK T
LOT1X BLOCK WW

ALLEY O
ALLEY P
ALLEY T
ALLEY U
ALLEY N

VICINITY MAP

N.T.S.



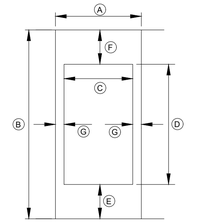
NORTH

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET
MNF	MAG NAIL FOUND
MNS	MAG NAIL SET
XF	"X" CUT FOUND
XS	"X" CUT SET
A.E.	ACCESS EASEMENT
A.U.E.	ACCESS & UTILITY EASEMENT
B.L.	BUILDING LINE
C.E.	COSERV EASEMENT
D.E.	DRAINAGE EASEMENT
D.D.E.	DRAINAGE & DETENTION EASEMENT
F.A.U.E.	FIRELANE, ACCESS & UTILITY EASEMENT
F.E.	FIRELANE EASEMENT
FFE MIN	MINIMUM FINISHED FLOOR ELEV.
H.B.T.E.	HIKE & BIKE TRAIL EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
OF	OPEN FENCE REQUIRED
P.I.E.	PRIVATE IRRIGATION EASEMENT
P.W.M.E.	PRIVATE WALL MAINTENANCE EASEMENT
S.E.	STREET EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.U.E.	SIDEWALK & UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
	STREET NAME CHANGE
*	RESTRICTED DRIVEWAY LOCATION

SYMBOL	A	B	C	D	E	F	G
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
◇	40'	115'	30'	80'	15'	20'	5'



TYPICAL LOT
DIMENSION DETAIL
NTS

SEE SHEET 1 FOR LINE TABLE
SEE SHEET 3 FOR CURVE TABLE & LOT DETAIL

FINAL PLAT

RAMBLE ADDITION
PHASE 1B

BLOCK A, LOTS 1-14 & 61X-62X; BLOCK J, LOTS 1-16;
BLOCK K, LOTS 1-26; BLOCK L, LOTS 1-17;
BLOCK M, LOTS 12-20; BLOCK N, LOTS 15X & 16-43
BLOCK O, LOTS 1-14 & 19-32; BLOCK P, LOTS 1-15 & 20-35;
BLOCK S, LOTS 1-11; BLOCK T, LOTS 1-13 &
14X & 15-27; BLOCK U, LOTS 1-22;
BLOCK V, LOT 1X; BLOCK WW LOT 1X;

228 RESIDENTIAL LOTS
6 HOMEOWNER'S ASSOCIATION (HOA) LOTS
11.543 ACRES OF RIGHT-OF-WAY

BEING 48.796 ACRES OUT OF THE
JOHN M. HERRON SURVEY, ABSTRACT NO. 377,
MARTHA HERRON SURVEY, ABSTRACT NO. 415,
WILLIAM H. HERRON SURVEY, ABSTRACT NO. 380.
& GEORGE JOY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 05/05/2025
CITY PROJECT NUMBER: PLAT-24-005081

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	GGL	KHA	May 2025	063258421	2 OF 4

FILED:

OWNER:
Ramble Phase I, LLC
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

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Ramble Investment, LP
3000 Turtle Creek Blvd.
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Phone: 972-201-2934
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ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
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5/5/2025 8:43 PM LAST SAVED: STOVALL, COLSON 5/5/2025 8:44 PM PLOTTED BY
DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLAT\FP063258421_PHASE 1B.DWG

Approved Revised Sheet 05/12/2025

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 1	0.212	9,251
BLOCK A LOT 2	0.179	7,800
BLOCK A LOT 3	0.179	7,800
BLOCK A LOT 4	0.179	7,800
BLOCK A LOT 5	0.149	6,500
BLOCK A LOT 6	0.149	6,500
BLOCK A LOT 7	0.149	6,500
BLOCK A LOT 8	0.149	6,500
BLOCK A LOT 9	0.149	6,500
BLOCK A LOT 10	0.149	6,500
BLOCK A LOT 11	0.149	6,500
BLOCK A LOT 12	0.149	6,500
BLOCK A LOT 13	0.149	6,500
BLOCK A LOT 14	0.149	6,500
BLOCK A LOT 61X	0.160	6,948
BLOCK J LOT 1	0.166	7,210
BLOCK J LOT 2	0.139	6,050
BLOCK J LOT 3	0.139	6,050
BLOCK J LOT 4	0.139	6,050
BLOCK J LOT 5	0.139	6,050
BLOCK J LOT 6	0.139	6,050
BLOCK J LOT 7	0.139	6,050
BLOCK J LOT 8	0.139	6,050
BLOCK J LOT 9	0.142	6,172
BLOCK J LOT 10	0.147	6,419
BLOCK J LOT 11	0.147	6,413
BLOCK J LOT 12	0.246	10,720
BLOCK J LOT 13	0.297	12,929
BLOCK J LOT 14	0.206	8,972
BLOCK J LOT 15	0.180	7,841
BLOCK J LOT 16	0.240	10,466
BLOCK K LOT 1	0.171	7,428
BLOCK K LOT 2	0.139	6,050
BLOCK K LOT 3	0.139	6,050
BLOCK K LOT 4	0.139	6,050
BLOCK K LOT 5	0.139	6,050
BLOCK K LOT 6	0.139	6,050
BLOCK K LOT 7	0.139	6,050
BLOCK K LOT 8	0.139	6,050
BLOCK K LOT 9	0.176	7,652

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK K LOT 10	0.187	8,126
BLOCK K LOT 11	0.187	8,135
BLOCK K LOT 12	0.232	10,107
BLOCK K LOT 13	0.259	11,276
BLOCK K LOT 14	0.150	6,550
BLOCK K LOT 15	0.150	6,546
BLOCK K LOT 16	0.150	6,550
BLOCK K LOT 17	0.153	6,682
BLOCK K LOT 18	0.143	6,227
BLOCK K LOT 19	0.139	6,050
BLOCK K LOT 20	0.139	6,050
BLOCK K LOT 21	0.139	6,050
BLOCK K LOT 22	0.139	6,050
BLOCK K LOT 23	0.139	6,050
BLOCK K LOT 24	0.139	6,050
BLOCK K LOT 25	0.139	6,050
BLOCK K LOT 26	0.171	7,428
BLOCK L LOT 1	0.166	7,210
BLOCK L LOT 2	0.139	6,050
BLOCK L LOT 3	0.139	6,050
BLOCK L LOT 4	0.139	6,050
BLOCK L LOT 5	0.139	6,050
BLOCK L LOT 6	0.139	6,050
BLOCK L LOT 7	0.160	6,988
BLOCK L LOT 8	0.225	9,804
BLOCK L LOT 9	0.190	8,266
BLOCK L LOT 10	0.283	12,347
BLOCK L LOT 11	0.286	12,451
BLOCK L LOT 12	0.167	7,260
BLOCK L LOT 13	0.139	6,050
BLOCK L LOT 14	0.139	6,050
BLOCK L LOT 15	0.139	6,050
BLOCK L LOT 16	0.139	6,050
BLOCK L LOT 17	0.166	7,210
BLOCK M LOT 12	0.327	14,246
BLOCK M LOT 13	0.227	9,884
BLOCK M LOT 14	0.165	7,193
BLOCK M LOT 15	0.152	6,600
BLOCK M LOT 16	0.152	6,600
BLOCK M LOT 17	0.152	6,600

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK M LOT 18	0.152	6,600
BLOCK M LOT 19	0.151	6,561
BLOCK M LOT 20	0.175	7,620
BLOCK N LOT 15X	0.239	10,420
BLOCK N LOT 16	0.147	6,399
BLOCK N LOT 17	0.117	5,114
BLOCK N LOT 18	0.125	5,427
BLOCK N LOT 19	0.124	5,422
BLOCK N LOT 20	0.116	5,049
BLOCK N LOT 21	0.116	5,049
BLOCK N LOT 22	0.124	5,400
BLOCK N LOT 23	0.127	5,511
BLOCK N LOT 24	0.121	5,271
BLOCK N LOT 25	0.112	4,882
BLOCK N LOT 26	0.146	6,370
BLOCK N LOT 27	0.164	7,160
BLOCK N LOT 28	0.139	6,050
BLOCK N LOT 29	0.139	6,050
BLOCK N LOT 30	0.148	6,442
BLOCK N LOT 31	0.195	8,484
BLOCK N LOT 32	0.211	9,194
BLOCK N LOT 33	0.201	8,735
BLOCK N LOT 34	0.350	15,261
BLOCK N LOT 35	0.187	8,130
BLOCK N LOT 36	0.187	8,166
BLOCK N LOT 37	0.185	8,054
BLOCK N LOT 38	0.165	7,200
BLOCK N LOT 39	0.165	7,200
BLOCK N LOT 40	0.165	7,200
BLOCK N LOT 41	0.165	7,200
BLOCK N LOT 42	0.165	7,200
BLOCK N LOT 43	0.197	8,583
BLOCK O LOT 1	0.131	5,712
BLOCK O LOT 2	0.107	4,640
BLOCK O LOT 3	0.107	4,640
BLOCK O LOT 4	0.107	4,640
BLOCK O LOT 5	0.107	4,640
BLOCK O LOT 6	0.107	4,640
BLOCK O LOT 7	0.107	4,640
BLOCK O LOT 8	0.107	4,640

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK O LOT 9	0.107	4,640
BLOCK O LOT 10	0.107	4,640
BLOCK O LOT 11	0.107	4,640
BLOCK O LOT 12	0.107	4,640
BLOCK O LOT 13	0.107	4,640
BLOCK O LOT 14	0.151	6,593
BLOCK O LOT 19	0.187	8,128
BLOCK O LOT 20	0.110	4,800
BLOCK O LOT 21	0.110	4,800
BLOCK O LOT 22	0.110	4,800
BLOCK O LOT 23	0.110	4,800
BLOCK O LOT 24	0.110	4,800
BLOCK O LOT 25	0.110	4,800
BLOCK O LOT 26	0.110	4,800
BLOCK O LOT 27	0.110	4,800
BLOCK O LOT 28	0.110	4,800
BLOCK O LOT 29	0.110	4,800
BLOCK O LOT 30	0.110	4,800
BLOCK O LOT 31	0.110	4,800
BLOCK O LOT 32	0.136	5,912
BLOCK P LOT 1	0.131	5,712
BLOCK P LOT 2	0.107	4,640
BLOCK P LOT 3	0.107	4,640
BLOCK P LOT 4	0.107	4,640
BLOCK P LOT 5	0.107	4,640
BLOCK P LOT 6	0.107	4,640
BLOCK P LOT 7	0.107	4,640
BLOCK P LOT 8	0.107	4,640
BLOCK P LOT 9	0.107	4,640
BLOCK P LOT 10	0.107	4,640
BLOCK P LOT 11	0.107	4,640
BLOCK P LOT 12	0.107	4,640
BLOCK P LOT 13	0.107	4,640
BLOCK P LOT 14	0.107	4,644
BLOCK P LOT 15	0.161	7,001
BLOCK P LOT 20	0.134	5,855
BLOCK P LOT 21	0.137	5,984
BLOCK P LOT 22	0.107	4,640
BLOCK P LOT 23	0.107	4,640
BLOCK P LOT 24	0.107	4,640

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK P LOT 25	0.107	4,640
BLOCK P LOT 26	0.107	4,640
BLOCK P LOT 27	0.107	4,640
BLOCK P LOT 28	0.107	4,640
BLOCK P LOT 29	0.107	4,640
BLOCK P LOT 30	0.107	4,640
BLOCK P LOT 31	0.107	4,640
BLOCK P LOT 32	0.107	4,640
BLOCK P LOT 33	0.107	4,640
BLOCK P LOT 34	0.107	4,640
BLOCK P LOT 35	0.131	5,712
BLOCK S LOT 1	0.185	8,050
BLOCK S LOT 2	0.189	8,224
BLOCK S LOT 3	0.207	9,013
BLOCK S LOT 4	0.169	7,381
BLOCK S LOT 5	0.164	7,130
BLOCK S LOT 6	0.158	6,879
BLOCK S LOT 7	0.152	6,628
BLOCK S LOT 8	0.146	6,377
BLOCK S LOT 9	0.141	6,126
BLOCK S LOT 10	0.138	6,000
BLOCK S LOT 11	0.194	8,472
BLOCK T LOT 1	0.172	7,507
BLOCK T LOT 2	0.107	4,640
BLOCK T LOT 3	0.107	4,640
BLOCK T LOT 4	0.107	4,640
BLOCK T LOT 5	0.107	4,640
BLOCK T LOT 6	0.107	4,640
BLOCK T LOT 7	0.107	4,640
BLOCK T LOT 8	0.107	4,640
BLOCK T LOT 9	0.107	4,640
BLOCK T LOT 10	0.107	4,640
BLOCK T LOT 11	0.107	4,640
BLOCK T LOT 12	0.107	4,640
BLOCK T LOT 13	0.107	4,640
BLOCK T LOT 14X	0.875	38,136
BLOCK T LOT 15	0.168	7,303
BLOCK T LOT 16	0.111	4,840
BLOCK T LOT 17	0.114	4,960
BLOCK T LOT 18	0.114	4,960

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK T LOT 19	0.114	4,960
BLOCK T LOT 20	0.114	4,960
BLOCK T LOT 21	0.114	4,960
BLOCK T LOT 22	0.114	4,960
BLOCK T LOT 23	0.114	4,960
BLOCK T LOT 24	0.114	4,960
BLOCK T LOT 25	0.114	4,960
BLOCK T LOT 26	0.133	5,804
BLOCK T LOT 27	0.208	9,041
BLOCK U LOT 1	0.135	5,900
BLOCK U LOT 2	0.111	4,840
BLOCK U LOT 3	0.111	4,840
BLOCK U LOT 4	0.111	4,840
BLOCK U LOT 5	0.111	4,840
BLOCK U LOT 6	0.111	4,840
BLOCK U LOT 7	0.111	4,840
BLOCK U LOT 8	0.111	4,840
BLOCK U LOT 9	0.111	4,840
BLOCK U LOT 10	0.111	4,840
BLOCK U LOT 11	0.137	5,963
BLOCK U LOT 12	0.131	5,713
BLOCK U LOT 13	0.107	4,640
BLOCK U LOT 14	0.107	4,640
BLOCK U LOT 15	0.107	4,640
BLOCK U LOT 16	0.107	4,640
BLOCK U LOT 17	0.107	4,640
BLOCK U LOT 18	0.107	4,640
BLOCK U LOT 19	0.107	4,640
BLOCK U LOT 20	0.107	4,640
BLOCK U LOT 21	0.107	4,640
BLOCK U LOT 22	0.135	5,861
BLOCK V LOT 1X	0.015	652
BLOCK WW LOT 1X	3.754	163,532
ROW DEDICATION	11.543	502,832

RAMBLE TRACT A PHASE 1 LOT SUMMARY			
Land Usage Acreage Summary	ACRES (AC)		
Right of Way (ROW)	45.79	17%	
Flex Tract	3.75	1%	
Open Space (HOA)	13.99	5%	
Municipal Management District (MMD)	95.99	35%	
Net Residential Area	117.71	42%	
Total	277.24	100%	
Gross Residential Density	2.29	Units/AC	
Open Space Acreage Summary			
Open Space, Detention, Floodplain & MMD	109.98		
Area (Net of ROW & Flex Tract)	227.69		
Total Percentage of Open Space	48%		
Ramble Tract A Phase 1 Lot Summar	**LEGEND**		
60' x 120'	△	137	21.6%
74' x 130'	⬭	94	14.8%
50' x 120'	○	234	36.9%
40' x 115'	◇	129	20.3%
74' x 130'	□	24	3.8%
84' x 130'	⬠	10	1.6%
VARIES x VARIES	✡	6	0.9%
Total Lots		634	100.0%
Density Summary (Units per Acre)			
Gross Density		2.29	
Net of ROW		2.74	
Phase 1A Lot Summary	**LEGEND**		
60' x 120'	△	3	10.0%
74' x 130'	⬭	12	40.0%
50' x 120'	○	4	13.3%
40' x 115'	◇	11	36.7%
Total Phase 1A Lots		30	100.0%
Phase 1B Lot Summary	**LEGEND**		
60' x 120'	△	32	14.0%
50' x 120'	○	78	34.2%
40' x 115'	◇	118	51.8%
Total Phase 1B Lots		228	100.0%
Phase 1C Lot Summary	**LEGEND**		
60' x 120'	△	45	20.1%
74' x 130'	⬭	3	1.3%
50' x 120'	○	152	67.9%
74' x 130'	□	24	10.7%
Total Phase 1C Lots		224	100.0%
Phase 1D Lot Summary	**LEGEND**		
60' x 120'	△	57	37.5%
74' x 130'	⬭	79	52.0%
84' x 130'	⬠	10	6.6%
VARIES x VARIES	✡	6	3.9%
Total Phase 1D Lots		152	100.0%

FINAL PLAT

RAMBLE ADDITION
PHASE 1B

BLOCK A, LOTS 1-14 & 61X-62X; BLOCK J, LOTS 1-16;
BLOCK K, LOTS 1-26; BLOCK L, LOTS 1-17;
BLOCK M, LOTS 12-20; BLOCK N, LOTS 15X & 16-43
BLOCK O, LOTS 1-14 & 19-32; BLOCK P, LOTS 1-15 & 20-35;
BLOCK S, LOTS 1-11; BLOCK T, LOTS 1-13 &
14X & 15-27; BLOCK U, LOTS 1-22;
BLOCK V, LOT 1X; BLOCK WW LOT 1X;

228 RESIDENTIAL LOTS
6 HOMEOWNER'S ASSOCIATION (HOA) LOTS
11.543 ACRES OF RIGHT-OF-WAY

BEING 48.796 ACRES OUT OF THE
JOHN M. HERRON SURVEY, ABSTRACT NO. 377,
MARTHA HERRON SURVEY, ABSTRACT NO. 415,
WILLIAM H. HERRON SURVEY, ABSTRACT NO. 380.
& GEORGE JOY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 05/05/2025
CITY PROJECT NUMBER: PLAT-24-005081

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

	Drawn by	Checked by	Date	Project No.	Sheet No.
	GGL	KHA	May 2025	063258421	3 OF 4

FILED:

OWNER:
Ramble Phase I, LLC
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
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DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CEL\NAD\WSP\LATSFP\063258421_PHASE 1B.DWG PLOTTED BY STOVALL, COLSON 5/6/2025 6:44 PM LAST SAVED 5/6/2025 6:43 PM

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS RAMBLE PHASE I, LLC, is the sole owner of a tract of land situated in the John M. Herron Survey, Abstract No. 377, the Martha Herron Survey, Abstract No. 415, the William H. Herron Survey, Abstract No. 380, and the George Joy Survey, Abstract No. 488, Collin County, Texas, and being a portion of a called 295.52-acre tract of land described in a deed to Ramble Phase I, LLC, recorded in Instrument No. 20240000009325, said Official Public Records, and being all of a called 0.0007-acre tract of land, all of a called 0.0022-acre tract of land, and all of a called 0.0593-acre tract of land, described in a deed to Ramble Phase 1, LLC, recorded in Instrument No. 20240001228889, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southeast corner of the called 50.487-acre tract of land described in a deed to Preston acreage, L.P. & Spartan Texas Six - Celina, Ltd., recorded in volume 5239, Page 1060, Land Records, Collin County, Texas, common to an angle point in the westerly line of said 295.52-acre tract;

THENCE North 00°32'56" East, along the common line of said 50.487-acre tract and said 295.52-acre tract, a distance of 697.57 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for a northwest corner of said 295.52-acre tract;

THENCE South 89°27'04" East, departing said common line and along the northerly line of said 295.52-acre tract, a distance of 130.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 00°32'57" East, continuing along said northerly line, a distance of 114.96 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE South 89°27'04" East, continuing along said northerly line, passing at a distance of 509.57 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost corner of the aforementioned 0.0007-acre tract, and continuing along the same course and along the northerly line of said 0.0007-acre tract, for a total distance of 512.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE South 85°34'23" East, continuing along the northerly line of said 0.0007-acre tract, a distance of 57.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE South 81°17'46" East, continuing along said northerly line, passing at a distance of 14.11 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost corner of said 0.0007-acre tract, common to the easternmost corner of a called 0.021-acre tract of land described in a deed to Ramble Investment, LP, recorded in Instrument No. 20240000122890, said Official Public Records, and continuing along the same course and along the southerly line of said 0.0021-acre tract, for a total distance of 57.91 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 67°24'49" East, continuing along the southerly line of said 0.0021-acre tract, a distance of 49.29 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southeast corner of said 0.0021-acre tract;

THENCE North 20°33'55" West, along the easterly line of said 0.0021-acre tract, passing at a distance of 0.06 feet the northeast corner of said 0.0021-acre tract, common to the southwest corner of the aforementioned 0.0022-acre tract, and continuing along the same course and along the westerly line of said 0.022-acre tract, for a total distance of 109.98 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 07°51'41" East, continuing along the westerly line of said 0.0022-acre tract, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said 0.0022-acre tract, same being the beginning of a non-tangent curve to the left with a radius of 275.00 feet, a central angle of 28°25'34", and a chord bearing and distance of North 83°38'55" East, 135.04 feet;

THENCE in an easterly direction, along the northerly line of said 0.0022-acre tract and with said non-tangent curve to the left, passing at an arc distance of 0.59 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northeast corner of said 0.0022-acre tract, common to an angle point in the northerly line of the aforementioned 295.52-acre tract, and continuing along the same arc and along the northerly line of said 295.52-acre tract, passing at an arc distance of 92.13 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost corner of a called 0.0145-acre tract of land described in a deed to Ramble Investment, LP, recorded in Inst. No. 20240001228890, said Official Public Records, common to an angle point in the northerly line of said 295.52-acre tract, and continuing along the same arc and departing the northerly line of said 295.52-acre tract and along the southerly line of said 0.0145-acre tract, for a total arc distance of 136.44 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 69°26'05" East, continuing along the southerly line of said 0.0145-acre tract, passing at a distance of 25.89 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost corner of said 0.0145-acre tract, common to an angle point in the northerly line of said 295.52-acre tract, and continuing along the same course and along the northerly line of said 295.52-acre tract, passing at a distance of 908.29 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for an angle point in the northerly line of said 295.52-acre tract, common to the westernmost corner of a called 0.0146-acre tract of land described in a deed to Ramble Investment, LP, recorded in Instrument No. 20240001228890, said Official Public Records, and continuing along the same course and along the southerly line of said 0.0146-acre tract, for a total distance of 934.48 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 225.00 feet, a central angle of 11°11'24", and a chord bearing and distance of North 63°50'23" East, 43.87 feet;

THENCE in an easterly direction, continuing along the southerly line of said 0.0146-acre tract and with said tangent curve to the left, an arc distance of 43.94 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost corner of said 0.0146-acre tract, common to an angle point in the northerly line of said 295.52-acre tract;

THENCE along the northerly line of said 295.52-acre tract the following courses and distances:

South 31°45'19" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 59°15'59" West, a distance of 9.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 20°22'51" West, a distance of 15.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 20°33'55" East, a distance of 116.55 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost corner of the aforementioned 0.0593-acre tract of land;

THENCE North 65°28'47" East, departing said northerly line and along the northerly line of said 0.0593-acre tract, a distance of 164.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE South 84°52'49" East, continuing along the northerly line of said 0.0593-acre tract, passing at a distance of 247.60 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost corner of said 0.0593-acre tract, common to the westernmost corner of a called 0.1292-acre tract of land described in a deed to Ramble Investment, LP, recorded in Instrument No._____, said Official Public Records, and continuing along the same course and long the southerly line of said 0.1292-acre tract, a distance of 344.34 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE continuing along the southerly line of said 0.1292-acre tract the following courses and distances:

North 89°22'57" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 75°26'21" East, a distance of 8.92 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 525.00 feet, a central angle of 08°50'56", and a chord bearing and distance of North 10°08'11" West, 81.00 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 81.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 84°17'17" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost southeast corner of said 0.1292-acre tract, same being on the northerly line of said 295.52-acre tract, same also being at the beginning of a non-tangent curve to the left with a radius of 475.00 feet, a central angle of 00°39'31", and a chord bearing and distance of South 06°02'28" East, 5.46 feet;

THENCE in a southerly direction, along the northerly line of said 295.52-acre tract and with said non-tangent curve to the left, passing at an arc distance of 4.68 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for an angle point in said northerly line, common to the northwest corner of a called 0.0007-acre tract of land described in a deed to Ramble Investment, LP, recorded in Instrument No. 20240001228890, said Official Public Records, and continuing along the same arc and along the westerly line of said 0.0007-acre tract, for a total arc distance of 5.46 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said 0.0007-acre tract;

THENCE South 53°05'13" East, along the southerly line of said 0.0007-acre tract, a distance of 20.91 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of 03°39'29", and a chord bearing and distance of North 84°29'35" East, 17.55 feet;

THENCE in an easterly direction, continuing along said southerly line and with said non-tangent curve to the right, an arc distance of 17.56 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southeast corner of said 0.0007-acre tract same being an angle point in the westerly right-of-way line of Coit Road (also known as County Road No. 97)(variable width public right-of-way);

THENCE along said westerly right-of-way line the following courses and distances:

South 03°40'40" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 88°01'10" East, a distance of 13.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 44°55'54" East, a distance of 56.57 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 00°04'17" West, a distance of 746.80 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 03°50'45" West, a distance of 151.90 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 00°04'18" West, a distance of 167.66 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 30.00 feet, a central angle of 47°49'22", and a chord bearing and distance of South 23°58'59" West, 24.32 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 25.04 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a compound curve to the right with a radius of 139.00 feet, a central angle of 29°10'28", and a chord bearing and distance of South 62°28'54" West, 70.02 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 70.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a compound curve to the right with a radius of 100.00 feet, a central angle of 13°00'10", and a chord bearing and distance of South 83°34'13" West, 22.65 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 22.69 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 89°55'42" West, a distance of 29.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost northeast corner of Ramble Addition Phase 1A, an addition to the Collin County, Texas, according to the plat thereof recorded in Instrument No. _____, Plat Records, Collin County, Texas, same being at the beginning of a tangent curve to the right with a radius of 470.00 feet, a central angle of 13°14'48", and a chord bearing and distance of North 83°18'18" West, 108.42 feet;

THENCE along the easterly and northerly lines of said Ramble Addition Phase 1A the following courses and distances:

In a westerly direction, with said tangent curve to the right, an arc distance of 108.66 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 76°40'54" West, a distance of 80.69 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 380.00 feet, a central angle of 11°02'29", and a chord bearing and distance of North 82°12'08" West, 73.12 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 73.23 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 52.50 feet, a central angle of 40°59'59", and a chord bearing and distance of North 67°13'23" West, 36.77 feet;

In a westerly direction, with said reverse curve to the right, an arc distance of 37.57 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the left with a radius of 69.00 feet, a central angle of 12°27'19", and a chord bearing and distance of North 52°57'03" West, 14.97 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 15.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 52.50 feet, a central angle of 43°16'07", and a chord bearing and distance of North 37°32'39" West, 38.71 feet;

In a northerly direction, with said reverse curve to the right, an arc distance of 39.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the left with a radius of 380.00 feet, a central angle of 04°21'45", and a chord bearing and distance of North 18°05'28" West, 28.93 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 28.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 20°16'21" West, a distance of 159.28 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 320.00 feet, a central angle of 10°41'52", and a chord bearing and distance of North 14°55'24" West, 59.66 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 59.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 41°01'53" East, a distance of 33.22 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 89°22'57" East, a distance of 5.97 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°37'03" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°22'57" West, a distance of 21.95 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 45°37'03" West, a distance of 21.21 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°37'03" West, a distance of 143.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°22'57" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 00°37'03" East, a distance of 4.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 17°49'03" West, a distance of 15.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°22'57" West, a distance of 67.29 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 88°01'03", and a chord bearing and distance of North 46°36'31" West, 55.58 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 61.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left with a radius of 142.23 feet, a central angle of 00°44'28", and a chord bearing and distance of North 02°55'53" West, 1.84 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 1.84 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 86°44'14" West, a distance of 18.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 40.00 feet, a central angle of 89°09'48", and a chord bearing and distance of South 41°19'08" West, 56.15 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 62.25 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the left with a radius of 1,164.00 feet, a central angle of 03°11'20", and a chord bearing and distance of South 84°18'22" West, 64.78 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 64.79 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 27°52'43" West, a distance of 16.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left with a radius of 325.00 feet, a central angle of 01°03'50", and a chord bearing and distance of North 11°29'47" West, 6.03 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 6.03 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 77°58'18" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of 00°39'51", and a chord bearing and distance of South 11°41'47" East, 3.19 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 3.19 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 08°33'48" West, a distance of 15.83 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left with a radius of 1,164.00 feet, a central angle of 03°39'13", and a chord bearing and distance of South 77°55'52" West, 74.22 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 74.23 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 40.00 feet, a central angle of 83°19'49", and a chord bearing and distance of North 62°13'50" West, 53.18 feet;

In a westerly direction, with said reverse curve to the right, an arc distance of 58.18 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 20°33'55" West, a distance of 7.42 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 69°26'05" West, a distance of 18.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 40.00 feet, a central angle of 91°59'29", and a chord bearing and distance of South 25°25'50" West, 57.54 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 64.22 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the left with a radius of 1,164.00 feet, a central angle of 01°59'29", and a chord bearing and distance of South 70°25'50" West, 40.45 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 40.46 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 69°26'05" West, a distance of 29.16 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 39°00'01" West, a distance of 15.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 20°33'55" West, a distance of 122.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 69°26'05" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 20°33'55" East, a distance of 17.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 24°26'05" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 69°26'05" West, a distance of 120.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 17.00 feet, a central angle of 90°00'00", and a chord bearing and distance of North 65°33'55" West, 24.04 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 26.70 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 69°26'05" West, a distance of 30.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 20°33'55" East, a distance of 47.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 49°26'03" West, a distance of 209.87 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 41°23'15" West, a distance of 75.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 41°19'21" West, a distance of 373.62 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 46°57'23" West, a distance of 18.90 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 43°02'37" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 46°57'23" East, a distance of 4.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 28°31'18" East, a distance of 15.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 43°02'37" West, a distance of 56.60 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 91.00 feet, a central angle of 47°30'20", and a chord bearing and distance of South 66°47'46" West, 73.31 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 75.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 89°27'04" West, a distance of 361.44 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 191.00 feet, a central angle of 13°16'40", and a chord bearing and distance of North 82°48'44" West, 44.16 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 44.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 76°10'24" West, a distance of 56.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 07°40'50" West, a distance of 16.09 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left with a radius of 275.00 feet, a central angle of 01°02'49", and a chord bearing and distance of North 08°18'09" East, 5.03 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 5.03 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 82°13'16" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 225.00 feet, a central angle of 11°14'45", and a chord bearing and distance of South 13°24'07" West, 44.09 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 44.16 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a compound curve to the right with a radius of 52.50 feet, a central angle of 61°01'35", and a chord bearing and distance of South 49°32'17" West, 53.31 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 55.92 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 52.50 feet, a central angle of 44°11'29", and a chord bearing and distance of North 70°27'24" West, 39.50 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 40.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 48°21'40" West, a distance of 38.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 450.00 feet, a central angle of 15°53'44", and a chord bearing and distance of North 56°18'31" West, 124.44 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 124.84 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for a northwest corner of said Ramble Addition Phase 1A, same being on the northerly line of the aforementioned 295.52-acre tract, same also being on the southerly line of the aforementioned 50.487-acre tract;

THENCE North 89°54'07" East, departing the northerly line of said Ramble Addition Phase 1A and along the common line of said 295.52-acre tract and said 50.487-acre tract, a distance of 92.35 feet to the **POINT OF BEGINNING** and containing 2,125,549 square feet or 48.796 acres of land, more or less.

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°02'36"	275.00'	9.81'	S59°15'59"W	9.81'
C2	3°39'29"	275.00'	17.56'	N84°29'35"E	17.55'
C3	13°14'48"	470.00'	108.66'	N83°18'18"W	108.42'
C4	11°02'29"	380.00'	73.23'	N82°12'08"W	73.12'
C5	40°59'59"	52.50'	37.57'	N67°13'23"W	36.77'
C6	12°27'19"	69.00'	15.00'	N52°57'03"W	14.97'
C7	43°16'07"	52.50'	39.65'	N37°32'39"W	38.71'
C8	4°21'45"	380.00'	28.93'	N18°05'28"W	28.93'
C9	10°41'52"	320.00'	59.75'	N14°55'24"W	59.66'
C10	88°01'03"	40.00'	61.45'	N46°36'31"W	55.58'
C11	0°44'28"	142.23'	1.84'	N02°55'53"W	1.84'
C12	89°09'48"	40.00'	62.25'	S41°19'08"W	56.15'
C13	3°11'20"	1164.00'	64.79'	S84°18'22"W	64.78'
C14	1°03'50"	325.00'	6.03'	N11°29'47"W	6.03'
C15	0°39'51"	275.00'	3.19'	S11°41'47"E	3.19'
C16	3°39'13"	1164.00'	74.23'	S77°55'52"W	74.22'
C17	83°19'49"	40.00'	58.18'	N62°13'50"W	53.18'
C18	91°59'29"	40.00'	64.22'	S25°25'50"W	57.54'
C19	90°00'00"	17.00'	26.70'	N65°33'55"W	24.04'
C20	47°30'20"	91.00'	75.45'	S66°47'46"W	73.31'
C21	13°16'40"	191.00'	44.26'	N82°48'44"W	44.16'
C22	11°14'45"	225.00'	44.16'	S13°24'07"W	44.09'
C23	61°01'35"	52.50'	55.92'	S49°32'17"W	53.31'
C24	44°11'29"	52.50'	40.49'	N70°27'24"W	39.50'
C25	15°53'44"	450.00'	124.84'	N56°18'31"W	124.44'
C26	1°59'29"	1164.00'	40.46'	S70°25'50"W	40.45'
C27	27°23'16"	592.00'	282.98'	N75°45'26"W	280.29'
C28	40°30'51"	300.00'	212.13'	N69°11'38"W	207.74'
C29	49°13'35"	250.00'	214.79'	N65°56'09"E	208.25'
C30	61°53'16"	350.00'	378.05'	N10°22'43"E	359.94'
C31	12°29'25"	300.00'	65.40'	S40°42'41"E	65.27'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C32	28°25'36"	300.00'	148.84'	N83°38'53"E	147.32'
C33	2°01'14"	250.00'	8.82'	N68°25'28"E	8.82'
C34	11°11'24"	250.00'	48.83'	N63°50'23"E	48.75'
C35	26°38'31"	69.50'	32.32'	N77°59'47"E	32.03'
C36	2°47'59"	225.00'	10.99'	S84°55'20"W	10.99'
C37	6°32'27"	40.50'	4.62'	S10°17'27"E	4.62'
C38	19°56'52"	250.00'	87.04'	N10°35'29"W	86.60'
C39	12°29'09"	250.00'	54.48'	S83°08'23"W	54.37'
C40	19°56'52"	100.00'	34.82'	S79°24'31"W	34.64'
C41	19°56'52"	250.00'	87.04'	S79°24'31"W	86.60'
C42	8°32'13"	300.00'	44.70'	N16°17'49"W	44.66'
C43	17°18'09"	150.00'	45.30'	N11°54'50"W	45.13'
C44	89°18'40"	49.00'	76.38'	N44°43'37"E	68.88'
C45	45°17'04"	100.00'	79.04'	N22°34'15"W	77.00'
C46	16°29'52"	300.00'	86.38'	N08°51'59"W	86.08'
C47	10°22'51"	500.00'	90.59'	S10°54'08"E	90.47'
C48	7°30'59"	250.00'	32.80'	S82°33'50"W	32.77'
C49	14°49'08"	300.00'	77.59'	S69°28'22"E	77.38'
C50	7°13'48"	250.00'	31.55'	N04°09'50"E	31.53'
C51	18°28'33"	225.00'	72.55'	N09°47'13"E	72.24'
C52	8°16'37"	275.00'	39.73'	N04°41'15"E	39.69'
C53	38°30'47"	69.50'	46.72'	N05°41'44"E	45.84'
C54	134°19'13"	2.00'	4.69'	S76°10'00"W	3.69'
C55	175°06'20"	50.00'	152.81'	N13°07'04"E	99.91'
C56	134°19'13"	2.00'	4.69'	S49°55'52"E	3.69'
C57	11°11'24"	225.00'	43.94'	N63°50'23"E	43.87'
C58	90°00'00"	17.00'	26.70'	N65°33'55"W	24.04'
C59	1°02'49"	275.00'	5.03'	N08°18'09"E	5.03'
C60	89°46'51"	20.50'	32.12'	S44°29'32"W	28.94'
C61	47°49'22"	30.00'	25.04'	N23°58'59"E	24.32'
C62	29°10'28"	139.00'	70.78'	N62°28'54"E	70.02'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C63	13°00'10"	100.00'	22.69'	N83°34'13"E	22.65'
C64	8°48'25"	81.00'	12.45'	N25°24'29"E	12.44'
C65	30°21'11"	79.00'	41.85'	S14°38'06"W	41.36'
C66	14°23'05"	294.00'	73.81'	S07°44'02"E	73.62'
C67	2°12'45"	256.00'	9.89'	N13°49'12"W	9.88'
C68	6°23'12"	850.73'	94.83'	N10°23'01"W	94.78'
C69	4°55'14"	850.73'	73.06'	N09°47'36"E	73.04'
C70	24°34'49"	324.00'	139.00'	S00°06'11"W	137.93'
C71	12°27'15"	69.00'	15.00'	N22°41'49"E	14.97'
C72	23°29'21"	292.00'	119.71'	N00°26'34"W	118.87'
C73	24°38'42"	294.00'	126.46'	S01°01'14"E	125.49'
C74	23°02'37"	5.00'	2.01'	N76°03'06"E	2.00'
C75	25°34'23"	306.00'	136.58'	S01°29'05"E	135.45'
C76	23°29'21"	280.00'	114.79'	N00°26'34"W	113.99'
C77	24°34'39"	336.00'	144.13'	S00°06'06"W	143.03'
C78	5°54'22"	838.71'	86.45'	N09°18'00"E	86.42'
C79	23°19'38"	5.00'	2.04'	N42°05'02"W	2.02'
C80	10°01'27"	5.00'	0.87'	N47°30'02"E	0.87'
C81	19°05'57"	838.71'	279.58'	N04°02'02"W	278.29'
C82	2°13'58"	244.00'	9.51'	N13°48'35"W	9.51'
C83	2°15'23"	306.00'	12.05'	S13°47'53"E	12.05'
C84	10°04'16"	72.50'	12.74'	N29°23'49"E	12.73'
C85	39°15'06"	34.00'	23.29'	S43°59'14"W	22.84'
C86	66°34'03"	5.00'	5.81'	N83°06'12"W	5.49'
C87	52°01'19"	5.00'	4.54'	N52°08'51"E	4.39'
C88	14°32'44"	10.00'	2.54'	S70°53'09"W	2.53'
C89	90°00'00"	16.50'	25.92'	S45°37'03"E	23.33'
C90	27°11'30"	40.50'	15.69'	N79°31'18"W	15.59'
C91	55°52'44"	6.50'	6.34'	S26°32'42"E	6.09'
C92	55°52'44"	6.50'	6.34'	S52°46'50"W	6.09'
C93	0°39'31"	475.00'	5.46'	S06°02'28"E	5.46'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C100	5°13'59"	38.24'	3.49'	S61°02'51"W	3.49'
C101	127°41'47"	3.00'	6.69'	S57°40'10"E	5.39'
C102	64°10'29"	82.50'	92.40'	S07°20'08"E	87.65'
C103	0°46'47"	224.50'	3.06'	N39°01'58"W	3.06'
C104	32°10'39"	224.50'	126.08'	N20°57'02"W	124.43'
C105	8°20'43"	137.50'	20.03'	S09°02'04"E	20.01'
C106	22°30'08"	137.50'	54.00'	S26°58'22"E	53.66'
C107	25°26'08"	142.50'	63.26'	N25°30'22"W	62.74'
C108	8°39'55"	142.50'	21.55'	N06°00'46"W	21.53'
C109	59°04'53"	57.50'	59.29'	S31°13'15"E	56.70'
C110	23°08'43"	45.50'	18.38'	N49°11'20"W	18.26'
C111	32°13'53"	40.50'	22.78'	N44°38'46"W	22.48'
C112	59°04'53"	62.50'	64.45'	S31°13'15"E	61.63'
C113	36°32'37"	137.50'	87.70'	N19°57'07"W	86.22'
C114	33°21'44"	142.50'	82.97'	S21°32'34"E	81.81'
C115	34°33'39"	219.50'	132.40'	N22°08'32"W	130.40'
C116	63°51'27"	87.50'	97.52'	S07°29'38"E	92.55'
C117	10°28'18"	306.00'	55.93'	S05°46'39"E	55.85'
C118	24°46'53"	91.00'	39.36'	S11°50'57"W	39.05'
C119	66°54'56"	5.00'	5.84'	N47°01'20"W	5.51'
C120	39°29'00"	32.98'	22.72'	S60°44'18"E	22.28'
C121	11°03'08"	83.00'	16.01'	N46°31'21"W	15.99'
C122	13°16'37"	88.00'	20.39'	N47°38'06"W	20.35'
C123	51°25'48"	27.98'	25.11'	S66°42'42"E	24.28'
C132	18°41'48"	418.00'	136.40'	N53°39'41"W	135.80'
C133	59°50'09"

RAMBLE TRACT A PHASE 1 LOT SUMMARY		
Land Usage Acreage Summary	ACRES (AC)	
Right of Way (ROW)	45.79	17%
Flex Tract	3.75	1%
Open Space (HOA)	13.99	5%
Municipal Management District (MMD)	95.99	35%
Net Residential Area	117.71	42%
Total	277.24	100%
Gross Residential Density	2.29	Units/AC

Open Space Acreage Summary	
Open Space, Detention, Floodplain & MMD	109.98
Area (Net of ROW & Flex Tract)	227.69
Total Percentage of Open Space	48%

Ramble Tract A Phase 1 Lot Summar	LEGEND		
60' x 120'	△	137	21.6%
74' x 130'	⬭	94	14.8%
50' x 120'	○	234	36.9%
40' x 115'	◇	129	20.3%
74' x 130'	□	24	3.8%
84' x 130'	⬠	10	1.6%
VARIES x VARIES	✡	6	0.9%
Total Lots		634	100.0%

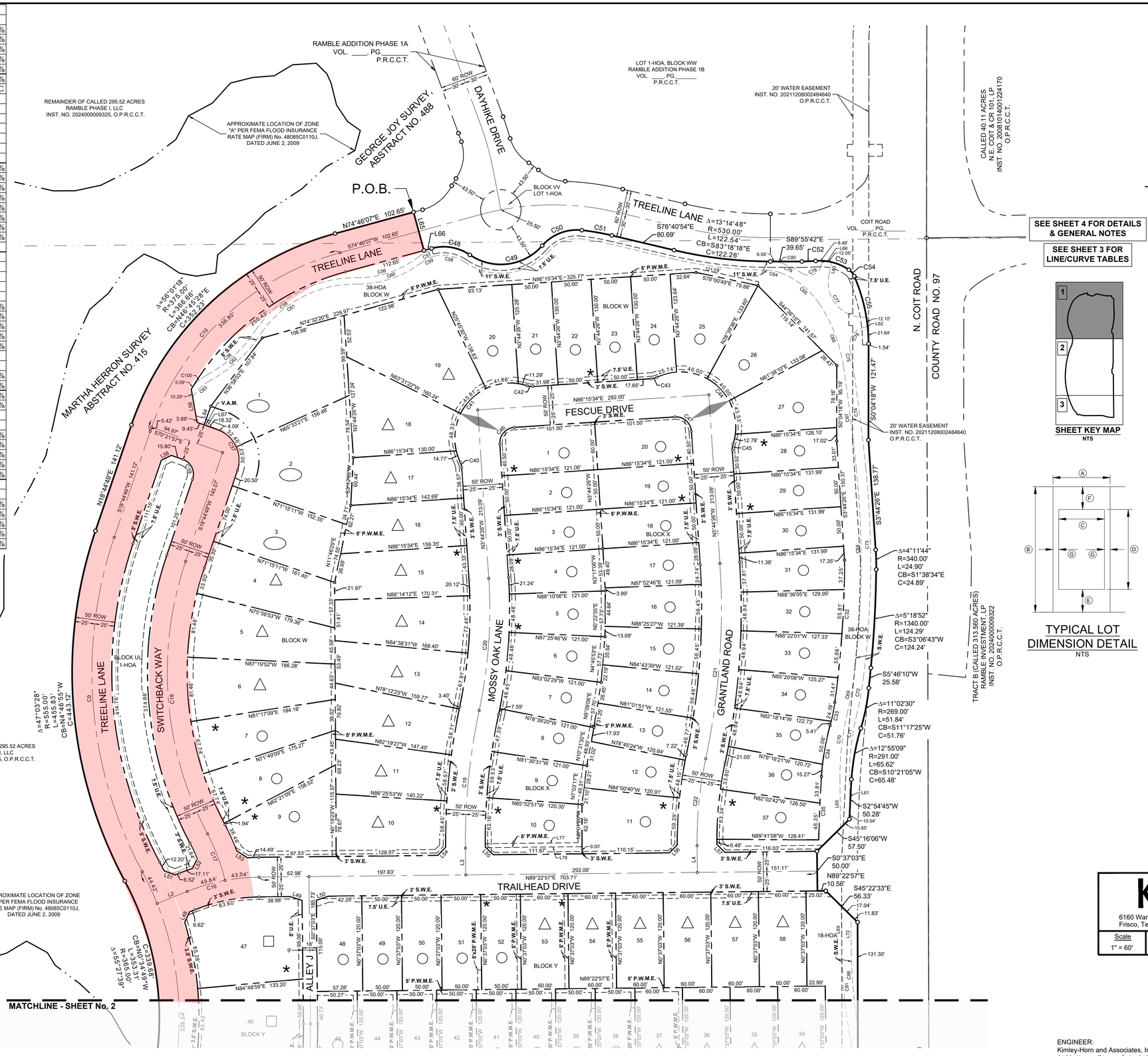
Density Summary (Units per Acre)	
Gross Density	2.29
Net of ROW	2.74

Phase 1A Lot Summary	LEGEND		
60' x 120'	△	3	10.0%
74' x 130'	⬭	12	40.0%
50' x 120'	○	4	13.3%
40' x 115'	◇	11	36.7%
Total Phase 1A Lots		30	100.0%

Phase 1B Lot Summary	LEGEND		
60' x 120'	△	32	14.0%
50' x 120'	○	78	34.2%
40' x 115'	◇	118	51.8%
Total Phase 1B Lots		228	100.0%

Phase 1C Lot Summary	LEGEND		
60' x 120'	△	45	20.1%
74' x 130'	⬭	3	1.3%
50' x 120'	○	152	67.9%
74' x 130'	□	24	10.7%
Total Phase 1C Lots		224	100.0%

Phase 1D Lot Summary	LEGEND		
60' x 120'	△	57	37.5%
74' x 130'	⬭	79	52.0%
84' x 130'	⬠	10	6.6%
VARIES x VARIES	✡	6	3.9%
Total Phase 1D Lots		152	100.0%



SEE SHEET 4 FOR DETAILS & GENERAL NOTES

SEE SHEET 3 FOR LINE/CURVE TABLES

SHEET KEY MAP
NTS

TYPICAL LOT DIMENSION DETAIL
NTS

SYMBOL	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
□	74'	130'	60'	80'	25'	25'	7'
⬭	74'	130'	60'	80'	25'	25'	7'

VICINITY MAP
N.T.S.

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

NORTH

LEGEND

D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET
MNF	MAG NAIL FOUND
MNS	MAG NAIL SET
XF	"X" CUT FOUND
XS	"X" CUT SET
A.E.	ACCESS EASEMENT
A.U.E.	ACCESS & UTILITY EASEMENT
B.L.	BUILDING LINE
C.E.	COSERV EASEMENT
D.E.	DRAINAGE EASEMENT
D.D.E.	DRAINAGE & DETENTION EASEMENT
F.A.U.E.	FIRELANE, ACCESS & UTILITY EASEMENT
F.E.	FIRELANE EASEMENT
FFE MIN	MINIMUM FINISHED FLOOR ELEV.
H.B.T.E.	HIKE & BIKE TRAIL EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
OF	OPEN FENCE REQUIRED
P.I.E.	PRIVATE IRRIGATION EASEMENT
P.W.M.E.	PRIVATE WALL MAINTENANCE EASEMENT
S.E.	STREET EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.U.E.	SIDEWALK & UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
	STREET NAME CHANGE
*	RESTRICTED DRIVEWAY LOCATION ON THIS LOT

FINAL PLAT

RAMBLE ADDITION PHASE 1C

BLOCK W, LOTS 1-37 & 38-HOA; BLOCK X, LOTS 1-20;
BLOCK Y, LOTS 1-17, 18-HOA, & 19-58; BLOCK Z, LOTS 1-27;
BLOCK BB, LOTS 1-20, 21-HOA, & 22-53;
BLOCK CC, LOTS 1-31; AND BLOCK UU, LOT 1-HOA

224 RESIDENTIAL LOTS
4 HOMEOWNER'S ASSOCIATION (HOA) LOTS
14.073 ACRES OF RIGHT-OF-WAY

BEING 57.326 ACRES OUT OF THE
MARTHA HERRON SURVEY, ABSTRACT NO. 377
& GEORGE JAY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 12/12/2024
CITY PROJECT NUMBER: PLAT-24-005085

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JTD	KH	Dec. 2024	063258421	1 OF 4

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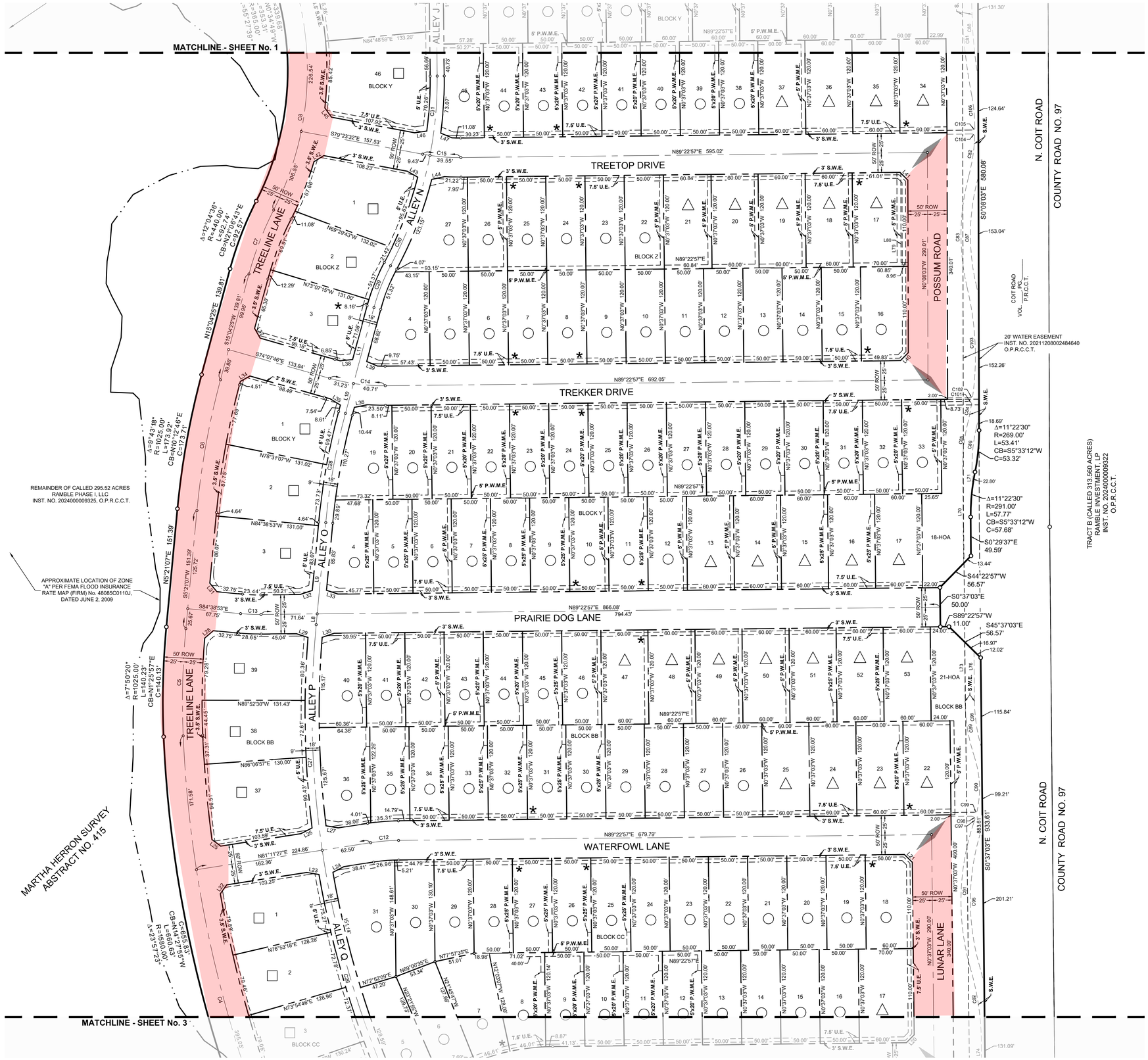
ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : David Barton, P.E.

OWNER:
Ramble Phase 1, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

APPROVED FOR CONSTRUCTION
03/10/2025

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLATS\FP063258421_PHASE 1C.DWG PLOTTED BY HOEFNER, JOHN 12/12/2024 11:36 AM LAST SAVED 12/12/2024 11:18 AM



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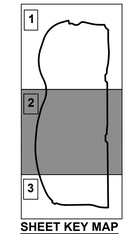

SHEET KEY MAP
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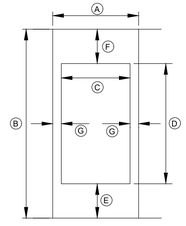
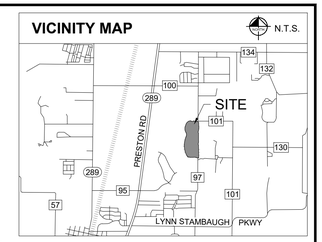


TYPICAL LOT DIMENSION DETAIL
NTS

SYMBOL	A	B	C	D	E	F	G
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
□	74'	130'	60'	80'	25'	25'	7'
⬭	74'	130'	60'	80'	25'	25'	7'

VICINITY MAP

N.T.S.



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Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

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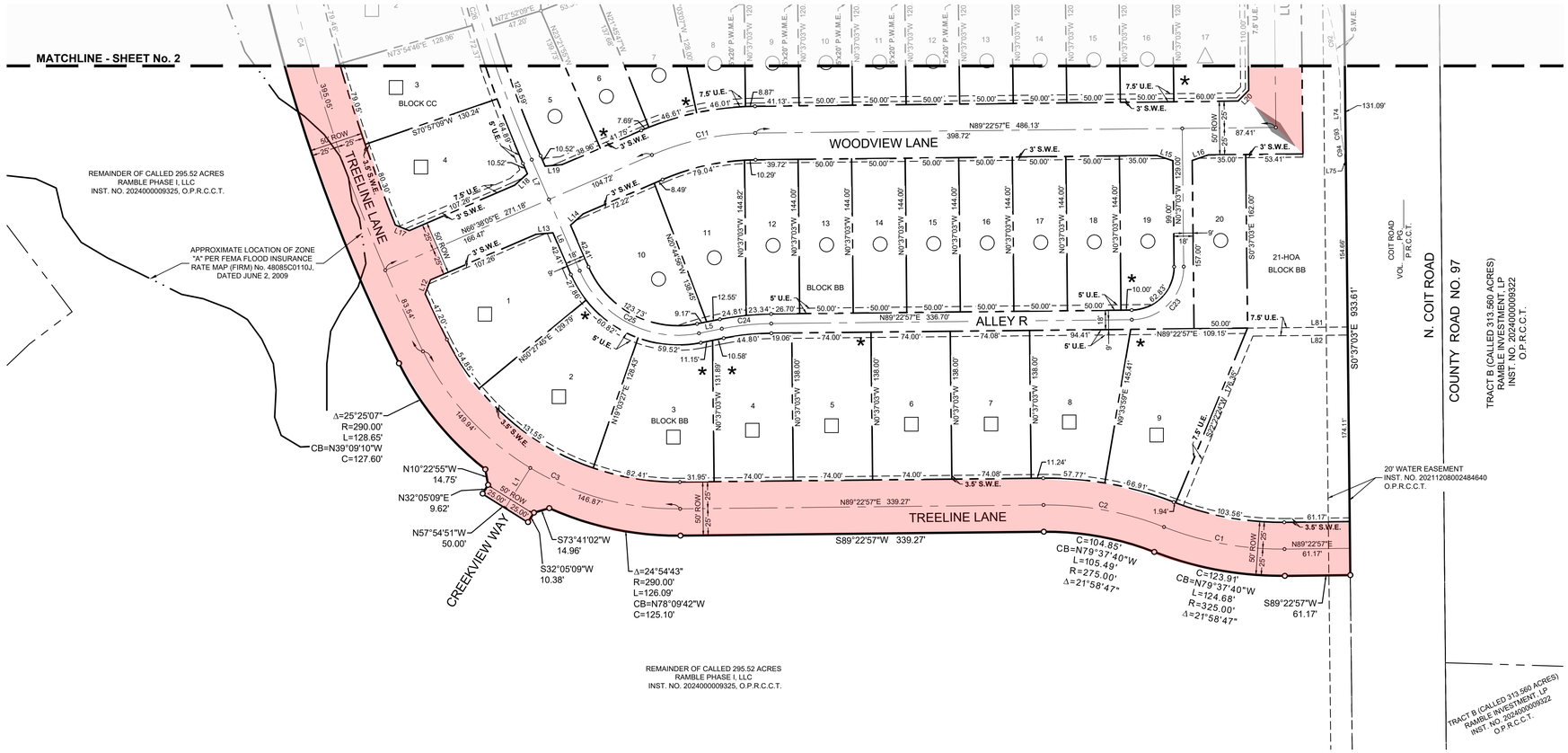
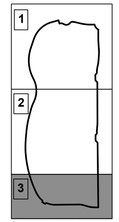
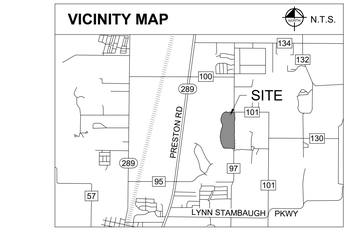
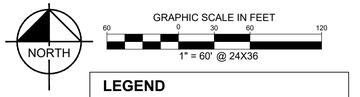


SEE SHEET 4 FOR DETAILS & GENERAL NOTES



SHEET KEY MAP
NTS





LEGEND

D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET
MNF	MAG NAIL FOUND
MNS	MAG NAIL SET
XF	"X" CUT FOUND
XS	"X" CUT SET
A.E.	ACCESS EASEMENT
A.U.E.	ACCESS & UTILITY EASEMENT
B.L.	BUILDING LINE
C.E.	COSERV EASEMENT
D.E.	DRAINAGE EASEMENT
D.D.E.	DRAINAGE & DETENTION EASEMENT
F.A.U.E.	FIRELANE, ACCESS & UTILITY EASEMENT
F.E.	FIRELANE EASEMENT
FFE MIN	MINIMUM FINISHED FLOOR ELEV.
H.B.T.E.	HIKE & BIKE TRAIL EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
OF	OPEN FENCE REQUIRED
P.I.E.	PRIVATE IRRIGATION EASEMENT
P.W.M.E.	PRIVATE WALL MAINTENANCE EASEMENT
S.E.	STREET EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.U.E.	SIDEWALK & UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
	STREET NAME CHANGE
*	RESTRICTED DRIVEWAY LOCATION ON THIS LOT

LINE TABLE		
NO.	BEARING	LENGTH
L1	N32°05'09"E	43.92'
L2	N68°05'40"E	40.81'
L3	N00°37'03"W	33.80'
L4	N00°37'03"W	33.80'
L5	N78°43'53"E	21.72'
L6	N23°21'55"W	72.41'
L7	N23°21'55"W	40.52'
L8	N05°21'07"E	13.83'
L9	N05°21'07"E	116.91'
L10	N15°04'25"E	39.52'
L11	N15°04'25"E	100.30'
L12	N21°04'23"E	14.00'
L13	S85°04'11"W	15.81'
L14	N48°11'59"E	15.81'
L15	N72°10'57"W	15.81'
L16	N70°56'51"E	15.81'
L17	S67°48'13"E	14.00'
L18	S48°11'59"W	15.81'
L19	N85°04'11"E	15.81'
L20	N44°22'57"E	14.14'
L21	N45°37'03"W	14.14'
L22	N35°37'45"E	14.00'
L23	N80°28'04"W	15.89'
L24	N62°39'53"E	15.73'
L25	N53°14'51"W	14.00'
L26	S62°55'51"W	15.95'
L27	S80°12'32"E	15.67'
L28	N49°14'52"E	14.35'
L29	N71°42'57"W	15.37'
L30	N71°32'26"E	16.25'
L31	N39°38'53"W	14.14'
L32	N71°36'58"E	16.30'
L33	S71°39'48"E	15.31'
L34	N60°28'19"E	14.04'
L35	N58°36'21"W	15.62'
L36	N78°29'50"E	16.55'
L37	S29°31'41"E	14.24'
L38	N84°05'02"E	16.05'
L39	S66°56'56"E	14.85'
L40	N44°37'27"E	14.20'

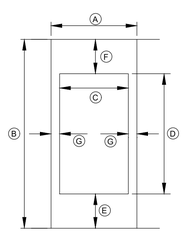
LINE TABLE		
NO.	BEARING	LENGTH
L41	N45°22'33"W	14.08'
L42	N58°05'54"E	14.74'
L43	N60°37'04"W	15.50'
L44	N77°57'19"E	16.52'
L45	S36°02'45"E	14.54'
L46	N81°54'56"E	15.58'
L47	S67°06'16"E	15.50'
L48	N25°13'23"E	14.66'
L49	N72°10'57"W	15.81'
L50	N70°56'51"E	15.81'
L51	N68°55'15"W	14.63'
L52	N25°47'00"E	13.66'
L53	N56°58'48"W	15.82'
L54	N44°15'03"E	14.17'
L55	S45°45'28"E	14.18'
L56	N44°10'39"E	14.09'
L57	S45°50'39"E	14.20'
L58	S64°11'26"W	14.03'
L59	S09°58'22"E	42.48'
L60	N00°37'03"W	61.02'
L61	N00°37'03"W	39.97'
L62	S80°57'42"W	2.64'
L63	S12°33'08"W	16.29'
L64	N19°38'03"E	25.00'
L65	S15°13'53"E	50.00'
L66	N74°46'07"E	10.00'
L67	N64°34'46"W	33.84'
L68	N12°33'08"E	5.85'
L69	N00°37'03"W	57.29'
L70	N00°37'03"W	121.24'
L71	N00°37'03"W	27.29'
L72	N00°37'03"W	45.19'
L73	N00°37'03"W	75.92'
L74	S00°37'03"E	13.99'
L75	N89°22'59"E	0.99'
L76	N00°37'03"W	63.92'
L77	N89°22'33"E	117.00'
L78	N89°22'33"E	121.04'
L79	N00°08'03"W	115.00'
L80	N00°08'03"W	114.05'

LINE TABLE		
NO.	BEARING	LENGTH
L81	S89°22'57"W	93.41'
L82	S89°22'57"W	88.45'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	21°58'47"	300.00'	115.09'	S79°37'40"E	114.38'
C2	21°58'47"	300.00'	115.09'	N79°37'40"W	114.38'
C3	64°10'27"	265.00'	296.81'	S58°31'50"E	281.54'
C4	23°57'23"	1555.00'	650.17'	S14°27'55"E	645.45'
C5	7°50'20"	1000.00'	136.81'	S01°25'57"W	136.71'
C6	9°43'18"	1000.00'	169.67'	S10°12'46"W	169.47'
C7	12°04'36"	415.00'	87.47'	S21°06'43"W	87.31'
C8	55°27'39"	390.00'	377.51'	N00°34'49"W	362.94'
C9	47°03'28"	530.00'	435.30'	S04°46'55"E	423.16'
C10	56°01'18"	350.00'	342.22'	S46°45'28"W	328.75'
C11	22°44'52"	250.00'	99.26'	S78°00'31"W	98.61'
C12	8°11'30"	250.00'	35.74'	S85°17'12"W	35.71'
C13	5°58'10"	250.00'	26.05'	S87°37'58"E	26.03'
C14	16°29'17"	250.00'	71.94'	S82°22'25"E	71.69'
C15	11°13'31"	250.00'	48.98'	S85°00'17"E	48.90'
C16	21°17'17"	250.00'	92.89'	S78°44'19"W	92.35'
C17	14°26'29"	250.00'	63.01'	N20°41'55"W	62.85'
C18	46°39'59"	435.00'	354.30'	S04°35'10"E	344.59'
C19	12°38'57"	792.00'	174.85'	S05°42'25"W	174.49'
C20	15°46'20"	608.00'	167.37'	N04°08'44"E	166.84'
C21	15°46'20"	900.00'	247.75'	N04°08'44"E	246.97'
C22	12°38'57"	500.00'	110.38'	S05°42'25"W	110.16'
C23	90°00'00"	49.00'	76.97'	N44°22'57"E	69.30'
C24	10°39'04"	250.00'	46.47'	S84°03'25"W	46.41'
C25	77°54'12"	100.00'	135.97'	S62°19'01"E	125.73'
C26	14°56'45"	1200.00'	313.02'	S15°53'33"E	312.14'
C27	13°46'17"	1200.00'	288.43'	S01°32'02"E	287.73'
C28	9°43'18"	835.00'	141.68'	S10°12'46"W	141.51'
C29	13°10'13"	250.00'	57.47'	S21°39'31"W	57.34'
C30	17°11'23"	500.00'	150.01'	N19°38'57"E	149.45'
C31	11°40'18"	500.00'	101.85'	N05°13'06"E	101.68'
C32	7°56'19"	1300.00'	180.12'	N03°54'30"E	179.98'
C33	7°23'20"	229.50'	29.60'	N11°34'19"E	29.58'
C34	11°19'33"	330.50'	65.33'	S09°36'13"W	65.22'
C35	3°02'37"	1509.00'	80.16'	S02°25'08"W	80.15'
C36	29°13'08"	169.34'	86.36'	N46°54'57"E	85.42'
C37	89°06'47"	40.50'	62.99'	N25°48'34"W	56.83'
C38	56°03'53"	151.79'	148.53'	S63°17'24"W	142.67'
C39	89°06'47"	19.50'	30.33'	N25°48'34"W	27.36'
C40	21°47'55"	19.50'	7.42'	N14°38'24"W	7.37'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C41	133°35'50"	69.50'	162.05'	S41°15'34"W	127.76'
C42	21°47'55"	19.50'	7.42'	S82°50'28"E	7.37'
C43	21°47'55"	19.50'	7.42'	N75°21'36"E	7.37'
C44	133°35'50"	69.50'	162.05'	N48°44'26"W	127.76'
C45	21°47'55"	19.50'	7.42'	S07°09'32"W	7.37'
C46	90°00'00"	19.50'	30.63'	S41°15'34"W	27.58'
C47	90°00'00"	19.50'	30.63'	N48°44'26"W	27.58'
C48	49°47'14"	58.00'	50.40'	S80°20'15"E	48.83'
C49	83°38'05"	69.00'	100.72'	N82°44'19"E	92.01'
C50	55°31'34"	57.50'	55.72'	N68°41'04"E	53.57'
C51	6°52'15"	320.00'	38.37'	S80°07'01"E	38.35'
C52	4°59'19"	200.00'	17.41'	N87°34'39"E	17.41'
C53	39°44'43"	64.00'	44.40'	N75°02'39"W	43.51'
C54	31°27'38"	19.00'	10.43'	N39°26'29"W	10.30'
C55	23°21'29"	215.14'	87.71'	N12°01'41"W	87.10'
C56	37°14'17"	124.99'	81.24'	N71°17'09"E	79.82'
C57	21°35'01"	54.39'	20.49'	S62°56'46"W	20.37'
C58	45°48'54"	51.23'	40.96'	N79°23'34"W	39.88'
C59	21°26'51"	46.39'	17.36'	S62°50'10"W	17.26'
C60	37°17'54"	132.99'	86.58'	N71°17'59"E	85.06'
C61	56°01'23"	143.79'	140.60'	S63°20'57"W	135.06'
C62	29°08'37"	177.34'	90.20'	N46°56'48"E	89.23'
C63	30°08'05"	58.87'	30.97'	S46°08'29"W	30.61'
C64	19°54'29"	47.00'	16.33'	N79°33'05"W	16.25'
C65	35°50'43"	103.00'	64.44'	N51°40'29"W	63.39'
C66	25°23'55"	193.00'	85.56'	N21°03'10"W	84.86'
C67	2°27'29"	3041.00'	130.47'	N07°07'27"W	130.46'
C68	13°03'43"	1148.00'	261.71'	N00°38'09"E	261.15'
C69	6°13'43"	425.00'	46.20'	N10°16'51"E	46.18'
C70	14°00'45"	351.00'	85.84'	S06°23'20"W	85.63'
C71	14°00'45"	339.00'	82.91'	S06°23'20"W	82.70'
C72	6°13'43"	437.00'	47.51'	N10°16'51"E	47.48'
C73	13°03'43"	1160.00'	264.45'	N00°38'09"E	263.88'
C74	2°27'29"	3053.00'	130.98'	N07°07'27"W	130.97'
C75	5°21'14"	205.00'	19.16'	N11°01'49"W	19.15'
C76	94°40'08"	24.00'	39.65'	S33°37'38"W	35.30'
C77	107°54'46"	44.00'	82.87'	S41°24'15"E	71.15'
C78	111°04'14"	16.00'	31.02'	N68°05'15"E	26.38'
C79	13°13'12"	115.00'	26.53'	N62°59'14"W	26.48'
C80	9°40'57"	59.00'	9.97'	N74°26'19"W	9.96'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C81	10°24'08"	634.00'	115.11'	S05°49'07"E	114.95'
C82	12°47'06"	233.50'	52.10'	N08°25'22"E	52.00'
C83	28°25'35"	291.16'	144.46'	S00°46'13"W	142.98'
C84	4°10'44"	373.69'	27.25'	N11°17'05"E	27.25'
C85	13°59'30"	231.00'	56.41'	S06°22'42"W	56.27'
C86	13°59'30"	219.00'	53.48'	S06°22'42"W	53.35'
C87	28°25'40"	279.16'	138.51'	S00°46'23"W	137.09'
C88	8°44'19"	622.00'	94.86'	S04°59'12"E	94.77'
C89	17°46'47"	231.00'	71.68'	S09°30'26"E	71.40'
C90	31°04'51"	130.46'	70.77'	N02°51'24"W	69.90'
C91	34°51'13"	313.28'	190.57'	S01°22'35"W	187.65'
C92	17°11'53"	338.26'	101.53'	N07°49'23"W	101.15'
C93	11°00'52"	101.00'	19.42'	S06°07'29"E	19.39'
C94	11°00'53"	89.00'	17.11'	N06°07'29"W	17.08'
C95	34°27'58"	301.28'	181.23'	S01°11'23"W	178.51'
C96	16°00'56"	219.00'	61.22'	S08°37'31"E	61.02'
C97	1°44'21"	130.46'	3.96'	N17°56'01"E	3.96'
C98	71°28'32"	5.00'	6.24'	N54°52'47"W	5.84'
C99	40°29'34"	5.00'	3.53'	N69°08'10"E	3.46'
C100	19°04'48"	66.87'	22.27'	S51°41'17"W	22.17'
C101	63°10'25"	5.00'	5.51'	N59°01'51"W	5.24'
C102	44°58'39"	5.00'	3.93'	N66°53'37"E	3.83'
C103	21°18'12"	373.69'	138.94'	N02°53'09"W	138.14'
C104	56°08'51"	5.00'	4.90'	N62°32'38"W	4.71'
C105	53°06'50"	5.00'	4.64'	N62°49'32"E	4.47'
C106	10°47'18"	233.50'	43.97'	N05°37'32"W	43.90'



TYPICAL LOT DIMENSION DETAIL
NTS

SYMBOL	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
□	74'	130'	60'	80'	25'	25'	7'
⬭	74'	130'	60'	80'	25'	25'	7'

FINAL PLAT

RAMBLE ADDITION PHASE 1C

BLOCK W, LOTS 1-37 & 38-HOA; BLOCK X, LOTS 1-20;
BLOCK Y, LOTS 1-17, 18-HOA, & 19-58; BLOCK Z, LOTS 1-27;
BLOCK BB, LOTS 1-20, 21-HOA, & 22-53;
BLOCK CC, LOTS 1-31; AND BLOCK UU, LOT 1-HOA

224 RESIDENTIAL LOTS
4 HOMEOWNER'S ASSOCIATION (HOA) LOTS
14.073 ACRES OF RIGHT-OF-WAY

BEING 57.326 ACRES OUT OF THE
MARTHA HERRON SURVEY, ABSTRACT NO. 377
& GEORGE JAY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 12/12/2024
CITY PROJECT NUMBER: PLAT-24-005085

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JTD	KH	Dec. 2024	063258421	3 OF 4

FILED:

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

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : David Barton, P.E.

OWNER:
Ramble Phase 1, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CE\LNA\DWG\PLAT\FP063258421_PHASE 1C.DWG PLOTTED BY: HOEFNER, JOHN | 12/12/2024 11:36 AM LAST SAVED: 12/12/2024 11:18 AM

APPROVED FOR CONSTRUCTION
03/10/2025

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS RAMBLE PHASE I, LLC, is the sole owner of a tract of land situated in the Martha Herron Survey, Abstract No. 415 and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being a portion of a called 295.52-acre tract of land described as in a deed to Ramble Phase 1, LLC, recorded in Instrument No. 20240000009325, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northerly corner of the westerly terminus of Treeline Lane (a 50' right-of-way at this point) as dedicated in the final plat of Ramble Addition Phase 1A, an addition to the City of Celina, according to the Final Plat, recorded in Volume ____, Page ____ of the Plat Records of Collin County, Texas;

THENCE South 15°13'53" East, along said westerly terminus of Treeline Lane, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southerly corner of the westerly terminus of said Street H;

THENCE along the southerly right-of-way line of said Treeline Lane, same being a southerly line of said Ramble Addition Phase 1A, the following courses and distances:

North 74°46'07" East, a distance of 10.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 58.00 feet, a central angle of 49°47'14", and a chord bearing and distance of South 80°20'15" East, 48.83 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 50.40 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 69.00 feet, a central angle of 83°38'05", and a chord bearing and distance of North 82°44'19" East, 92.01 feet;

In an easterly direction, with said reverse curve to the left, an arc distance of 100.72 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 57.50 feet, a central angle of 55°31'34", and a chord bearing and distance of North 68°41'04" East, 53.57 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 55.72 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a compound curve to the right with a radius of 320.00 feet, a central angle of 06°52'15", and a chord bearing and distance of South 80°07'01" East, 38.35 feet;

In an easterly direction, with said compound curve to the right, an arc distance of 38.37 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 76°40'54" East, a distance of 80.69 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 530.00 feet, a central angle of 13°14'48", and a chord bearing and distance of South 83°18'18" East, 122.26 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 122.54 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner at a southeast corner of said Ramble Addition Phase 1A, same being on the westerly right of way line of Coit Road (a variable' right-of-way at this point) as dedicated in the final plat of Coit Road, an addition to the City of Celina, according to the Final Plat, recorded in Volume ____, Page ____ of the Plat Records of Collin County, Texas;

THENCE along the westerly right-of-way line of said Coit Road the following courses and distances:

South 89°55'42" East, passing at a distance of 59.27 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southerly corner of the easterly terminus of said Street H, said corner being the most easterly southeast corner of said Ramble Addition Phase 1A, and continuing over and across said 450.742-acre tract for a total distance of 67.71 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 120.00 feet, a central angle of 45°31'21", and a chord bearing and distance of South 37°10'02" East, 92.85 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 95.34 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°04'18" West, a distance of 151.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 03°44'26" East, a distance of 138.77 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 340.00 feet, a central angle of 04°11'44", and a chord bearing and distance of South 01°38'34" East, 24.89 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 24.90 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a compound curve to the right with a radius of 1,340.00 feet, a central angle of 05°18'52", and a chord bearing and distance of South 03°06'43" West, 124.24 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 124.29 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 05°46'10" West, a distance of 35.15 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 269.50 feet, a central angle of 09°56'10", and a chord bearing and distance of South 10°44'15" West, 46.68 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 46.74 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 290.50 feet, a central angle of 11°45'54", and a chord bearing and distance of South 09°49'23" West, 59.55 feet;

In a southerly direction, with said reverse curve to the left, an arc distance of 59.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 02°56'16" West, a distance of 51.41 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°16'08" West, a distance of 28.90 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°37'03" East, a distance of 81.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°22'33" East, a distance of 39.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°08'03" East, a distance of 589.52 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 269.50 feet, a central angle of 10°17'10", and a chord bearing and distance of South 05°00'32" West, 48.32 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 48.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 290.50 feet, a central angle of 10°17'09", and a chord bearing and distance of South 05°00'32" West, 52.08 feet;

In a southerly direction, with said reverse curve to the left, an arc distance of 52.15 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°29'12" East, a distance of 50.58 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 44°22'57" West, a distance of 28.28 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°37'03" East, a distance of 81.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°37'03" East, a distance of 41.01 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°37'03" East, a distance of 933.61 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing the westerly right-of-way line of said Coit Road over and across aforesaid 295.52-acre tract the following courses and distances:

South 89°22'57" West, a distance of 61.17 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 325.00 feet, a central angle of 21°58'47", and a chord bearing and distance of North 79°37'40" West, 123.91 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 124.68 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 275.00 feet, a central angle of 21°58'47", and a chord bearing and distance of North 79°37'40" West, 104.85 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 105.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°22'57" West, a distance of 339.27 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 290.00 feet, a central angle of 24°54'43", and a chord bearing and distance of North 78°09'42" West, 125.10 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 126.09 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 73°41'02" West, a distance of 14.96 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 32°05'09" West, a distance of 10.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 57°54'51" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 32°05'09" East, a distance of 9.62 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 10°22'55" West, a distance of 14.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 290.00 feet, a central angle of 25°25'07", and a chord bearing and distance of North 39°09'10" West, 127.60 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 128.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a compound curve to the right with a radius of 1,580.00 feet, a central angle of 23°57'23", and a chord bearing and distance of North 14°27'55" West, 655.83 feet;

In a northerly direction, with said compound curve to the right, an arc distance of 660.63 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a compound curve to the right with a radius of 1,025.00 feet, a central angle of 07°50'20", and a chord bearing and distance of North 01°25'57" East, 140.13 feet;

In a northerly direction, with said compound curve to the right, an arc distance of 140.23 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 05°21'07" East, a distance of 151.39 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 1,025.00 feet, a central angle of 09°43'18", and a chord bearing and distance of North 10°12'46" East, 173.71 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 173.92 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 15°04'25" East, a distance of 139.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 440.00 feet, a central angle of 12°04'36", and a chord bearing and distance of North 21°06'43" East, 92.57 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 92.74 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 365.00 feet, a central angle of 55°27'39", and a chord bearing and distance of North 00°34'49" West, 339.68 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 353.31 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 555.00 feet, a central angle of 47°03'28", and a chord bearing and distance of North 04°46'55" West, 443.12 feet;

In a northerly direction, with said reverse curve to the right, an arc distance of 455.83 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 18°44'49" East, a distance of 141.12 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 375.00 feet, a central angle of 56°01'18", and a chord bearing and distance of North 46°45'28" East, 352.23 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 366.66 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 74°46'07" East, a distance of 102.65 feet to the **POINT OF BEGINNING** and containing 2,498,937 square feet or 57.368 acres of land, more or less.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **RAMBLE PHASE I, LLC,** acting herein by and through its duly authorized officer, does hereby adopt this final plat designating the hereinabove described property as **RAMBLE ADDITION, PHASE 1C**, an addition to the City of Celina, Texas, and does hereby dedicate, to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

BY: RAMBLE PHASE I, LLC, a Texas limited liability company

By:_____

Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal this _____ day of _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES:_____

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF COLLIN §

I, Michael B. Marx, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual and accurate survey of the property made under my supervision on the ground.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972.335.3580

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES:_____

CERTIFICATE OF PLAT APPROVAL

APPROVED

_____ _____
City Development Official — Date
City of Celina, Texas

Witness by this _____ day of _____, 20___.

_____
City Secretary
City of Celina, Texas

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK BB LOT 1	0.279	12,172
BLOCK BB LOT 2	0.285	12,413
BLOCK BB LOT 3	0.273	11,875
BLOCK BB LOT 4	0.232	10,097
BLOCK BB LOT 5	0.234	10,212
BLOCK BB LOT 6	0.234	10,212
BLOCK BB LOT 7	0.235	10,222
BLOCK BB LOT 8	0.262	11,418
BLOCK BB LOT 9	0.316	13,745
BLOCK BB LOT 10	0.226	9,823
BLOCK BB LOT 11	0.204	8,885
BLOCK BB LOT 12	0.165	7,207
BLOCK BB LOT 13	0.165	7,200
BLOCK BB LOT 14	0.165	7,200
BLOCK BB LOT 15	0.165	7,200
BLOCK BB LOT 16	0.165	7,200
BLOCK BB LOT 17	0.165	7,200
BLOCK BB LOT 18	0.165	7,200
BLOCK BB LOT 19	0.157	6,819
BLOCK BB LOT 20	0.185	8,062
BLOCK BB LOT 21-HOA	1.461	63,655
BLOCK BB LOT 22	0.165	7,200
BLOCK BB LOT 23	0.165	7,200
BLOCK BB LOT 24	0.165	7,200
BLOCK BB LOT 25	0.165	7,200
BLOCK BB LOT 26	0.138	6,000
BLOCK BB LOT 27	0.138	6,000
BLOCK BB LOT 28	0.138	6,000
BLOCK BB LOT 29	0.138	6,000
BLOCK BB LOT 30	0.138	6,000
BLOCK BB LOT 31	0.138	6,000
BLOCK BB LOT 32	0.138	6,000
BLOCK BB LOT 33	0.138	6,000
BLOCK BB LOT 34	0.138	6,000
BLOCK BB LOT 35	0.138	6,027
BLOCK BB LOT 36	0.178	7,767
BLOCK BB LOT 37	0.297	12,956
BLOCK BB LOT 38	0.232	10,094
BLOCK BB LOT 39	0.257	11,195
BLOCK BB LOT 40	0.161	7,003

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK BB LOT 41	0.138	6,000
BLOCK BB LOT 42	0.138	6,000
BLOCK BB LOT 43	0.138	6,000
BLOCK BB LOT 44	0.138	6,000
BLOCK BB LOT 45	0.138	6,000
BLOCK BB LOT 46	0.138	6,000
BLOCK BB LOT 47	0.165	7,200
BLOCK BB LOT 48	0.165	7,200
BLOCK BB LOT 49	0.165	7,200
BLOCK BB LOT 50	0.165	7,200
BLOCK BB LOT 51	0.165	7,200
BLOCK BB LOT 52	0.165	7,200
BLOCK BB LOT 53	0.165	7,200
BLOCK CC LOT 1	0.248	10,819
BLOCK CC LOT 2	0.225	9,787
BLOCK CC LOT 3	0.225	9,808
BLOCK CC LOT 4	0.255	11,113
BLOCK CC LOT 5	0.169	7,356
BLOCK CC LOT 6	0.164	7,123
BLOCK CC LOT 7	0.177	7,714
BLOCK CC LOT 8	0.165	7,168
BLOCK CC LOT 9	0.138	6,000
BLOCK CC LOT 10	0.138	6,000
BLOCK CC LOT 11	0.138	6,000
BLOCK CC LOT 12	0.138	6,000
BLOCK CC LOT 13	0.138	6,000
BLOCK CC LOT 14	0.138	6,000
BLOCK CC LOT 15	0.138	6,000
BLOCK CC LOT 16	0.138	6,000
BLOCK CC LOT 17	0.192	8,350
BLOCK CC LOT 18	0.164	7,150
BLOCK CC LOT 19	0.138	6,000
BLOCK CC LOT 20	0.138	6,000
BLOCK CC LOT 21	0.138	6,000
BLOCK CC LOT 22	0.138	6,000
BLOCK CC LOT 23	0.138	6,000
BLOCK CC LOT 24	0.138	6,000
BLOCK CC LOT 25	0.138	6,000
BLOCK CC LOT 26	0.138	6,000
BLOCK CC LOT 27	0.138	6,000

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK CC LOT 28	0.138	6,000
BLOCK CC LOT 29	0.144	6,253
BLOCK CC LOT 30	0.160	6,969
BLOCK CC LOT 31	0.227	9,876
BLOCK UU LOT 1 HOA	0.554	24,149
BLOCK W LOT 1	0.401	17,470
BLOCK W LOT 2	0.359	15,659
BLOCK W LOT 3	0.267	11,609
BLOCK W LOT 4	0.243	10,570
BLOCK W LOT 5	0.266	11,606
BLOCK W LOT 6	0.269	11,712
BLOCK W LOT 7	0.219	9,528
BLOCK W LOT 8	0.207	9,033
BLOCK W LOT 9	0.246	10,730
BLOCK W LOT 10	0.233	10,146
BLOCK W LOT 11	0.210	9,135
BLOCK W LOT 12	0.226	9,834
BLOCK W LOT 13	0.235	10,218
BLOCK W LOT 14	0.241	10,517
BLOCK W LOT 15	0.231	10,081
BLOCK W LOT 16	0.208	9,061
BLOCK W LOT 17	0.190	8,287
BLOCK W LOT 18	0.269	11,706
BLOCK W LOT 19	0.373	16,226
BLOCK W LOT 20	0.195	8,481
BLOCK W LOT 21	0.148	6,462
BLOCK W LOT 22	0.149	6,500
BLOCK W LOT 23	0.149	6,500
BLOCK W LOT 24	0.146	6,379
BLOCK W LOT 25	0.220	9,576
BLOCK W LOT 26	0.225	9,807
BLOCK W LOT 27	0.221	9,616
BLOCK W LOT 28	0.151	6,564
BLOCK W LOT 29	0.152	6,600
BLOCK W LOT 30	0.152	6,600
BLOCK W LOT 31	0.156	6,810
BLOCK W LOT 32	0.155	6,731
BLOCK W LOT 33	0.152	6,601
BLOCK W LOT 34	0.149	6,494
BLOCK W LOT 35	0.145	6,296

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK W LOT 36	0.147	6,409
BLOCK W LOT 37	0.161	7,009
BLOCK W LOT 38-HOA	1.594	69,446
BLOCK X LOT 1	0.165	7,178
BLOCK X LOT 2	0.139	6,050
BLOCK X LOT 3	0.139	6,050
BLOCK X LOT 4	0.142	6,207
BLOCK X LOT 5	0.147	6,406
BLOCK X LOT 6	0.147	6,406
BLOCK X LOT 7	0.147	6,402
BLOCK X LOT 8	0.145	6,301
BLOCK X LOT 9	0.150	6,523
BLOCK X LOT 10	0.186	8,114
BLOCK X LOT 11	0.210	9,145
BLOCK X LOT 12	0.149	6,484
BLOCK X LOT 13	0.144	6,251
BLOCK X LOT 14	0.146	6,375
BLOCK X LOT 15	0.146	6,375
BLOCK X LOT 16	0.146	6,377
BLOCK X LOT 17	0.142	6,193
BLOCK X LOT 18	0.139	6,050
BLOCK X LOT 19	0.139	6,050
BLOCK X LOT 20	0.165	7,178
BLOCK Y LOT 1	0.260	11,341
BLOCK Y LOT 2	0.257	11,185
BLOCK Y LOT 3	0.280	12,190
BLOCK Y LOT 4	0.149	6,497
BLOCK Y LOT 5	0.138	6,000
BLOCK Y LOT 6	0.138	6,000
BLOCK Y LOT 7	0.138	6,000
BLOCK Y LOT 8	0.138	6,000
BLOCK Y LOT 9	0.138	6,000
BLOCK Y LOT 10	0.138	6,000
BLOCK Y LOT 11	0.138	6,000
BLOCK Y LOT 12	0.138	6,000
BLOCK Y LOT 13	0.165	7,200
BLOCK Y LOT 14	0.165	7,200
BLOCK Y LOT 15	0.165	7,200
BLOCK Y LOT 16	0.165	7,200
BLOCK Y LOT 17	0.165	7,200

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK Y LOT 18-HOA	0.862	37,559
BLOCK Y LOT 19	0.170	7,415
BLOCK Y LOT 20	0.138	6,000
BLOCK Y LOT 21	0.138	6,000
BLOCK Y LOT 22	0.138	6,000
BLOCK Y LOT 23	0.138	6,000
BLOCK Y LOT 24	0.138	6,000
BLOCK Y LOT 25	0.138	6,000
BLOCK Y LOT 26	0.138	6,000
BLOCK Y LOT 27	0.138	6,000
BLOCK Y LOT 28	0.138	6,000
BLOCK Y LOT 29	0.138	6,000
BLOCK Y LOT 30	0.138	6,000
BLOCK Y LOT 31	0.138	6,000
BLOCK Y LOT 32	0.138	6,000
BLOCK Y LOT 33	0.138	6,000
BLOCK Y LOT 34	0.165	7,200
BLOCK Y LOT 35	0.165	7,200
BLOCK Y LOT 36	0.165	7,200
BLOCK Y LOT 37	0.165	7,200
BLOCK Y LOT 38	0.138	6,000
BLOCK Y LOT 39	0.138	6,000
BLOCK Y LOT 40	0.138	6,000
BLOCK Y LOT 41	0.138	6,000
BLOCK Y LOT 42	0.138	6,000
BLOCK Y LOT 43	0.138	6,000
BLOCK Y LOT 44	0.138	6,000
BLOCK Y LOT 45	0.141	6,145
BLOCK Y LOT 46	0.343	14,929
BLOCK Y LOT 47	0.340	14,814
BLOCK Y LOT 48	0.157	6,836
BLOCK Y LOT 49	0.138	6,000
BLOCK Y LOT 50	0.138	6,000
BLOCK Y LOT 51	0.138	6,000
BLOCK Y LOT 52	0.138	6,000
BLOCK Y LOT 53	0.165	7,200
BLOCK Y LOT 54	0.165	7,200
BLOCK Y LOT 55	0.165	7,200
BLOCK Y LOT 56	0.165	7,200
BLOCK Y LOT 57	0.165	7,200

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK Y LOT 58	0.165	7,200
BLOCK Z LOT 1	0.269	11,714
BLOCK Z LOT 2	0.231	10,077
BLOCK Z LOT 3	0.258	11,227
BLOCK Z LOT 4	0.178	7,742
BLOCK Z LOT 5	0.138	6,000
BLOCK Z LOT 6	0.138	6,000
BLOCK Z LOT 7	0.138	6,000
BLOCK Z LOT 8	0.138	6,000
BLOCK Z LOT 9	0.138	6,000
BLOCK Z LOT 10	0.138	6,000
BLOCK Z LOT 11	0.138	6,000
BLOCK Z LOT 12	0.138	6,000
BLOCK Z LOT 13	0.138	6,000
BLOCK Z LOT 14	0.138	6,000
BLOCK Z LOT 15	0.138	6,000
BLOCK Z LOT 16	0.165	7,191
BLOCK Z LOT 17	0.193	8,411
BLOCK Z LOT 18	0.165	7,200
BLOCK Z LOT 19	0.165	7,200
BLOCK Z LOT 20	0.165	7,200
BLOCK Z LOT 21	0.168	7,301
BLOCK Z LOT 22	0.138	6,000
BLOCK Z LOT 23	0.138	6,000
BLOCK Z LOT 24	0.138	6,000
BLOCK Z LOT 25	0.138	6,000
BLOCK Z LOT 26	0.138	6,000
BLOCK Z LOT 27	0.182	7,910

Notes :

1. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
2. All lots comply with the minimuim size requirements of the zoning district.
3. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
4. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City.
5. All common area/HOA lots or floodplain may contain a public trail and shall provide an access easement for public to use the trail.
6. Notice - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law, and is subject to fines and withholding of utilities and building permits.
7. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
8. The subject property does lie within a 100-year flood plain according to Community Panel No. 48085C0110J, dated June 2, 2009, of the National Flood Insurance Rate Maps for Collin County, Texas, as approximately shown hereon.
9. This plat does not alter or remove existing deed restrictions, if any, on this property.
10. No overhead utilities are permitted on the subject property.
11. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83). Coordinates provided are Grid values. Project Combined Scale Factor (PCF) 0.9998550478.

FINAL PLAT

RAMBLE ADDITION PHASE 1C

BLOCK W, LOTS 1-37 & 38-HOA; BLOCK X, LOTS 1-20;
BLOCK Y, LOTS 1-17, 18-HOA, & 19-58; BLOCK Z, LOTS 1-27;
BLOCK BB, LOTS 1-20, 21-HOA, & 22-53;
BLOCK CC, LOTS 1-31; AND BLOCK UU, LOT 1-HOA

224 RESIDENTIAL LOTS
4 HOMEOWNER'S ASSOCIATION (HOA) LOTS
14.073 ACRES OF RIGHT-OF-WAY

BEING 57.326 ACRES OUT OF THE
MARTHA HERRON SURVEY, ABSTRACT NO. 377
& GEORGE JAY SURVEY, ABSTRACT NO. 488

COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 12/12/2024
CITY PROJECT NUMBER: PLAT-24-005085

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

FILED:

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JTD	KH	Dec. 2024	063258421	4 OF 4

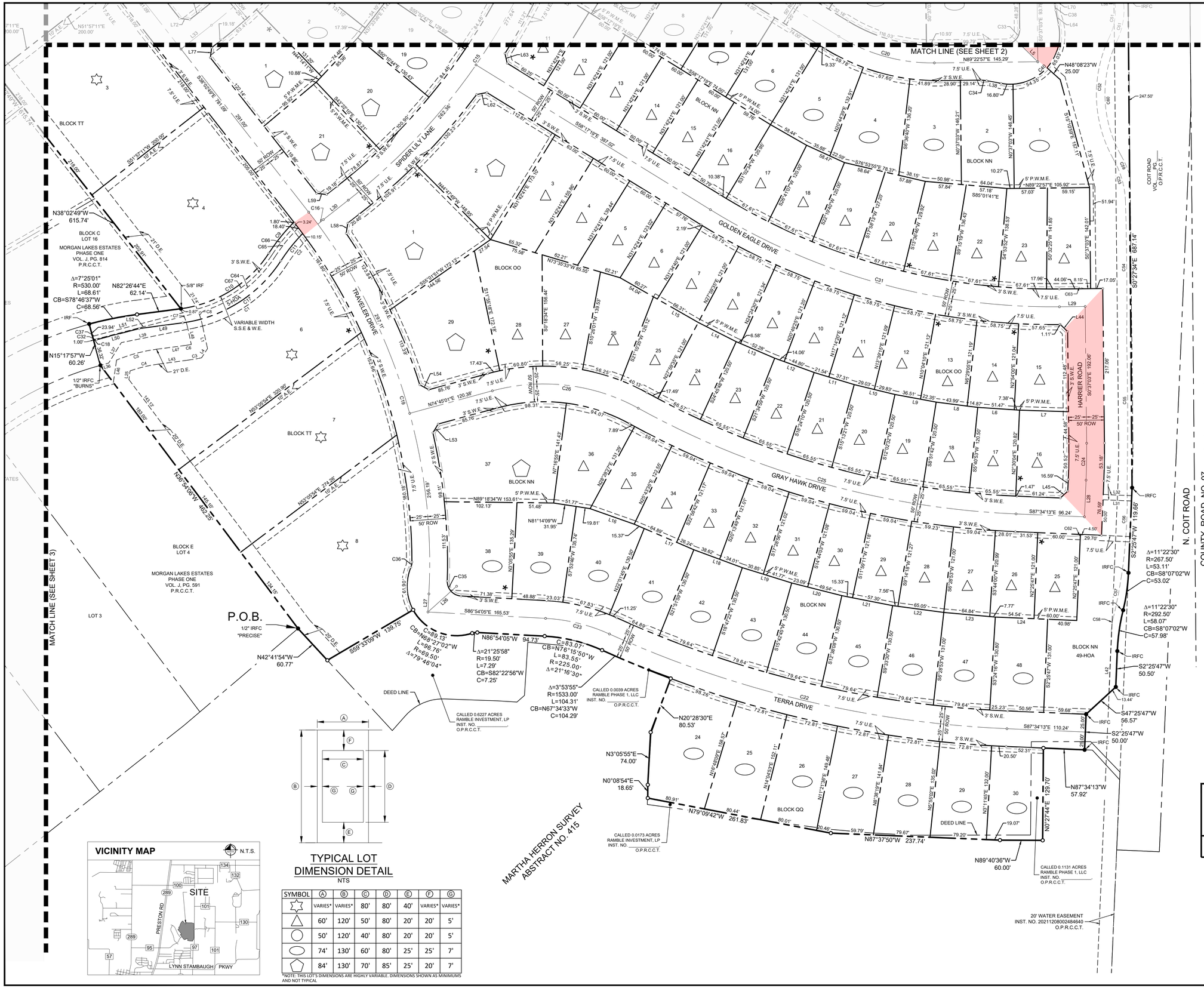
ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : David Barton, P.E.

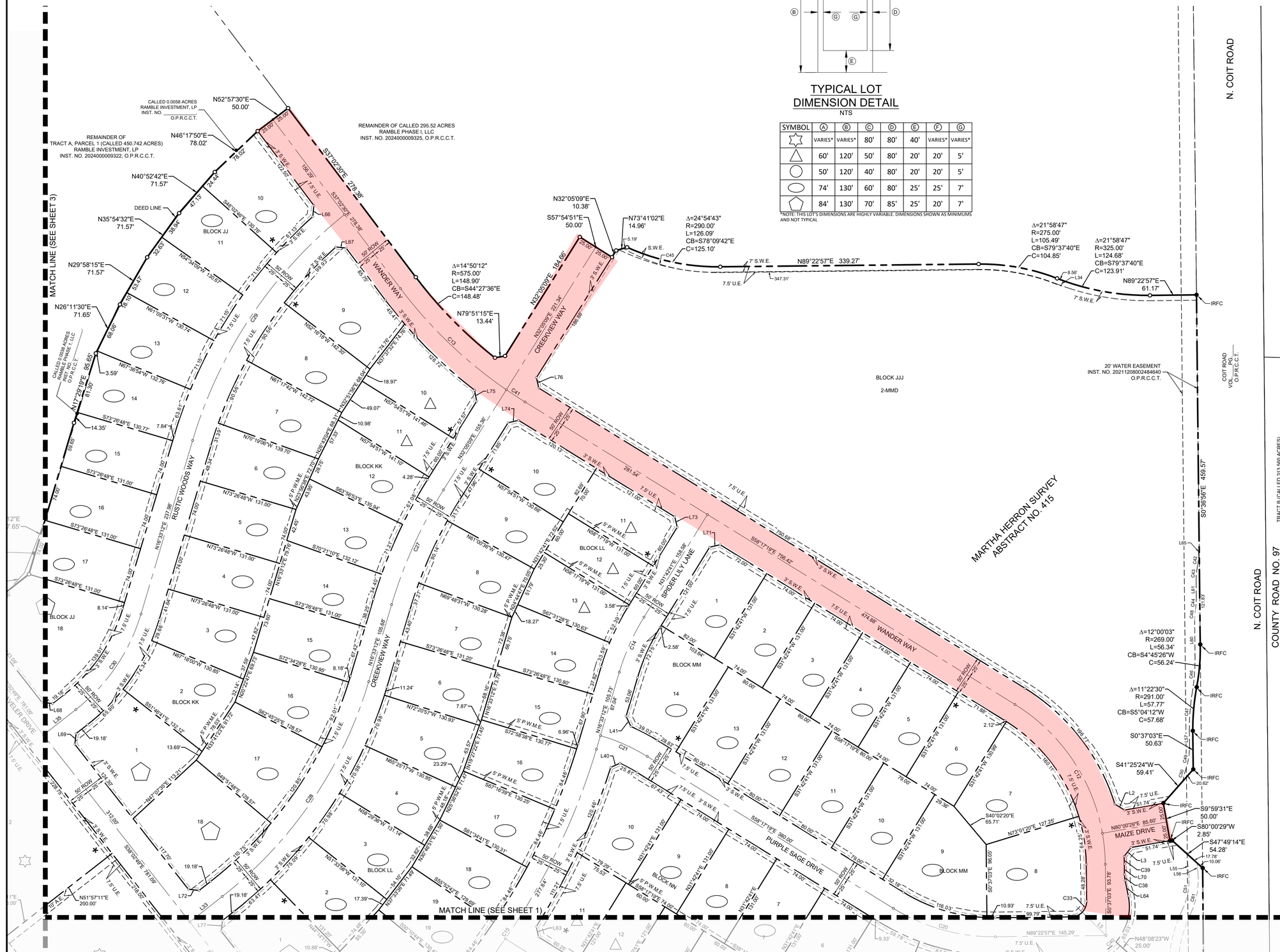
OWNER:
Ramble Phase 1, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

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

DWG NAME: K:\FRI_SUR\EYO\063258421-RAMBLE TRACT - CELINA\DWG\PLAT\SHEET\063258421_PHASE 1C.DWG PLOTTED BY: HOEFNER, JOHN 12/12/2024 11:18 AM LAST SAVED: 12/12/2024 11:18 AM

APPROVED FOR CONSTRUCTION
03/10/2025


MATCH LINE (SEE SHEET 2)
MATCH LINE (SEE SHEET 3)
GOLDEN EAGLE DRIVE
SPIDER LILY LANE
TRAVELLER DRIVE
GRAY HAWK DRIVE
TERRA DRIVE
HARRIER ROAD
N. COIT ROAD
COUNTY ROAD NO. 97
BLOCK TT
BLOCK NN
BLOCK OO
BLOCK QQ
BLOCK C
LOT 16
MORGAN LAKES ESTATES
PHASE ONE
VOL. J, PG. 814
P.R.C.C.T.
BLOCK E
LOT 4
MORGAN LAKES ESTATES
PHASE ONE
VOL. J, PG. 591
P.R.C.C.T.
LOT 3
P.O.B.
1/2" IRFC
"PRECISE"
N42°41'54"W
60.77'
S59°33'06"W
139.75'
N38°02'49"W
615.74'
N15°17'57"W
60.26'
N82°26'44"E
62.14'
Δ=7°25'01"
R=530.00'
L=68.61'
CB=S78°46'37"W
C=68.56'
N36°54'06"W
482.25'
N53°05'54"E
274.26'
S38°02'49"E
781.09'
S51°57'11"W
200.00'
N51°57'11"E
200.00'
S86°17'16"E
987.02'
N89°22'57"E
145.29'
N48°08'23"W
25.00'
S41°51'03"E
176.11'
S0°27'34"E
687.14'
S2°25'47"W
119.66'
N89°18'34"W
153.61'
N86°54'05"W
94.73'
S86°54'05"E
165.53'
N89°22'57"E
105.92'
S85°01'41"E
57.12'
S87°34'13"E
96.24'
S87°34'13"E
110.24'
N20°28'30"E
80.53'
N3°05'55"E
74.00'
N0°08'54"E
18.65'
N79°09'42"W
261.83'
N87°37'50"W
237.74'
N89°40'36"W
60.00'
N0°27'44"E
128.70'
N87°34'13"W
57.92'
S47°25'47"W
56.57'
S2°25'47"W
50.00'
Δ=11°22'30"
R=267.50'
L=53.11'
CB=S8°07'02"W
C=53.02'
Δ=11°22'30"
R=292.50'
L=58.07'
CB=S8°07'02"W
C=57.98'
Δ=21°25'58"
R=19.50'
L=7.29'
CB=S82°22'56"W
C=7.25'
Δ=3°53'55"
R=1533.00'
L=104.31'
CB=N67°34'33"W
C=104.29'
C=83.07'
CB=N76°15'50"W
L=83.55'
R=225.00'
Δ=21°16'30"
C=89.13'
CB=N68°27'02"W
L=88.75'
R=569.50'
Δ=9°46'04"
N73°35'33"W 85.55'
S15°55'31"E 172.15'
S11°55'19"E 172.15'
S0°18'34"E 154.44'
S55°31'51"W 172.13'
S0°18'34"E 154.44'
S0°37'03"E 192.06'
S0°37'03"E 142.01'
S0°37'03"E 217.06'
S0°37'03"E 142.01'
S0°37'03"E 217.06'
S0°37'03"E 192



TYPICAL LOT DIMENSION DETAIL

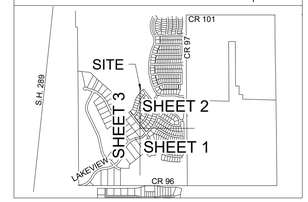
NTS

SYMBOL	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ
☆	VARIES*	VARIES*	80'	80'	40'	VARIES*	VARIES*
△	60'	120'	50'	80'	20'	20'	5'
○	50'	120'	40'	80'	20'	20'	5'
⬭	74'	130'	60'	80'	25'	25'	7'
⬠	84'	130'	70'	85'	25'	20'	7'

*NOTE: THIS LOT'S DIMENSIONS ARE HIGHLY VARIABLE. DIMENSIONS SHOWN AS MINIMUMS AND NOT TYPICAL

KEY MAP

N.T.S.



NORTH

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET
MNF	MAG NAIL FOUND
MNS	MAG NAIL SET
XF	"X" CUT FOUND
XS	"X" CUT SET
A.E.	ACCESS EASEMENT
A.U.E.	ACCESS & UTILITY EASEMENT
B.L.	BUILDING LINE
C.E.	COSERV EASEMENT
D.E.	DRAINAGE EASEMENT
D.D.E.	DRAINAGE & DETENTION EASEMENT
F.A.U.E.	FIRELANE, ACCESS & UTILITY EASEMENT
F.E.	FIRELANE EASEMENT
FFE MIN	MINIMUM FINISHED FLOOR ELEV.
H.B.T.E.	HIKE & BIKE TRAIL EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
OF	OPEN FENCE REQUIRED
P.I.E.	PRIVATE IRRIGATION EASEMENT
P.W.M.E.	PRIVATE WALL MAINTENANCE EASEMENT
S.E.	STREET EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.U.E.	SIDEWALK & UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
MMD	MUNICIPAL MANAGEMENT DISTRICT
	STREET NAME CHANGE
*	RESTRICTED DRIVEWAY LOCATION

SEE SHEET 3 FOR LINE/CURVE TABLES & LOT DETAL

SEE SHEET 4 FOR NOTES

FINAL PLAT

RAMBLE ADDITION PHASE 1D

BLOCK JJ, LOTS 10-18; BLOCK JJJ, LOT 2-MMD;
BLOCK KK, LOTS 1-18; BLOCK LL, LOTS 1-21;
BLOCK MM, LOTS 1-14; BLOCK NN, LOTS 1-48 & 49-HOA;
BLOCK OO, LOTS 1-29; BLOCK QQ, LOTS 24-30;
BLOCK TT, LOTS 1-4, 5-HOA & 6-8

152 RESIDENTIAL LOTS
2 HOMEOWNER'S ASSOCIATION (HOA) LOT
1 MMD LOT
10.925 ACRES OF RIGHT-OF-WAY

61.340 ACRES OUT OF THE MARTHA HERRON SURVEY
ABSTRACT NO. 415
CITY OF CELINA, COLLIN COUNTY, TEXAS
PREPARED: December 12, 2024
CITY PROJECT # PLAT-24-005091

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	KHA	Dec. 2024	063258421	2 OF 4

FILED:

OWNER:
Ramble Investment, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : David Barton, PE

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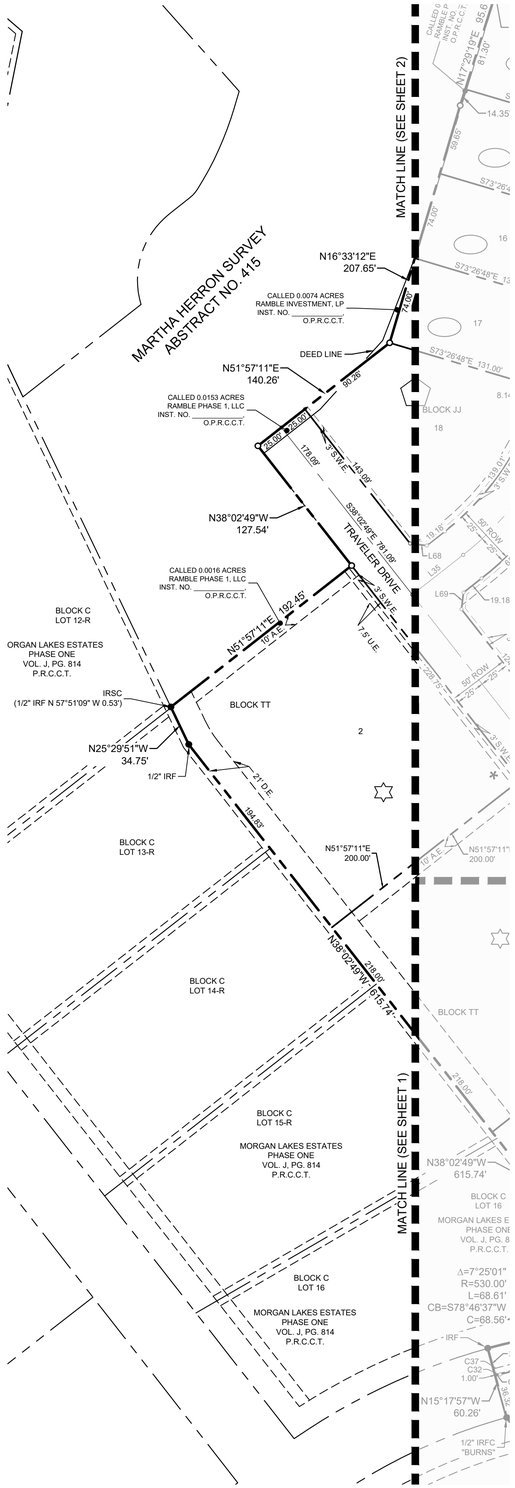
RELEASED FOR CONSTRUCTION
03/25/2025

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLAT\FP063258421_PHASE 1D.DWG PLOTTED BY: HOEFNER, JOHN | 12/12/2024 2:32 PM LAST SAVED: 12/12/2024 2:31 PM


MARTHA HERRON SURVEY
ABSTRACT NO. 415
MATCH LINE (SEE SHEET 2)
MATCH LINE (SEE SHEET 1)
N16°33'12"E
207.65'
CALLED 0.0074 ACRES
RAMBLE INVESTMENT, LP
INST. NO.
O.P.R.C.C.T.
DEED LINE
N51°57'11"E
140.26'
CALLED 0.0153 ACRES
RAMBLE PHASE 1, LLC
INST. NO.
O.P.R.C.C.T.
N38°02'49"W
127.54'
CALLED 0.0016 ACRES
RAMBLE PHASE 1, LLC
INST. NO.
O.P.R.C.C.T.
BLOCK C
LOT 12-R
ORGAN LAKES ESTATES
PHASE ONE
VOL. J, PG. 814
P.R.C.C.T.
IRSC
(1/2" IRF N 57°51'09" W 0.53')
N25°29'51"W
34.75'
1/2" IRF
BLOCK TT
BLOCK JJ
BLOCK C
LOT 13-R
BLOCK C
LOT 14-R
BLOCK C
LOT 15-R
MORGAN LAKES ESTATES
PHASE ONE
VOL. J, PG. 814
P.R.C.C.T.
BLOCK C
LOT 16
MORGAN LAKES ESTATES
PHASE ONE
VOL. J, PG. 814
P.R.C.C.T.
TRAVEIER DRIVE
60' ROW
N51°57'11"E
200.00'
N38°02'49"W
615.74'
N15°17'57"W
60.26'
Δ=7°25'01"
R=530.00'
L=68.61'
CB=S78°46'37"W
C=68.56'
1/2" IRFC
"BURNS"
IRF
C37
C32
1.00'
N51°57'11"E
140.26'
178.09'
S 5°31'E
145.09'
S38°02'49"E 781.09'
192.45'
10' A.E.
7.5' U.E.
S 2°31'W
226.75'
S 3°31'W
184.85'
N38°02'49"W
214.00'
N51°57'11"E
200.00'
10' A.E.
7.5' U.E.
S 3°31'W
N38°02'49"W
615.74'
214.00'
S 2°31'W
184.85'
N51°57'11"E
200.00'
10' A.E.
7.5' U.E.
S 3°31'W
226.75'
S 2°31'W
N38°02'49"W
615.74'
214.00'
S 3

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

CITY OF CELINA §

WHEREAS Ramble Phase I, LLC, is the owner a tract of land situated in the Martha Herron Survey, Abstract No. 415, Collin County, Texas, and being part of a called 450.742-acre tract of land described in the Special Warranty Deed to Ramble Investment, LP, recorded in Volume 20240000093422, Official Public Records of Collin County, Texas, as well as a called 295.52-acre tract of land described in a deed to Ramble Phase I, LLC, said official records, and being all of a called 0.1131-acre tract of land described in a deed to Ramble Phase 1, LLC, recorded in Instrument No._____, said Official Public Records, and being all of a called 0.0039-acre tract of land described in a deed to Ramble Phase 1, LLC, recorded in Instrument No._____, said Official Public Records, and being all of a called 0.0016-acre tract of land described in a deed to Ramble Phase 1, LLC, recorded in Instrument No._____, said Official Public Records, and being all of a called 0.0153-acre tract of land described in a deed to Ramble Phase 1, LLC, recorded in Instrument No._____, said Official Public Records, and being all of a called 0.0038-acre tract of land described in a deed to Ramble Phase 1, LLC, recorded in Instrument No._____, said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic ap stamped "Precise" found at the easternmost corner of Lot 4, Block E, of Morgan Lakes Estates, an addition to the City of Celina, Collin County, Texas according to the plat thereof recorded in Volume J, Page 591, Official Plat Records of Collin County, Texas, common to an angle point in a westerly line of said 295.52-acre tract;

THENCE along the common line of said Morgan Lakes Estates and said 295.52-acre tract the following courses and distances;

North 36°54'06" West, a distance of 462.25 feet to a 1/2" iron rod with plastic cap stamped "Burns" found for corner;

North 15°17'57" West, a distance of 60.26 feet to a railroad spike found at the beginning of a non-tangent curve to the right with a radius of 530.00 feet, a central angle of 07°25'01", and a chord bearing and distance of North 78°46'37" East, 68.56 feet;

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 68.61 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 82°26'44" East, a distance of 62.14 feet to a 5/8" iron rod found for corner;

North 38°02'49" West, a distance of 615.74 feet to a 1/2" iron rod found for corner;

North 25°29'51" West, passing at a distance of 34.38 feet, a southwest corner of said 295.52-acre tract same being the southeast corner of a called 0.0016-acre tract of land described in the deed to Ramble Phase 1, LLC, recorded in Instrument No. _____, Official Records of Denton County, Texas and continuing along the same course and along the common line of said Morgan Lakes Estates and said 0.0016-acre tract, for a total distance of 34.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the common easterly corner of Lot 12-R and Lot 13-R, Block C of said Morgan Lakes Estates and the southwest corner of said 0.0016-acre tract;

THENCE North 51°57'11" East, along the common line of aforesaid 450.742-acre tract, and said 0.0016-acre tract, a distance of 192.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner on a westerly line of said 295.52-acre tract same being the northwest corner of said 0.0016-acre tract;

THENCE North 38°02'49" West, along the westerly line of said 295.52-acre tract, passing at a distance of 119.53 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of the aforementioned 0.0153-acre tract, common to an angle point in the westerly line of said 295.52-acre tract, and continuing along the same course and along the southerly line of said 0.0153-acre tract, for a total distance of 127.54 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said 0.0153-acre tract;

THENCE North 51°57'11" East, along the northerly line of said 0.0153-acre tract, passing at a distance of 106.62 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost corner of said 0.0153-acre tract, common to the southwest corner of a called 0.0074-acre tract of land described in a deed to Ramble Investment, LP, recorded in Instrument No. _____, said Official Public Records, and continuing along the same course and along the southerly line of said 0.0074-acre tract, for a total distance of 140.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southeast corner of said 0.0074-acre tract;

THENCE North 16°33'12" East, along the easterly line of said 0.0074-acre tract, passing at a distance of 84.10 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost corner of said 0.0074-acre tract, common to the southernmost corner of the aforementioned 0.0038-acre tract, and continuing along the same course and along the westerly line of said 0.0038-acre tract, for a total distance of 207.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 17°29'19" East, continuing along the westerly line of said 0.0038-acre tract, a distance of 95.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 26°11'30" East, continuing along the westerly line of said 0.0038-acre tract, passing at a distance of 30.86 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost corner of said 0.0038-acre tract, common to the southernmost corner of a called 0.0058-acre tract of land described in a deed to Ramble Investment, LP, recorded in Instrument No. _____, said Official Public Records, and continuing along the same course and along the easterly line of said 0.0058-acre tract, for a total distance of 71.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE continuing along the easterly line of said 0.0058-acre tract the following courses and distances:

North 29°58'15" East, a distance of 71.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 35°54'32" East, a distance of 71.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 40°52'42" East, a distance of 71.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 46°17'50" East, a distance of 78.02 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 52°57'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northeast corner of said 0.0058-acre tract;

THENCE over and across said 295.52-acre tract of land the following courses and distances:

South 37°02'30" East, a distance of 278.38 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 575.00 feet, a central angle of 14°50'12", and a chord bearing and distance of South 44°27'36" East, 148.48 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 148.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 79°51'15" East, a distance of 13.44 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 32°05'09" East, a distance of 184.66 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 57°54'51" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 32°05'09" East, a distance of 10.38 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 73°41'02" East, a distance of 14.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 290.00 feet, a central angle of 24°54'43", and a chord bearing and distance of South 78°09'42" East, 125.10 feet;

In a southeasterly direction, with said non-tangent curve to the left, an arc distance of 126.09 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°22'57" East, a distance of 339.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 275.00 feet, a central angle of 21°58'47", and a chord bearing and distance of South 79°37'40" East, 104.85 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 105.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 325.00 feet, a central angle of 21°58'47", and a chord bearing and distance of South 79°37'40" East, 123.91 feet;

In a southeasterly direction, with said reverse curve to the left, an arc distance of 124.68 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°22'57" East, a distance of 61.17 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner on the westerly line of Coit Road, a variable width public right-of-way recorded in Volume No._____, Page No._____ said Official Plat Records;

THENCE continuing along the westerly line of said Coit Road the following courses and distances:

South 00°36'56" East, a distance of 459.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 269.00 feet, a central angle of 12°00'03", and a chord bearing and distance of South 04°45'26" West, 56.24 feet;

In a southwesterly direction, with said tangent curve to the right, an arc distance of 56.34 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a reverse curve to the left with a radius of 291.00 feet, a central angle of 11°22'30", and a chord bearing and distance of South 05°04'12" West, 57.68 feet;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 57.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 57.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 00°37'03" East, a distance of 50.63 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 41°25'24" West, a distance of 59.41 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 09°59'31" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 80°00'29" West, a distance of 2.85 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 47°49'14" East, a distance of 54.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 00°27'34" East, a distance of 687.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 02°25'47" West, a distance of 119.66 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 267.50 feet, a central angle of 11°22'30", and a chord bearing and distance of South 08°07'02" West, 53.02 feet;

In a southwesterly direction, with said tangent curve to the right, an arc distance of 53.11 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 292.50 feet, a central angle of 11°22'30", and a chord bearing and distance of South 08°07'02" West, 57.98 feet;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 58.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 02°25'47" West, a distance of 50.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 47°25'47" West, a distance of 56.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 02°25'47" West, crossing the southerly line of said 295.52-acre tract and across aforementioned 0.1131-acre tract, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set on the southerly line of said 0.1131-acre tract;

THENCE along the southerly line of said 0.1131-acre tract the following courses and distances:

North 87°34'13" West, a distance of 57.92 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°27'44" West, a distance of 129.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°40'36" West, a distance of 60.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 87°37'50" West, a distance of 237.74 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 79°09'42" West, passing at a distance of 94.58 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost corner of said 0.1131-acre tract, common to the easternmost corner of called 0.0173-acre tract of land described In a deed to Ramble Investment, LP, recorded in Instrument No. _____, said Official Public Records, and continuing along the same course and along the northerly line of said 0.0173-acre tract, for a total distance of 261.83 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE North 00°08'54" East, continuing along the northerly line of said 0.0173-acre tract, passing at a distance of 12.67 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost corner of said 0.0173-acre tract, common to the southernmost corner of the aforementioned 0.0039-acre tract, and continuing along the same course and along the westerly line of said 0.0039-acre tract, for a total distance of 18.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE continuing along the westerly line of said 0.0039-acre trac the following courses and distances:

North 03°05'55" East, a distance of 74.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 20°28'30" East, a distance of 80.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 1,533.00 feet, a central angle of 03°53'55", and a chord bearing and distance of North 67°34'33" West, 104.29 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 104.31 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the left with a radius of 225.00 feet, a central angle of 21°16'29", and a chord bearing and distance of North 76°15'50" West, 83.07 feet;

In a westerly direction, with said reverse curve to the left, passing at an arc distance of 2.37 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost corner of said 0.0039-acre tract, same being on a southerly line of said 295.52-acre tract, and continuing along the same arc and along the southerly line of said 295.52-acre tract, passing at an arc distance of 46.46 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for an angle point in the southerly line of said 295.52-acre tract, common to the easternmost corner of a called 0.6227-acre tract of land described In a deed to Ramble Investment, LP, recorded in Instrument No. _____, said Official Public Records, and continuing along the same arc and along the northerly line of said 0.6227-acre tract, for a total arc distance of 83.55 feet to a point for corner;

THENCE continuing along the northerly line of said 0.6227-acre tract the following courses and distances:

North 86°54'05" West, a distance of 94.73 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 19.50 feet, a central angle of 21°25'58", and a chord bearing and distance of South 82°22'56" West, 7.25 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 7.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 69.50 feet, a central angle of 79°46'04", and a chord bearing and distance of North 68°27'02" West, 89.13 feet;

In a westerly direction, with said reverse curve to the right, an arc distance of 96.76 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 59°33'09" West, a distance of 139.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the westernmost corner of said 0.6227-acre tract, same being on a southerly line of said 295.52-acre tract;

THENCE North 42°41'54" West, along said southerly line, a distance of 60.77 feet to the **POINT OF BEGINNING** and containing 2,671,960 square feet or 61.340 acres of land, more or less.

Notes :

1. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
2. All lots comply with the minimuim size requirements of the zoning district.
3. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
4. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City.
5. All common area/HOA lots or floodplain may contain a public trail and shall provide an access easement for public to use the trail.
6. Notice - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law, and is subject to fines and withholding of utilities and building permits.
7. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
8. The subject property does not lie within a 100-year flood plain according to Community Panel No. 48085C0110J, dated June 2, 2009, of the National Flood Insurance Rate Maps for Collin County, Texas.
9. This plat does not alter or remove existing deed restrictions, if any, on this property.
10. No overhead utilities are permitted on the subject property.
11. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83). Coordinates provided are Grid values. Project Combined Scale Factor (PCF) 0.9998550478.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **RAMBLE INVESTMENT, LP,** acting herein by and through its duly authorized officer, does hereby adopt this final plat designating the hereinabove described property as **RAMBLE ADDITION, PHASE 1D**, an addition to the City of Celina, Texas, and does hereby dedicate, to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

BY: RAMBLE INVESTMENT, LP, a Delaware limited liability company

By:_____

Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____ of _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal this _____ day of _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES:_____

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF COLLIN §

I, Michael B. Marx, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual and accurate survey of the property made under my supervision on the ground.

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

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972.335.3580

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES:_____

RAMBLE TRACT A PHASE 1 LOT SUMMARY		
Land Usage Acreage Summary	ACRES (AC)	
Right of Way (ROW)	45.79	17%
Flex Tract	3.75	1%
Open Space (HOA)	13.99	5%
Municipal Management District (MMD)	95.99	35%
Net Residential Area	117.71	42%
Total	277.24	100%
Gross Residential Density	2.29	Units/AC

Open Space Acreage Summary		
Open Space, Detention, Floodplain & MMD	109.98	
Area (Net of ROW & Flex Tract)	227.69	
Total Percentage of Open Space	48%	

Ramble Tract A Phase 1 Lot Summar	**LEGEND**		
60' x 120'	△	137	21.6%
74' x 130'	⬭	94	14.8%
50' x 120'	○	234	36.9%
40' x 115'	◇	129	20.3%
74' x 130'	□	24	3.8%
84' x 130'	⬠	10	1.6%
VARIES x VARIES	✡	6	0.9%
Total Lots		634	100.0%

Density Summary (Units per Acre)			
Gross Density		2.29	
Net of ROW		2.74	
Phase 1A Lot Summary	**LEGEND**		
60' x 120'	△	3	10.0%
74' x 130'	⬭	12	40.0%
50' x 120'	○	4	13.3%
40' x 115'	◇	11	36.7%
Total Phase 1A Lots		30	100.0%
Phase 1B Lot Summary	**LEGEND**		
60' x 120'	△	32	14.0%
50' x 120'	○	78	34.2%
40' x 115'	◇	118	51.8%
Total Phase 1B Lots		228	100.0%
Phase 1C Lot Summary	**LEGEND**		
60' x 120'	△	45	20.1%
74' x 130'	⬭	3	1.3%
50' x 120'	○	152	67.9%
74' x 130'	□	24	10.7%
Total Phase 1C Lots		224	100.0%
Phase 1D Lot Summary	**LEGEND**		
60' x 120'	△	57	37.5%
74' x 130'	⬭	79	52.0%
84' x 130'	⬠	10	6.6%
VARIES x VARIES	✡	6	3.9%
Total Phase 1D Lots		152	100.0%

CERTIFICATE OF PLAT APPROVAL

APPROVED

_____ _____
City Development Official Date
City of Celina, Texas

Witness by this _____ day of _____, 20___.

_____
City Secretary
City of Celina, Texas

FINAL PLAT

RAMBLE ADDITION
PHASE 1D

BLOCK JJ, LOTS 10-18; BLOCK JJJ, LOT 2-MMD;
BLOCK KK, LOTS 1-18; BLOCK LL, LOTS 1-21;
BLOCK MM, LOTS 1-14; BLOCK NN, LOTS 1-48 & 49-HOA;
BLOCK OO, LOTS 1-29; BLOCK QQ, LOTS 24-30;
BLOCK TT, LOTS 1-4, 5-HOA & 6-8

152 RESIDENTIAL LOTS
2 HOMEOWNER'S ASSOCIATION (HOA) LOT
1 MMD LOT
10.925 ACRES OF RIGHT-OF-WAY

61.340 ACRES OUT OF THE MARTHA HERRON SURVEY
ABSTRACT NO. 415
CITY OF CELINA, COLLIN COUNTY, TEXAS
PREPARED: December 12, 2024
CITY PROJECT # PLAT-24-005091

Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	KHA	Dec. 2024	063258421	4 OF 4

FILED:

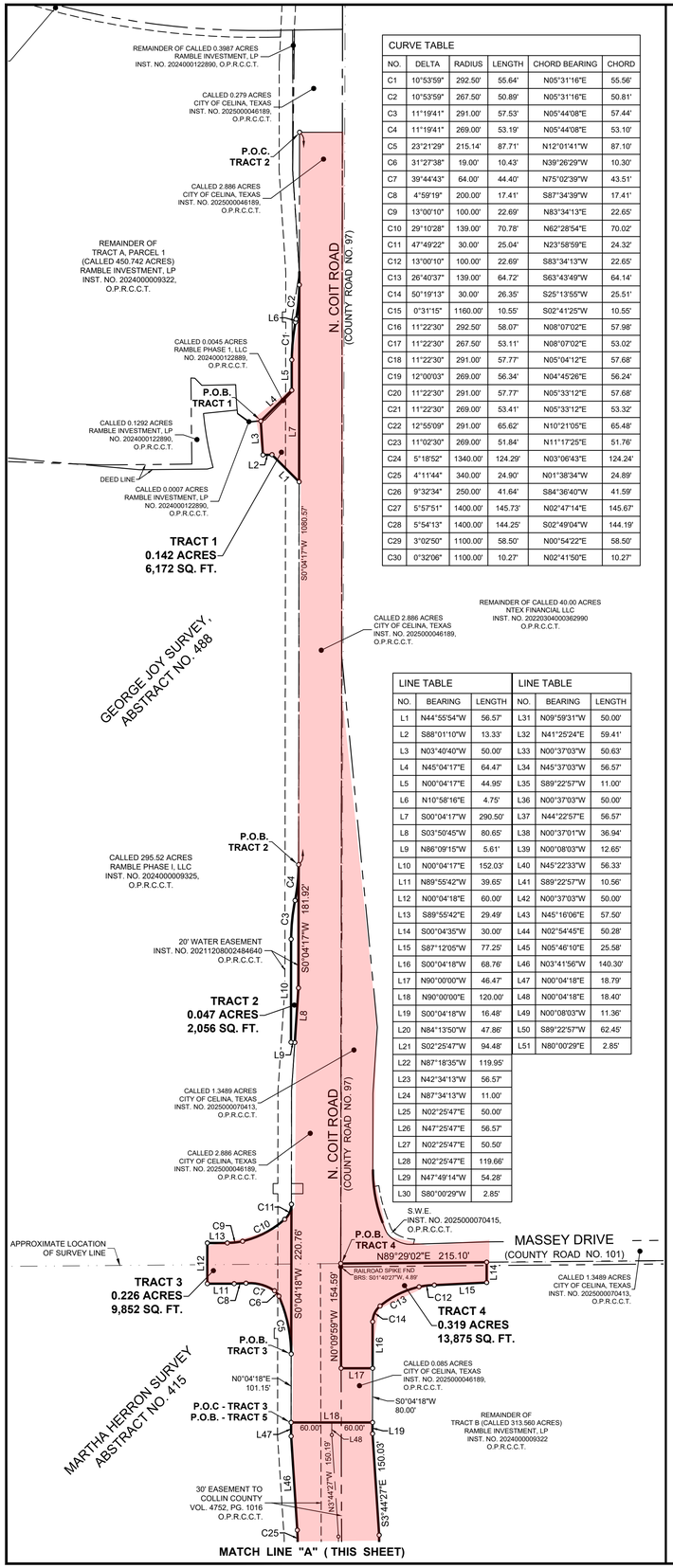
OWNER:
Ramble Investment, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : David Barton, PE

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

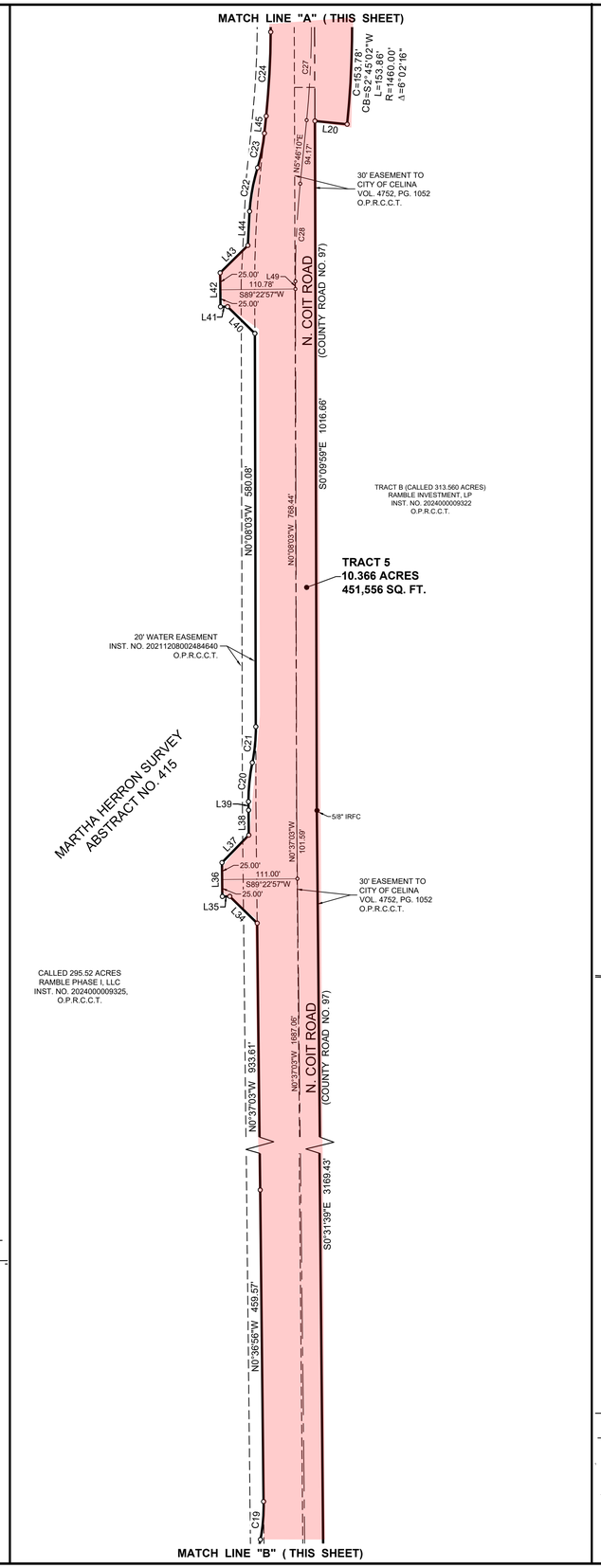
DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLATS\FP063258421_PHASE 1D.DWG PLOTTED BY: HOEFNER, JOHN 12/12/2024 2:32 PM LAST SAVED: 12/12/2024 2:31 PM

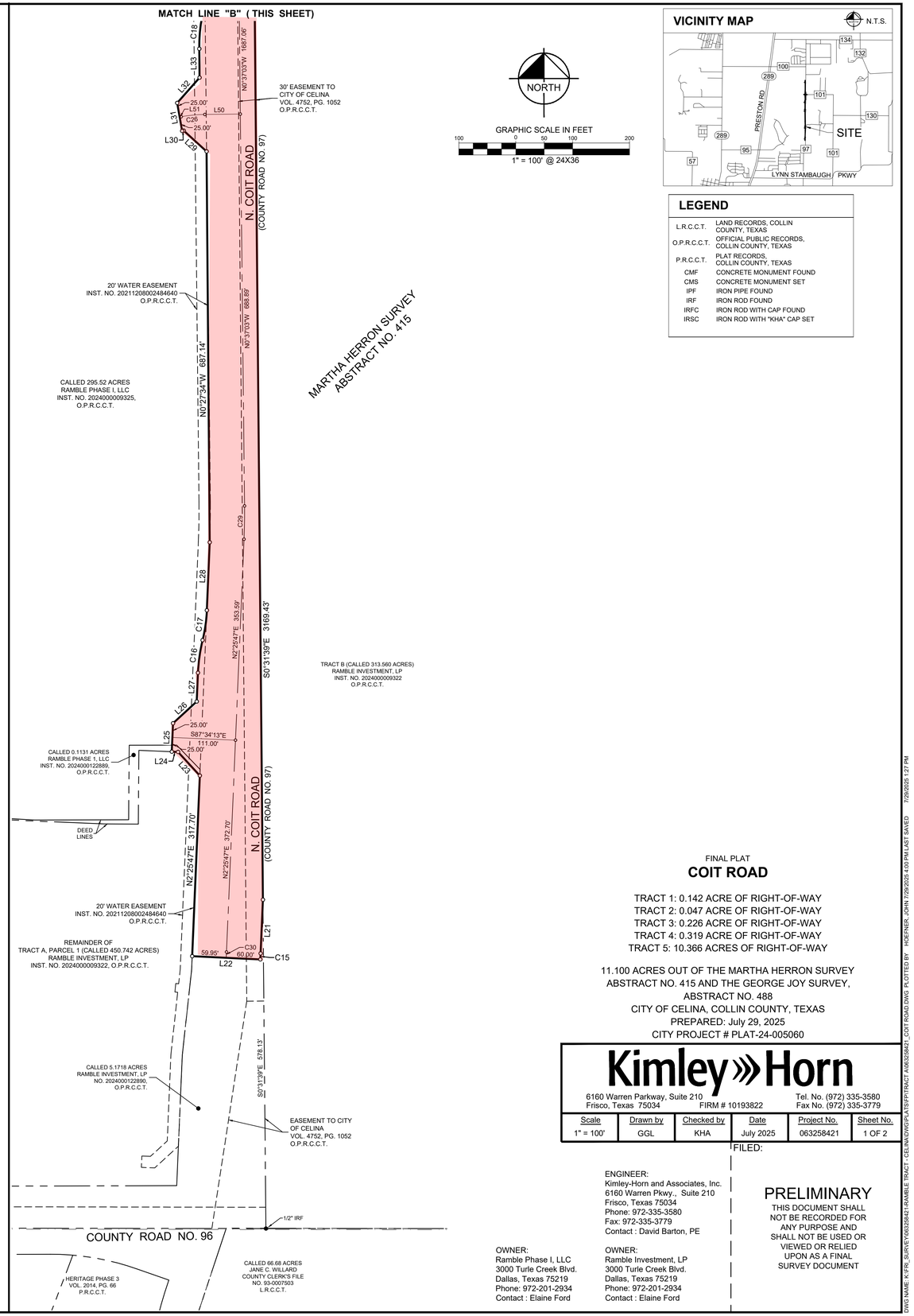
RELEASED FOR CONSTRUCTION
03/25/2025



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°53'59"	292.50'	55.64'	N05°31'16"E	55.56'
C2	10°53'59"	267.50'	50.89'	N05°31'16"E	50.81'
C3	11°19'41"	291.00'	57.53'	N05°44'08"E	57.44'
C4	11°19'41"	269.00'	53.19'	N05°44'08"E	53.10'
C5	23°21'29"	215.14'	87.71'	N12°01'41"W	87.10'
C6	31°27'38"	19.00'	10.43'	N39°26'29"W	10.30'
C7	39°44'43"	64.00'	44.40'	N75°02'39"W	43.51'
C8	4°59'19"	200.00'	17.41'	S87°34'39"W	17.41'
C9	13°00'10"	100.00'	22.69'	N83°34'13"E	22.65'
C10	29°10'28"	139.00'	70.78'	N62°28'54"E	70.02'
C11	47°49'22"	30.00'	25.04'	N23°58'59"E	24.32'
C12	13°00'10"	100.00'	22.69'	S83°34'13"W	22.65'
C13	26°40'37"	139.00'	64.72'	S63°43'49"W	64.14'
C14	50°19'13"	30.00'	26.35'	S25°13'55"W	25.51'
C15	0°31'15"	1160.00'	10.55'	S02°41'25"W	10.55'
C16	11°22'30"	292.50'	58.07'	N08°07'02"E	57.98'
C17	11°22'30"	267.50'	53.11'	N08°07'02"E	53.02'
C18	11°22'30"	291.00'	57.77'	N05°04'12"E	57.68'
C19	12°00'03"	269.00'	56.34'	N04°45'26"E	56.24'
C20	11°22'30"	291.00'	57.77'	N05°33'12"E	57.68'
C21	11°22'30"	269.00'	53.41'	N05°33'12"E	53.32'
C22	12°55'09"	291.00'	65.62'	N10°21'05"E	65.48'
C23	11°02'30"	269.00'	51.84'	N11°17'25"E	51.76'
C24	5°18'52"	1340.00'	124.29'	N03°06'43"E	124.24'
C25	4°11'44"	340.00'	24.90'	N01°38'34"W	24.89'
C26	9°32'34"	250.00'	41.64'	S84°36'40"W	41.59'
C27	5°57'51"	1400.00'	145.73'	N02°47'14"E	145.67'
C28	5°54'13"	1400.00'	144.25'	S02°49'04"W	144.19'
C29	3°02'50"	1100.00'	58.50'	N00°54'22"E	58.50'
C30	0°32'06"	1100.00'	10.27'	N02°41'50"E	10.27'

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N44°55'54"W	56.57'	L31	N09°59'31"W	50.00'
L2	S88°01'10"W	13.33'	L32	N41°25'24"E	59.41'
L3	N03°40'40"W	50.00'	L33	N00°37'03"W	50.63'
L4	N45°04'17"E	64.47'	L34	N45°37'03"W	56.57'
L5	N00°04'17"E	44.95'	L35	S89°22'57"W	11.00'
L6	N10°58'16"E	4.75'	L36	N00°37'03"W	50.00'
L7	S00°04'17"W	290.50'	L37	N44°22'57"E	56.57'
L8	S03°50'45"W	80.65'	L38	N00°37'01"W	36.94'
L9	N86°09'15"W	5.61'	L39	N00°08'03"W	12.65'
L10	N00°04'17"E	152.03'	L40	N45°22'33"W	56.33'
L11	N89°55'42"W	39.65'	L41	S89°22'57"W	10.56'
L12	N00°04'18"E	60.00'	L42	N00°37'03"W	50.00'
L13	S89°55'42"E	29.49'	L43	N45°16'06"E	57.50'
L14	S00°04'35"W	30.00'	L44	N02°54'45"E	50.28'
L15	S87°12'05"W	77.25'	L45	N05°46'10"E	25.58'
L16	S00°04'18"W	68.76'	L46	N03°41'56"W	140.30'
L17	N90°00'00"W	46.47'	L47	N00°04'18"E	18.79'
L18	N90°00'00"E	120.00'	L48	N00°04'18"E	18.40'
L19	S00°04'18"W	16.48'	L49	N00°08'03"W	11.36'
L20	N84°13'50"W	47.86'	L50	S89°22'57"W	62.45'
L21	S02°25'47"W	94.48'	L51	N80°00'29"E	2.85'
L22	N87°18'35"W	119.95'			
L23	N42°34'13"W	56.57'			
L24	N87°34'13"W	11.00'			
L25	N02°25'47"E	50.00'			
L26	N47°25'47"E	56.57'			
L27	N02°25'47"E	50.50'			
L28	N02°25'47"E	119.66'			
L29	N47°49'14"W	54.28'			
L30	S80°00'29"W	2.85'			





LEGEND

L.R.C.C.T.	LAND RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRFC	IRON ROD WITH CAP FOUND
IRSC	IRON ROD WITH "KHA" CAP SET

FINAL PLAT

COIT ROAD

TRACT 1: 0.142 ACRE OF RIGHT-OF-WAY
TRACT 2: 0.047 ACRE OF RIGHT-OF-WAY
TRACT 3: 0.226 ACRE OF RIGHT-OF-WAY
TRACT 4: 0.319 ACRE OF RIGHT-OF-WAY
TRACT 5: 10.366 ACRES OF RIGHT-OF-WAY

11.100 ACRES OUT OF THE MARTHA HERRON SURVEY ABSTRACT NO. 415 AND THE GEORGE JOY SURVEY, ABSTRACT NO. 488
CITY OF CELINA, COLLIN COUNTY, TEXAS
PREPARED: July 29, 2025
CITY PROJECT # PLAT-24-005060

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	GGL	KHA	July 2025	063258421	1 OF 2

FILED:

ENGINEER:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : David Barton, PE

OWNER:
Ramble Investment, LP
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

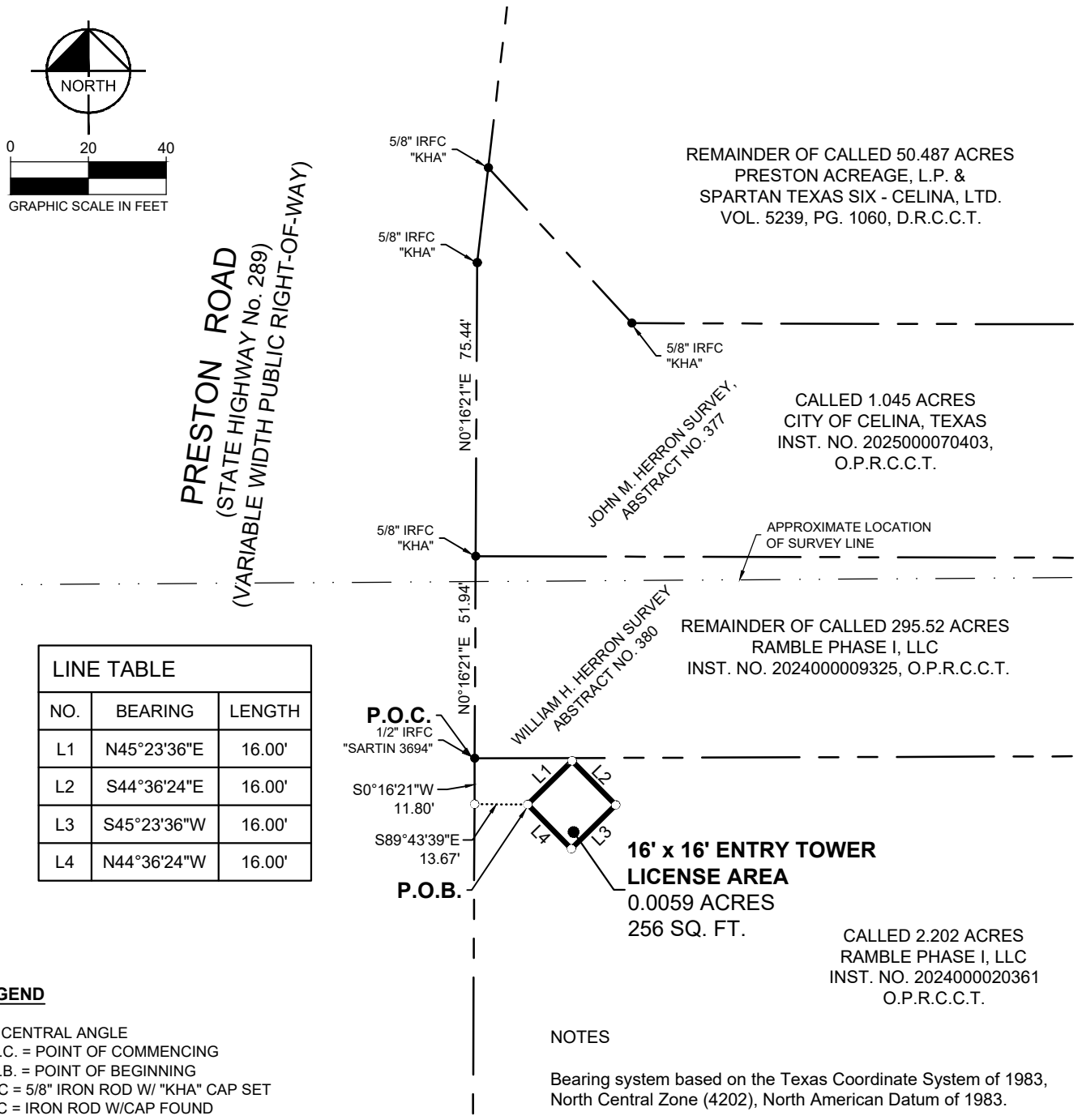
OWNER:
Ramble Phase I, LLC
3000 Turle Creek Blvd.
Dallas, Texas 75219
Phone: 972-201-2934
Contact : Elaine Ford

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

DWG NAME: K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\PLATS\PRTRACT A063258421_COIT ROAD.DWG PLOTTED BY: HOERNER, JOHN 7/29/2025 4:00 PM LAST SAVED: 7/29/2025 1:27 PM

Exhibit A-1
Depiction of Tower Licensed Area

[Attached]



LINE TABLE		
NO.	BEARING	LENGTH
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L2	S44°36'24"E	16.00'
L3	S45°23'36"W	16.00'
L4	N44°36'24"W	16.00'

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T = PLAT RECORDS, COLLIN COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

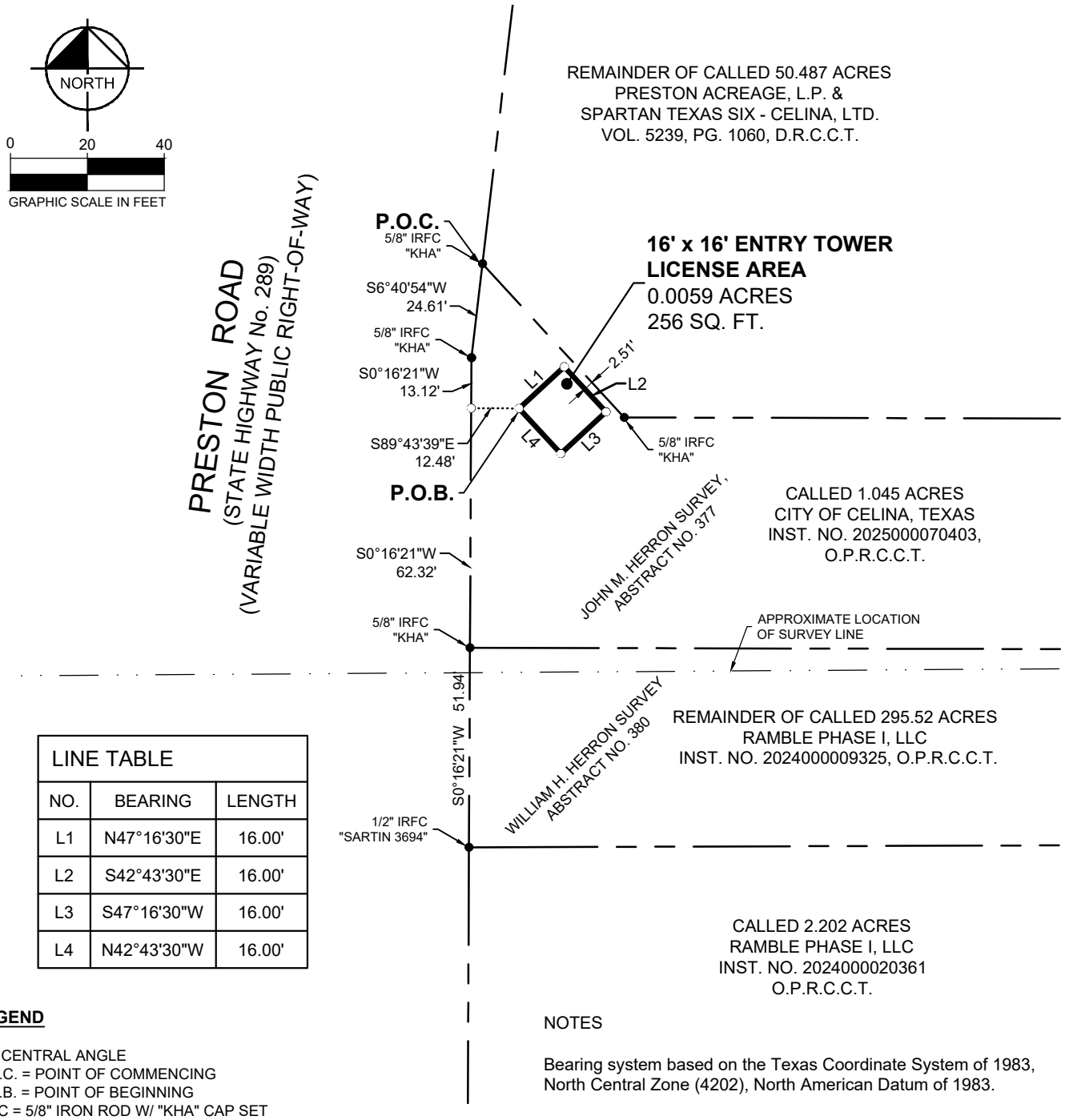
EXHIBIT A
ENTRY TOWER LICENSE AREA
0.0059 ACRE
WILLIAM H. HERROD SURVEY, A-380
CITY OF CELINA, COLLIN COUNTY, TEXAS

JOHN HOEFNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7096
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
john.hoefner@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	JMH	KHA	Sep. 2025	063258421	2 OF 2

HOEFNER, JOHN 9/9/2025 8:09 AM K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\EASEMENTS\063258421-RAMBLE 1A_ENTRY TOWER LICENSE AREA_1.DWG



LINE TABLE		
NO.	BEARING	LENGTH
L1	N47°16'30"E	16.00'
L2	S42°43'30"E	16.00'
L3	S47°16'30"W	16.00'
L4	N42°43'30"W	16.00'

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T = PLAT RECORDS, COLLIN COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT A
ENTRY TOWER LICENSE AREA
0.0059 ACRE
JOHN M. HERRON SURVEY, A-377
CITY OF CELINA, COLLIN COUNTY, TEXAS

JOHN HOEFNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7096
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
john.hoefner@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	JMH	KHA	Sep. 2025	063258421	2 OF 2

HOEFNER, JOHN 9/9/2025 9:03 AM K:\FRI_SURVEY\063258421-RAMBLE TRACT - CELINA\DWG\EASEMENTS\063258421-RAMBLE 1A_ENTRY TOWER LICENSE AREA_2.DWG

Exhibit A-2
Legal Description of Tower Licensed Area

Licensed Area #1

BEING a tract of land situated in the William H. Herrod Survey, Abstract No. 380, City of Celina, Collin County, Texas, and being a portion of a called 2.202-acre tract of land described in a deed to Ramble Phase I, LLC, recorded in Instrument No. 2024000020361, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for the northwest corner of said 2.202-acre tract, common to the westernmost southwest corner of a called 295.52-acre tract of land described in a deed to Ramble Phase I, LLC, recorded in Instrument No. 2024000009325, said Official Public Records, same being on the easterly right-of-way line of Preston Road (also known as State Highway No. 289)(variable width public right-of-way);

THENCE South 00°16'21" West, along the common line of said 2.202-acre tract and said Preston Road, a distance of 11.80 feet to a point;

THENCE South 89°43'39" East, departing said common line and crossing said 2.202-acre tract, a distance of 13.67 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE continuing across said 2.202-acre tract the following courses and distances:

North 45°23'36" East, a distance of 16.00 feet to a point for corner;

South 44°36'24" East, a distance of 16.00 feet to a point for corner;

South 45°23'36" West, a distance of 16.00 feet to a point for corner;

North 44°36'24" West, a distance of 16.00 feet to the **POINT OF BEGINNING** and containing 256 square feet or 0.0059 of an acre of land, more or less.

Licensed Area #2

BEING a tract of land situated in the John M. Herron Survey, Abstract No. 377, City of Celina, Collin County, Texas, and being a portion of a called 1.045-acre tract of land described in a deed to City of Celina, Texas, recorded in Instrument No. 2025000070403, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said 1.045-acre tract, same being on the westerly line of a called 50.487-acre tract of land described in a deed to Preston Acreage, L.P. & Spartan Texas Six – Celina, Ltd., recorded in Volume 5239, Page 1060, Deed Records, Collin County, Texas, same being on the easterly right-of-way line of Preston Road (also known as State Highway No. 289)(variable width public right-of-way);

THENCE South 06°40'54" West, along the common line of said 1.045-acre tract and said Preston Road, a distance of 24.61 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE South 00°16'21" West, continuing along said common line, a distance of 13.12 feet to a point;

THENCE South 89°43'39" East, departing said common line and crossing said 1.045-acre tract, a distance of 12.48 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE continuing across said 1.045-acre tract the following courses and distances:

North 47°16'30" East, a distance of 16.00 feet to a point for corner;

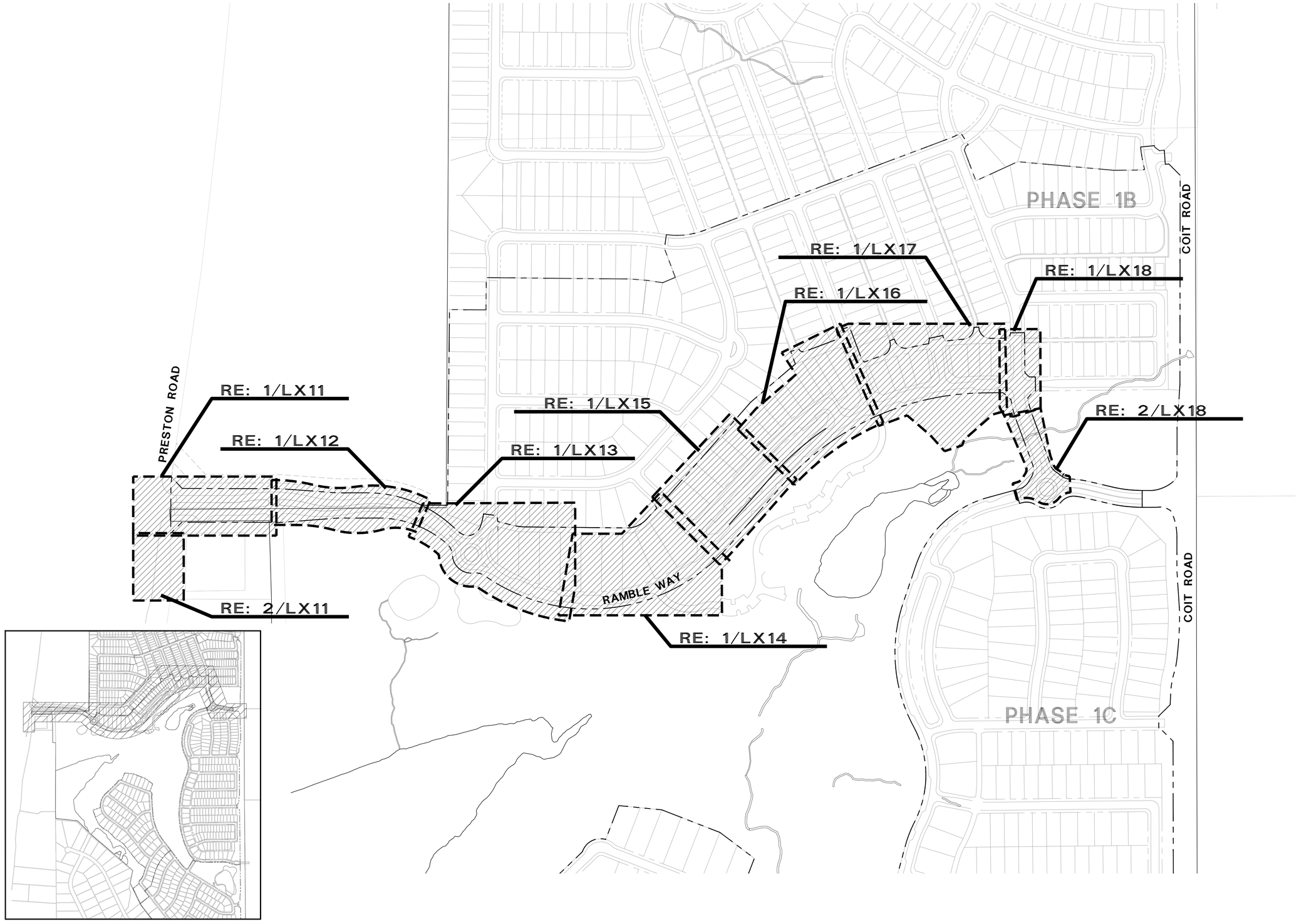
South 42°43'30" East, a distance of 16.00 feet to a point for corner;

South 47°16'30" West, a distance of 16.00 feet to a point for corner;

North 42°43'30" West, a distance of 16.00 feet to a point for corner; to the **POINT OF BEGINNING** and containing 256 square feet or 0.0059 of an acre of land, more or less.

Exhibit B
Improvements

[Attached]



1 KEYMAP

NOT TO SCALE

NORTH

TBG

landscape architects, planners & designers

2001 bryan street
bryan tower, suite 1450
dallas, tx 75201

[214] 744-0757
tbgpartners.com

REGISTERED LANDSCAPE ARCHITECT
JODY K. HOUSER
2613
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

sheet name
KEY MAP

sheet number
L002

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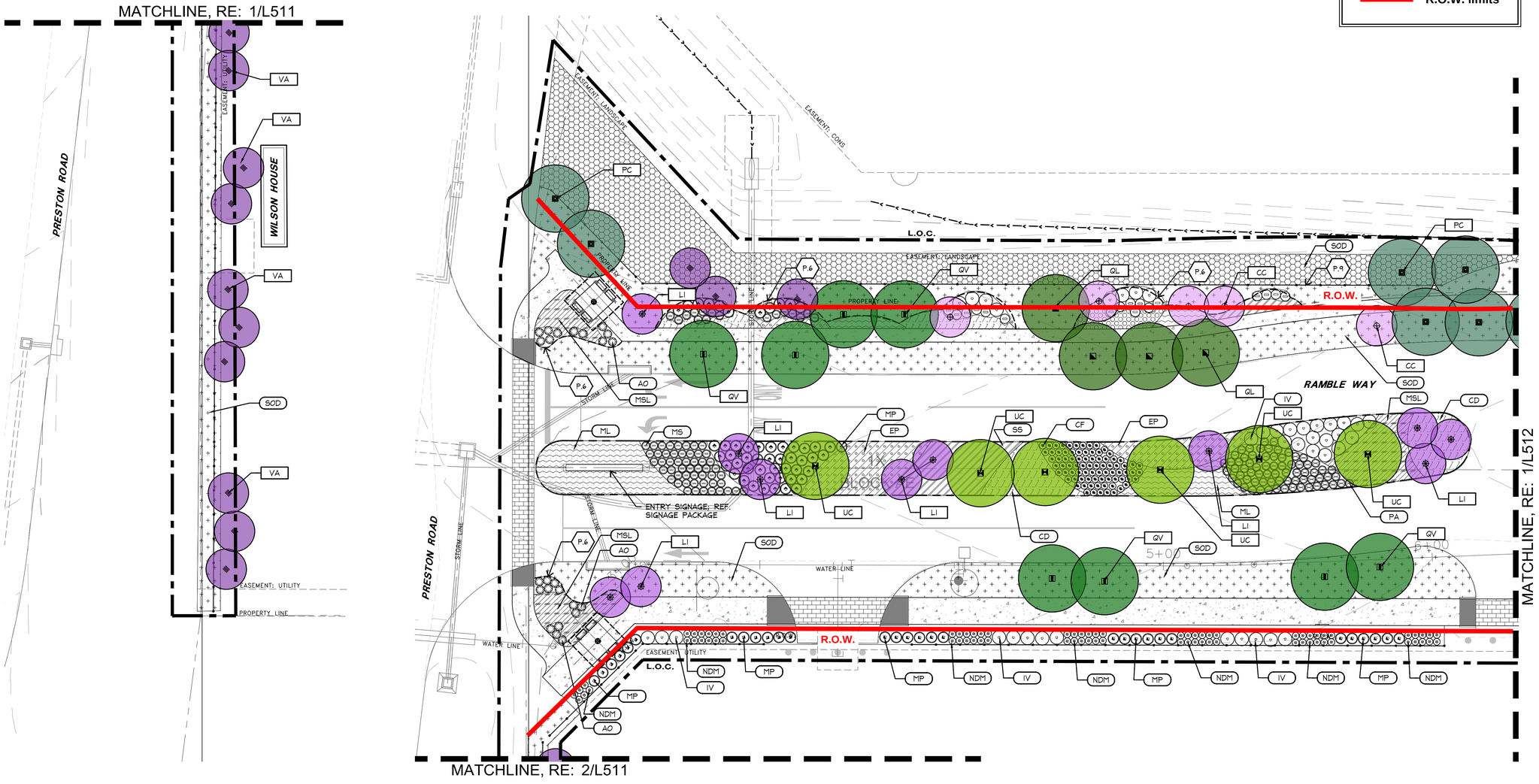

LEGEND

R.O.W. limits

2 PLANTING PLAN
SCALE: 1"=20'

1 PLANTING PLAN
SCALE: 1"=20'

NORTH

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
2613
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
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3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

sheet name
PLANTING PLAN

sheet number
L511

P:\D - Ramble - LA\02 D24007 - Phase 1 Landscape Arch\03 Development\Phase 1A Landscape\04 Contract Documents\04 CAD\02 Sheets\L5 Planting\D24007 - ph1A - L511.dwg | ARCH Full Bleed D (36.00 X 24.00 Inches)

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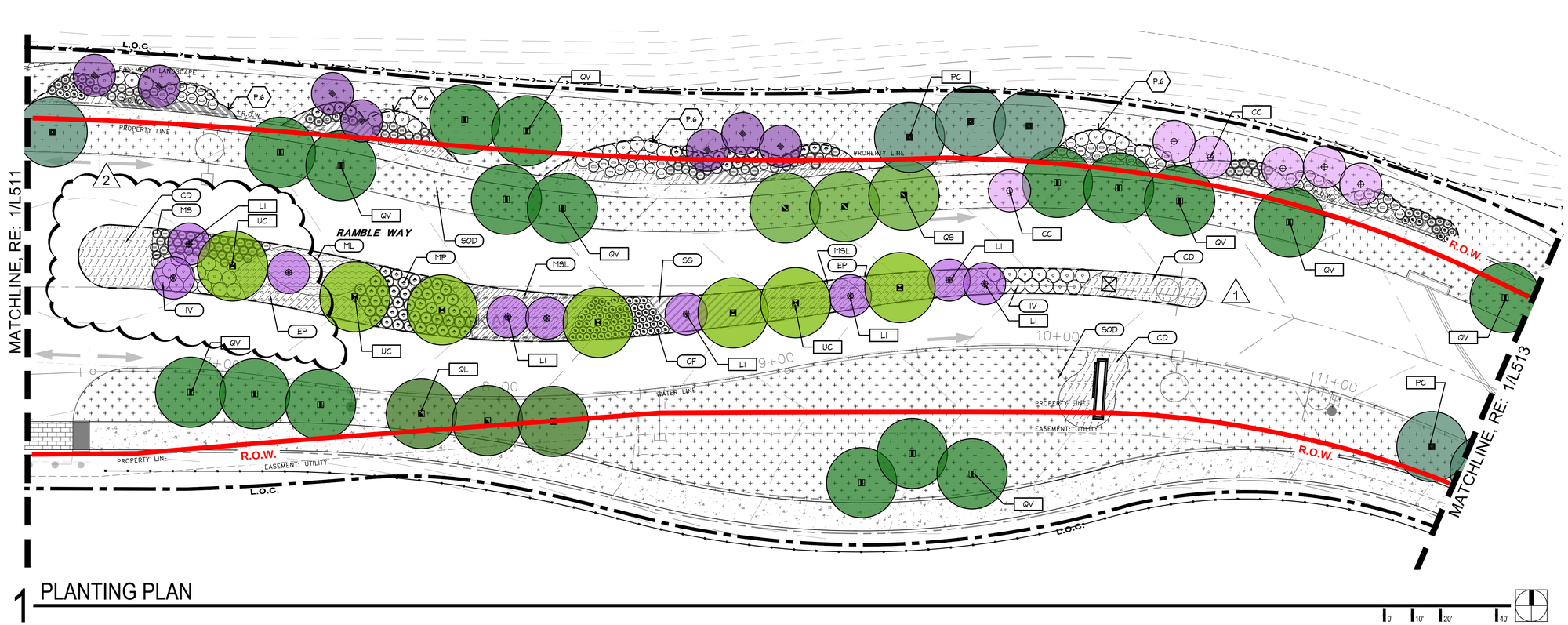
LEGEND

R.O.W. limits



1 PLANTING PLAN

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
2613
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

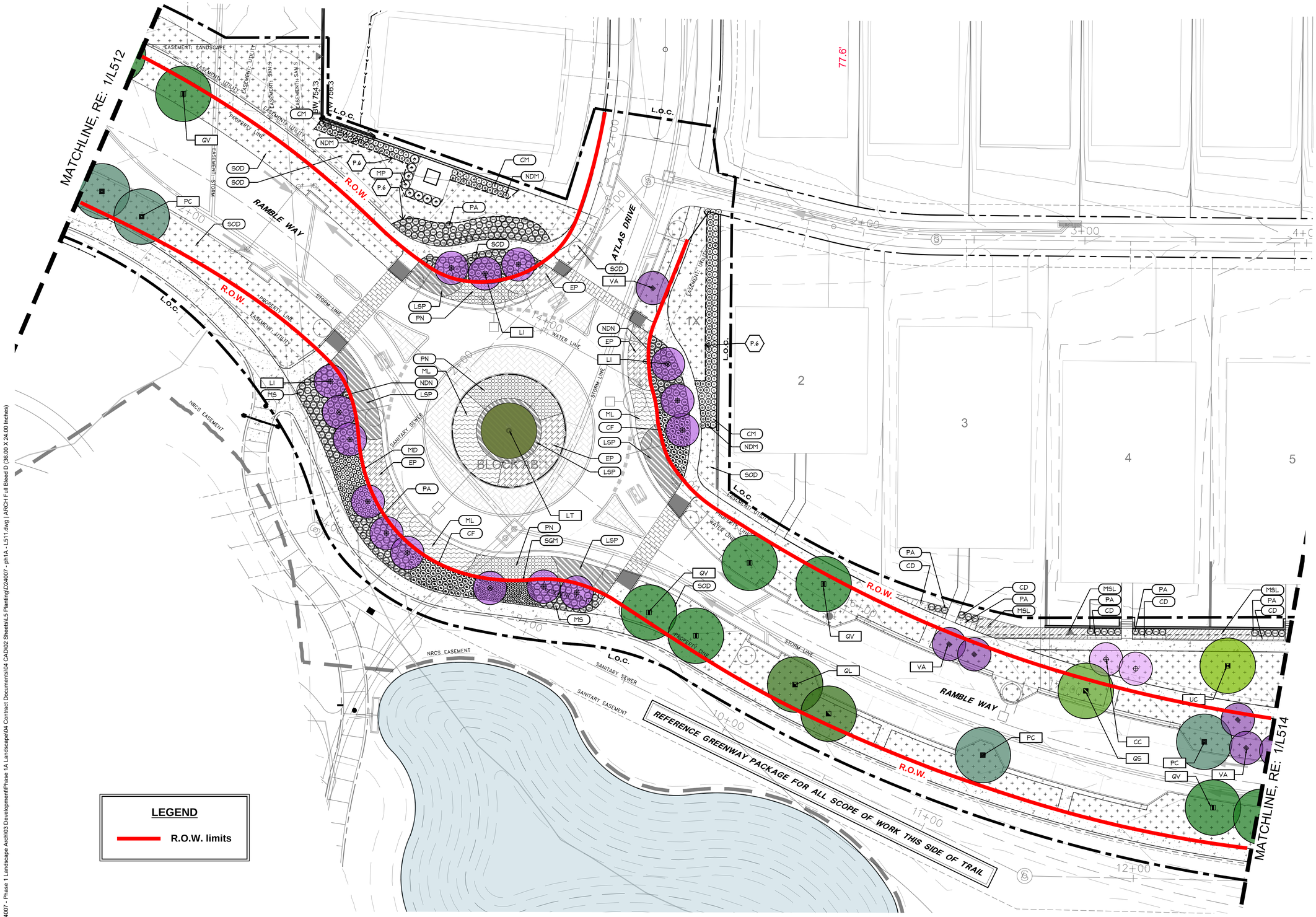
issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

1 08/26/2025 - Bid Addendum 3
2 10/06/2025 - Permit Submittal REV 1

sheet name
PLANTING PLAN

sheet number
L512



LEGEND

R.O.W. limits

1 PLANTING PLAN

SCALE: 1"=20' NORTH

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSE
2613
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

sheet name
PLANTING PLAN

sheet number
L513

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1 PLANTING PLAN

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
2613
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

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HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
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project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

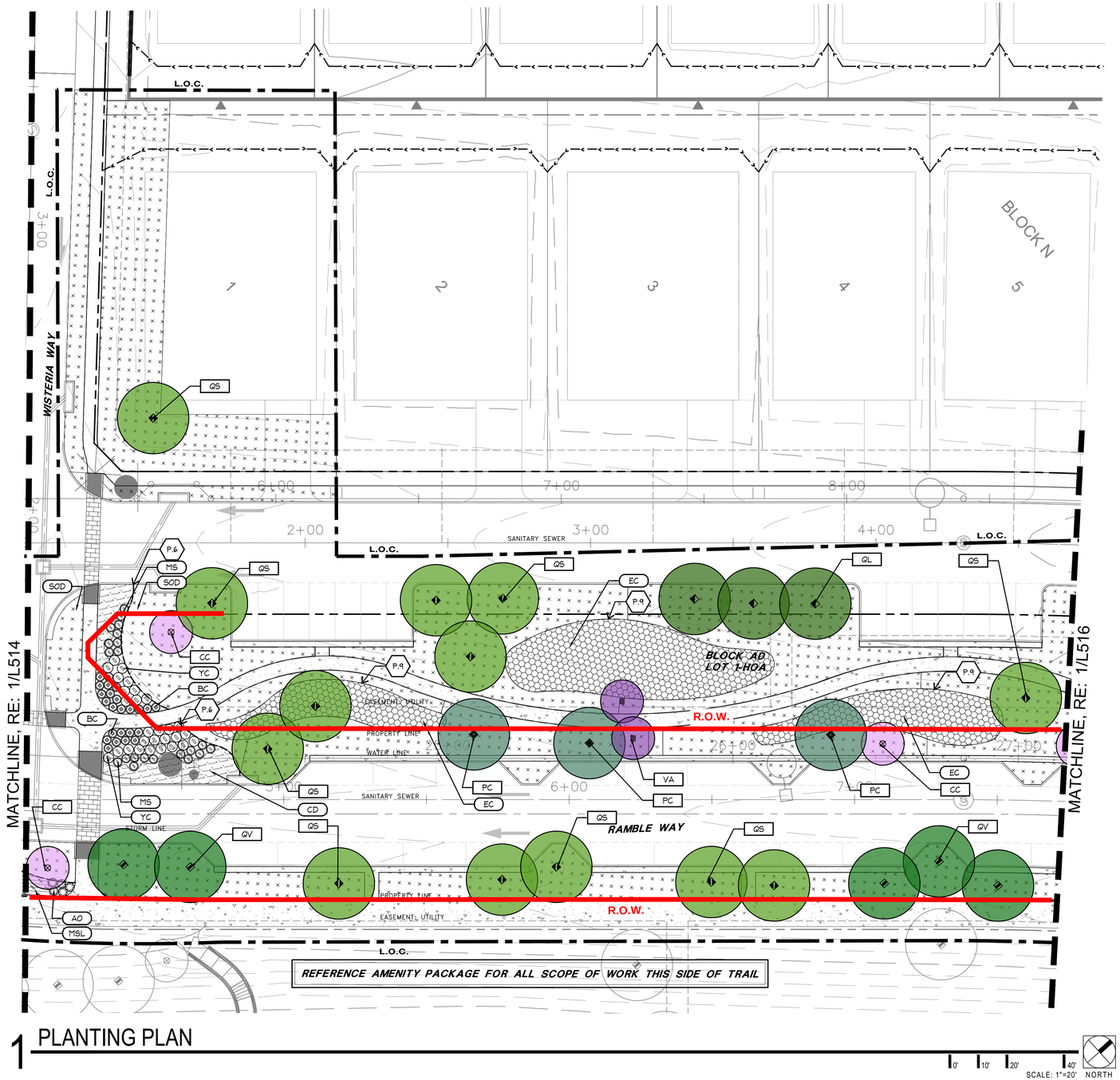
designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

1 10/06/2025 - Permit Submittal REV 1

sheet name
PLANTING PLAN

sheet number
L514

P:\D - Ramble - LA\02 D24007 - Phase 1 Landscape Arch\03 Development\Phase 1A Landscape\04 Contract Documents\04 CAD\02 Sheets\L5 Planting\D24007 - ph1A - L511.dwg | ARCH Full Bleed D (36.00 X 24.00 Inches)



1 PLANTING PLAN

0' 10' 20' 40'
SCALE: 1"=20' NORTH

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
2613
STATE OF TEXAS

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RAMBLE

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PHASE 1 A

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HILLWOOD
3000 turtle creek blvd
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tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

sheet name
PLANTING PLAN

sheet number
L515

1 PLANTING PLAN

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
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STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

1 08/15/2025 - Bid Addendum 2

sheet name
PLANTING PLAN

sheet number
L516

1 PLANTING PLAN

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REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
2813
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1A

issue date
AUGUST 28, 2025

issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

1 10/06/2025 - Permit Submittal REV 1

sheet name
PLANTING PLAN

sheet number
L517

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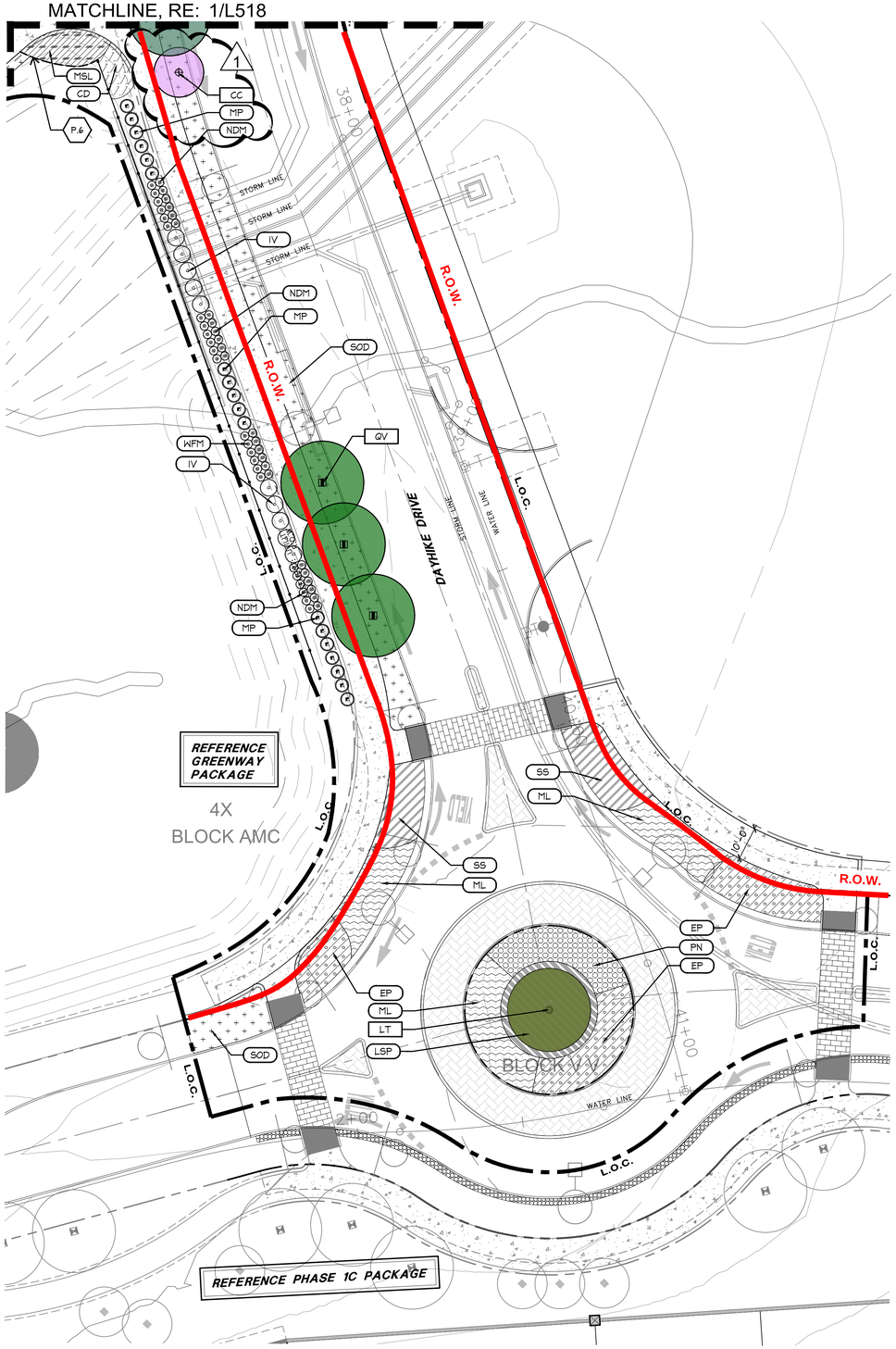
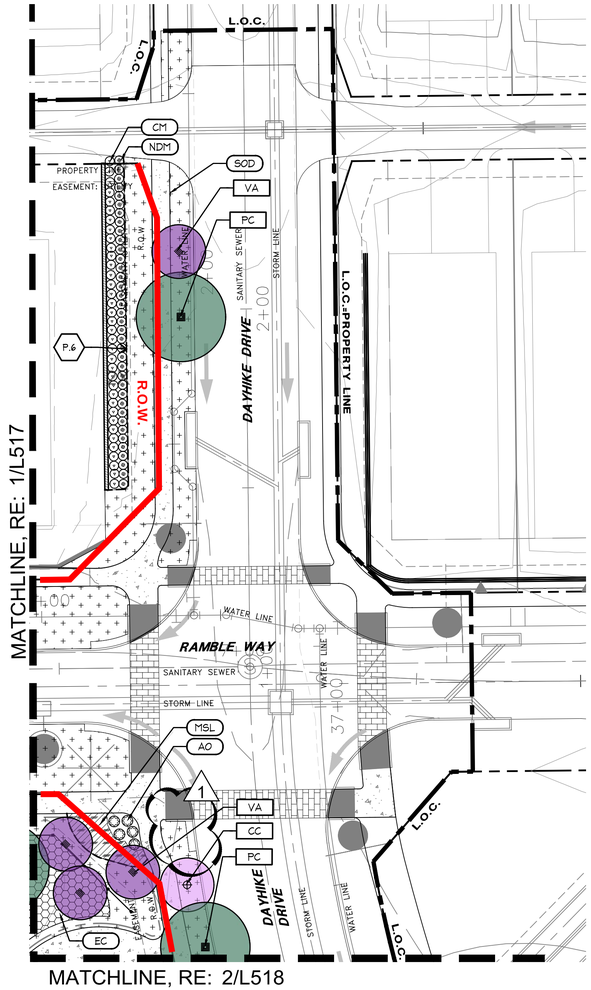


2 PLANTING PLAN

0' 10' 20' 40'
SCALE: 1"=20' NORTH

LEGEND

R.O.W. limits



MATCHLINE, RE: 2/L518

1 PLANTING PLAN

0' 10' 20' 40'
SCALE: 1"=20' NORTH

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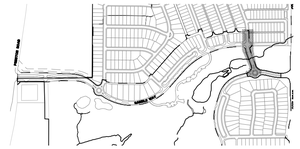
REGISTERED LANDSCAPE ARCHITECT
TODD K. HOUSER
2613
STATE OF TEXAS

project
RAMBLE

phase
PHASE 1 A

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852



project number
D24007 - 1A

issue date
AUGUST 28, 2025

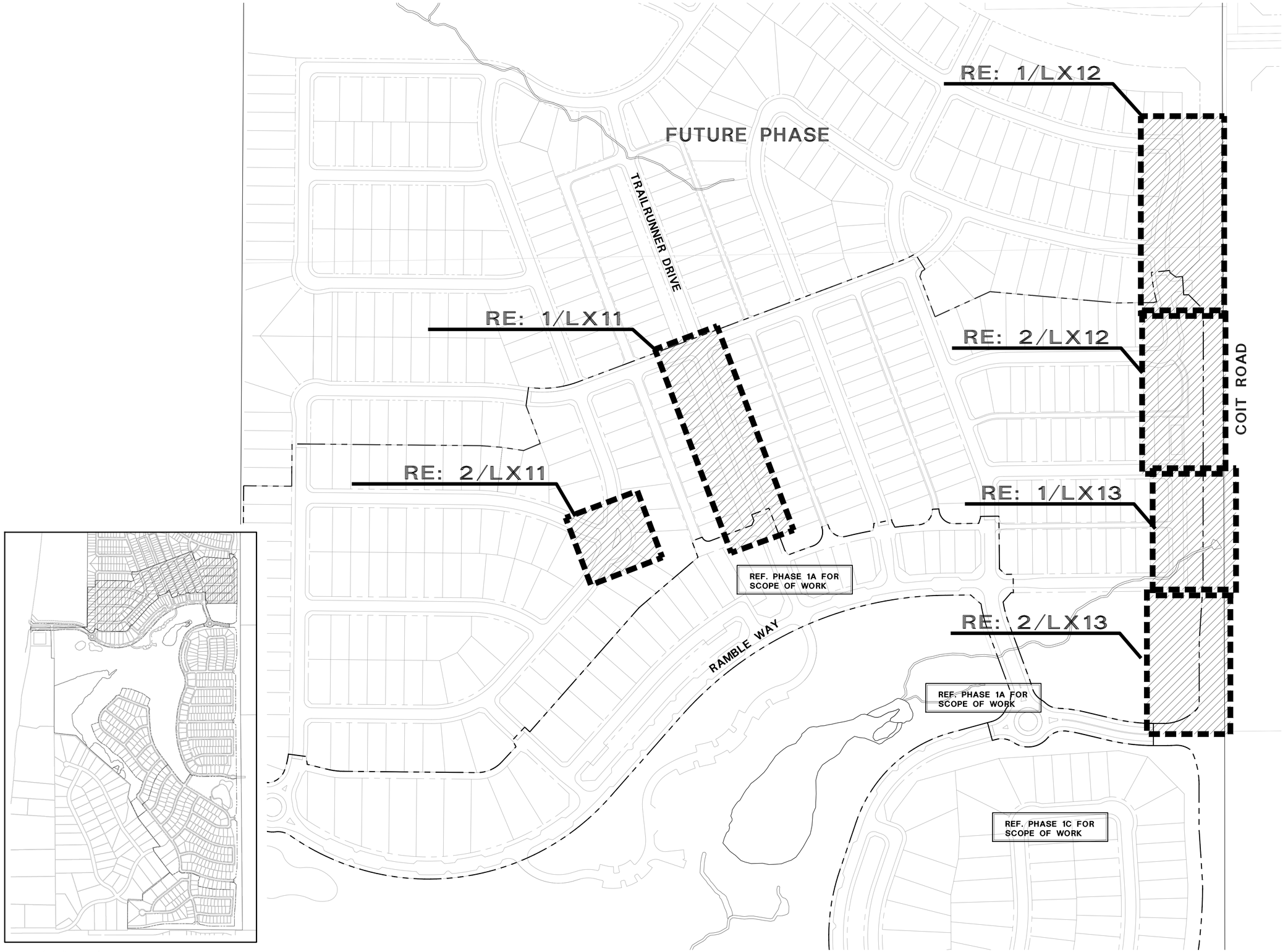
issue name
BID SET

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

1 10/06/2025 - Permit Submittal REV 1

sheet name
PLANTING PLAN

sheet number
L518



1 KEYMAP

NOT TO SCALE

NORTH

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REGISTERED LANDSCAPE ARCHITECT
JOHN K. HERSEY
2613
STATE OF TEXAS

2025-08-28

project
RAMBLE

phase
PHASE 1 B

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1B

issue date
AUGUST 28 2025

issue name
PERMIT SUBMITTAL

designed: RM, LW, HN, LL
drawn: RM, LW, HN, LL
reviewed: JH

sheet name
KEY MAP

sheet number
L002

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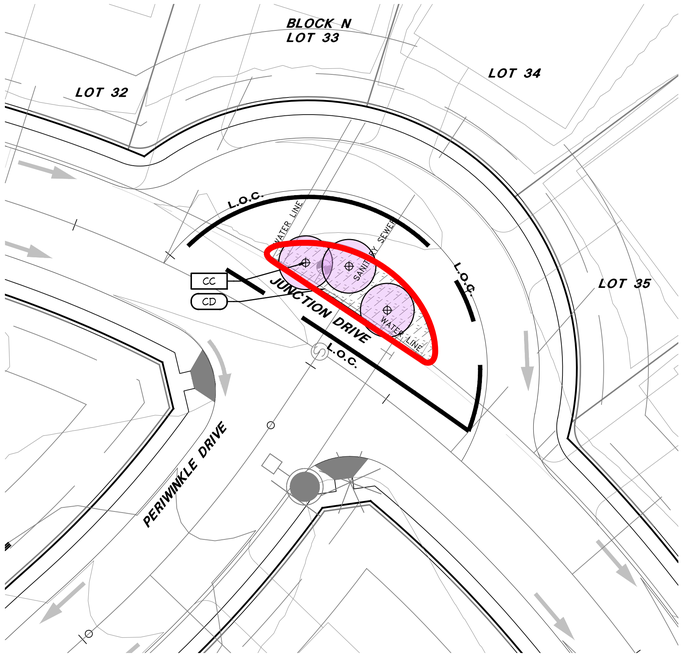
LEGEND

R.O.W. limits



2 PLANTING PLAN

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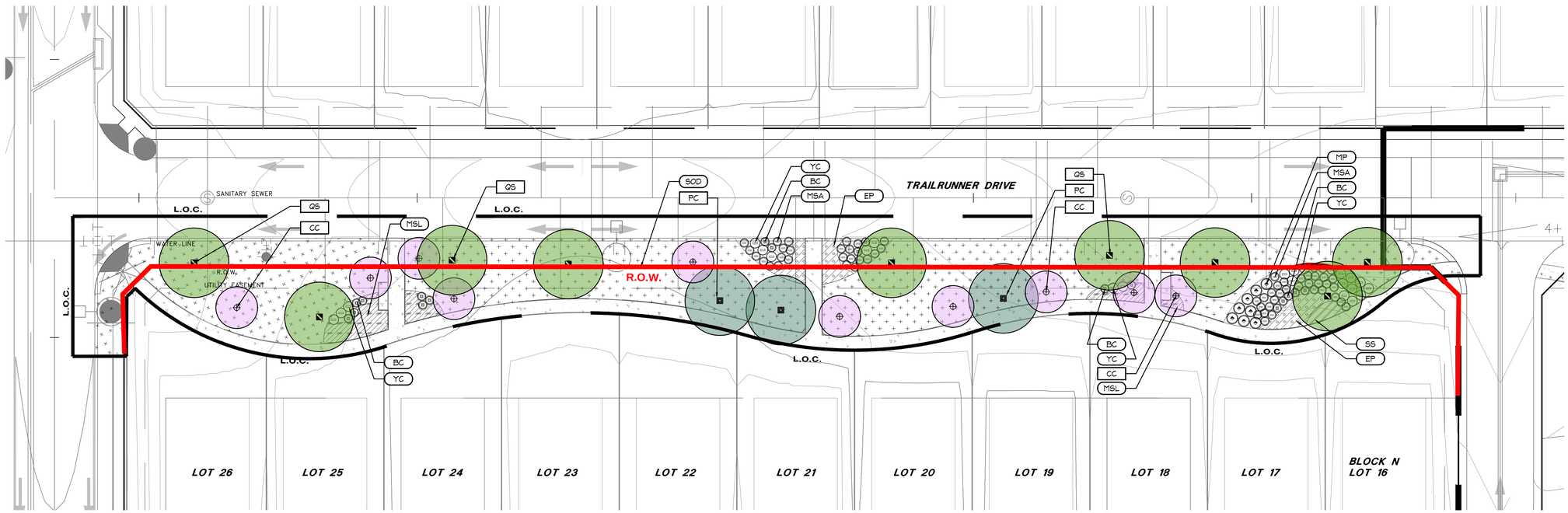

1 PLANTING PLAN

0' 10' 20' 40'
SCALE: 1"=20' N O R T H

TBG

landscape architects, planners & designers

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bryan tower, suite 1450
dallas, tx 75201

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REGISTERED LANDSCAPE ARCHITECT
JOHN K. HOOPER
2613
STATE OF TEXAS

2025-08-28

project
RAMBLE

phase
PHASE 1 B

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1B

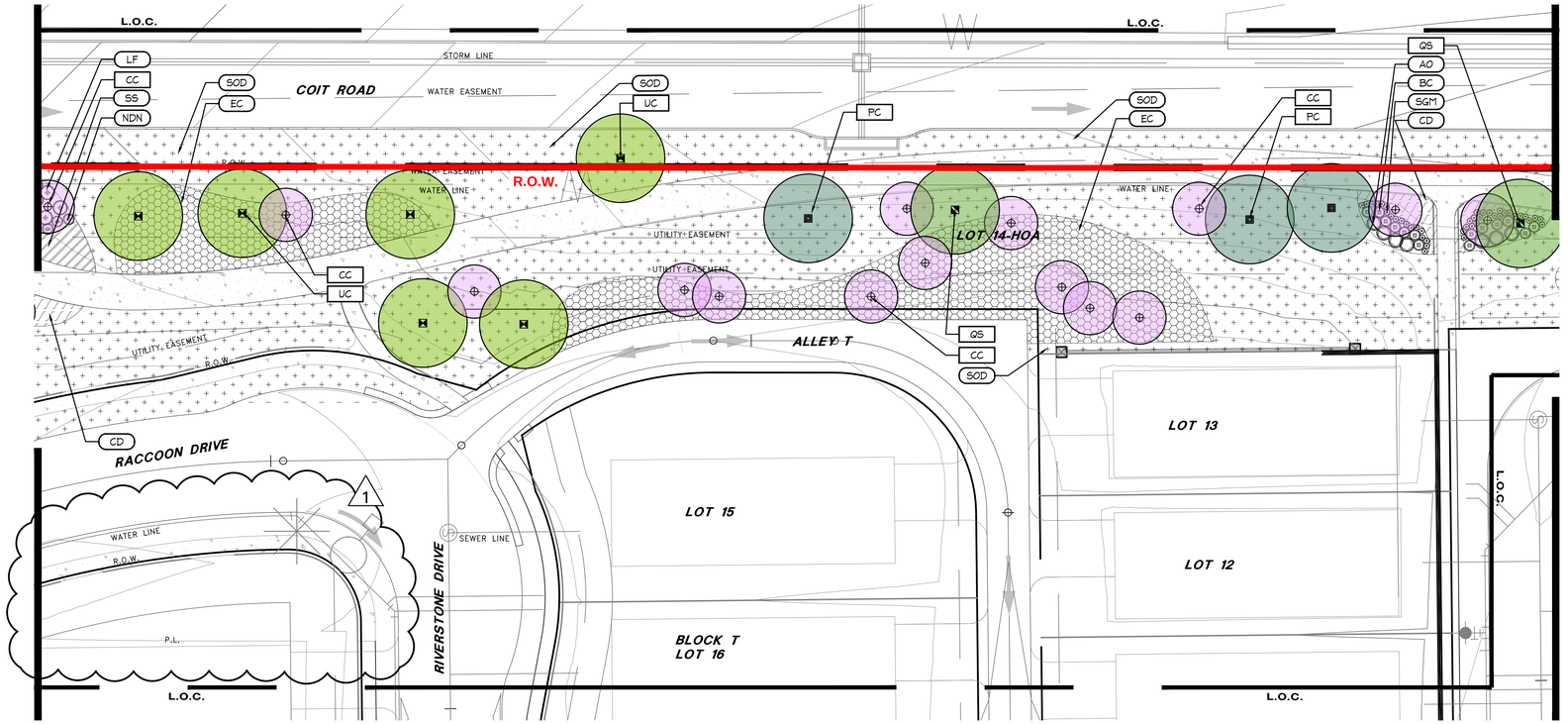
issue date
AUGUST 28 2025

issue name
PERMIT SUBMITTAL

designed: RM, LW, HN, LL
drawn: RM, LW, HN, LL
reviewed: JH

sheet name
PLANTING PLAN

sheet number
L511

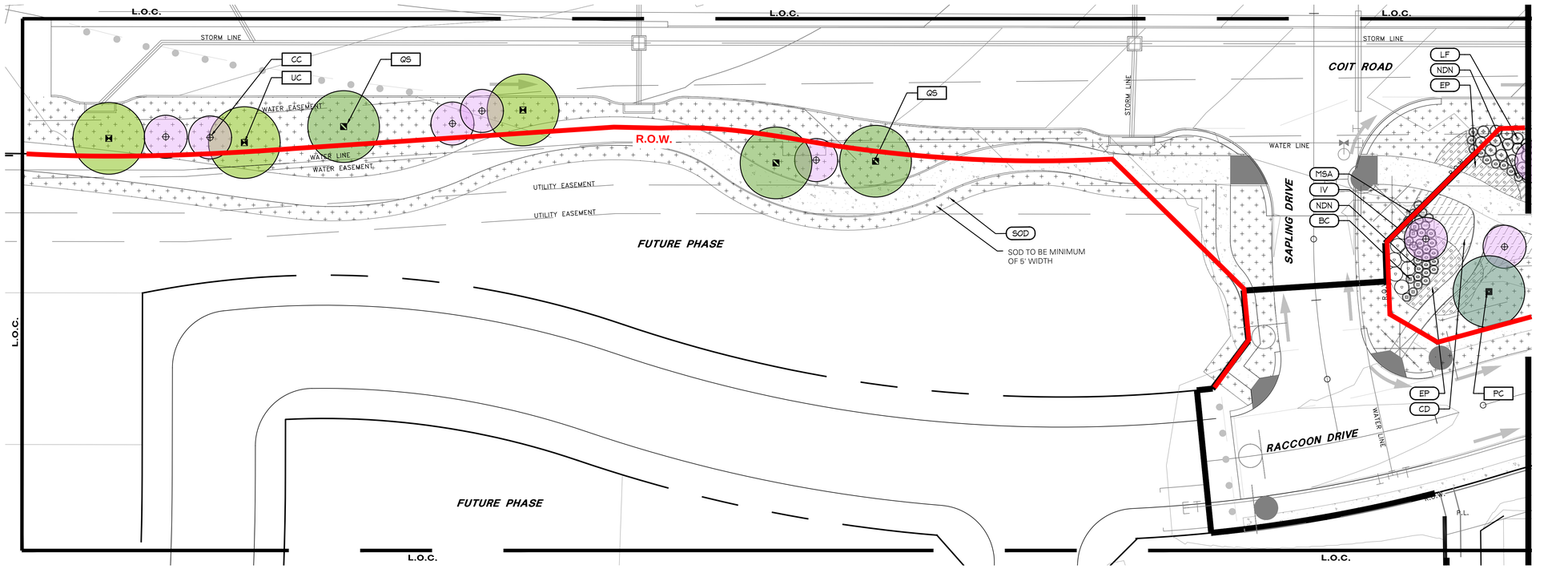


2 PLANTING PLAN

SCALE: 1"=20' N O R T H

LEGEND

R.O.W. limits



1 PLANTING PLAN

SCALE: 1"=20' N O R T H

TBG

landscape architects, planners & designers

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bryan tower, suite 1450
dallas, tx 75201

[214] 744-0757
tbgpartners.com

REGISTERED LANDSCAPE ARCHITECT
JOHN K. HOWARD
2613
STATE OF TEXAS

2025-08-28

project
RAMBLE

phase
PHASE 1 B

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1B

issue date
AUGUST 28 2025

issue name
PERMIT SUBMITTAL

designed: RM, LW, HN, LL
drawn: RM, LW, HN, LL
reviewed: JH

1 08/15/2025 - Bid Addendum 2

sheet name
PLANTING PLAN

sheet number
L512

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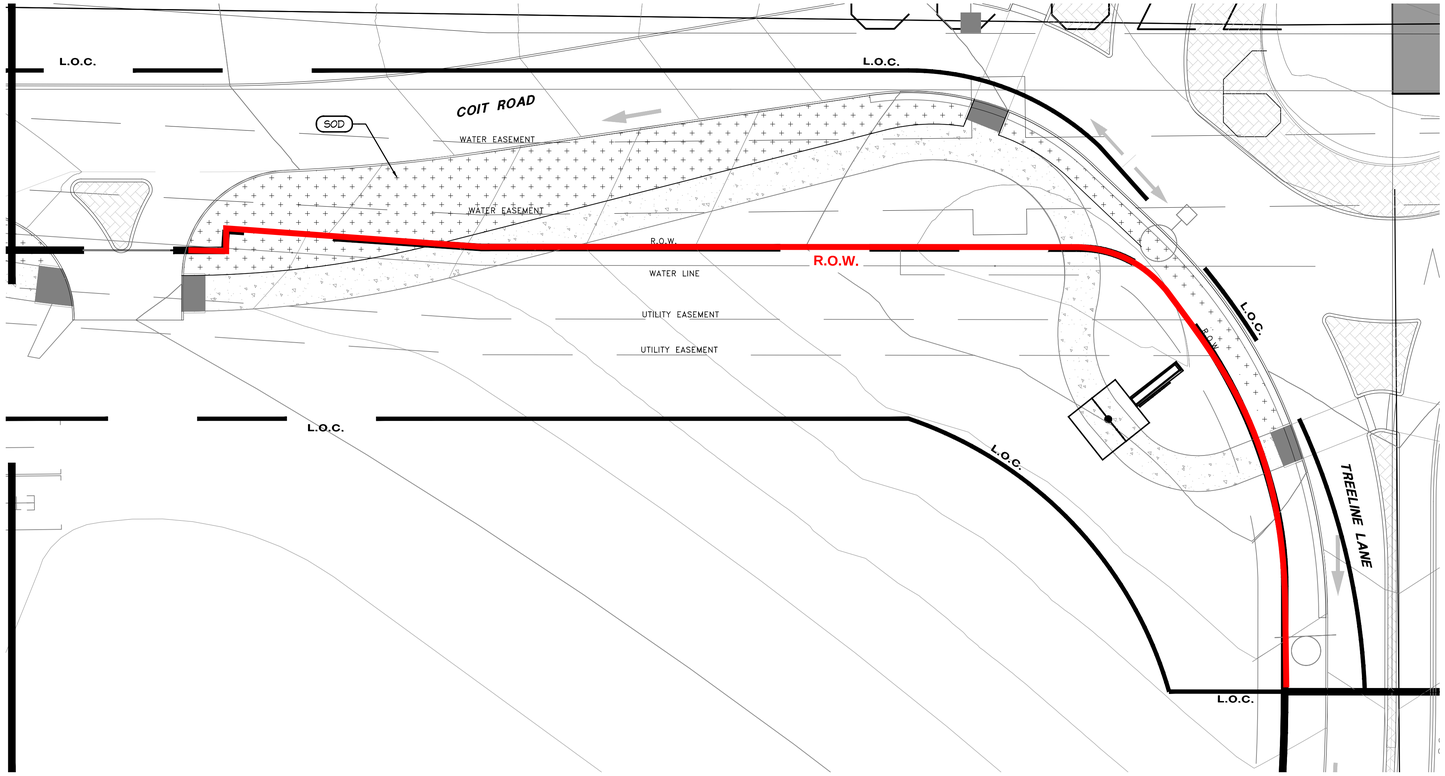
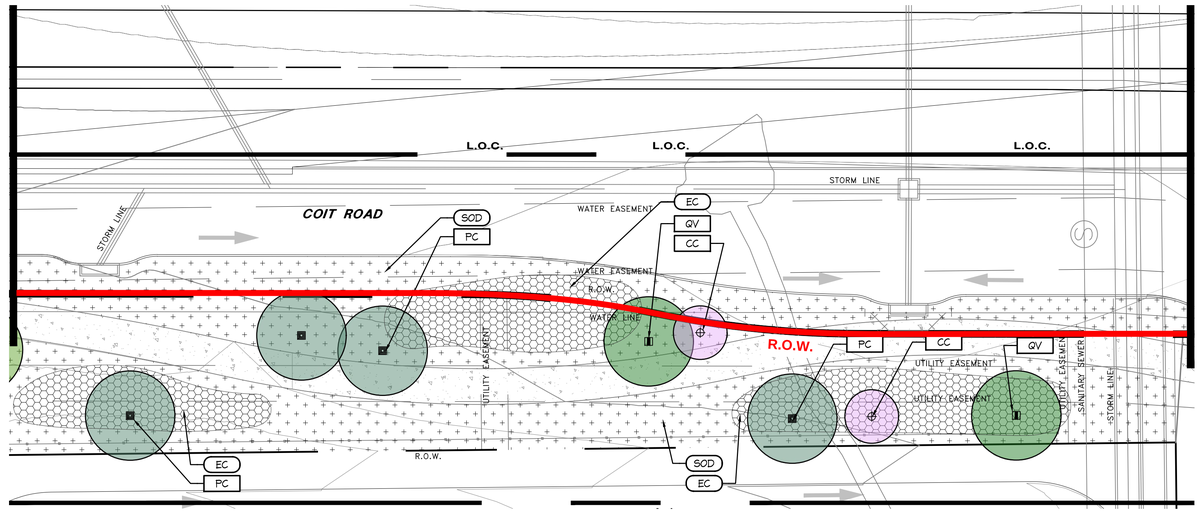


2 PLANTING PLAN

0' 10' 20' 40'
SCALE: 1"=20' N O R T H



1 PLANTING PLAN

0' 10' 20' 40'
SCALE: 1"=20' N O R T H

LEGEND

R.O.W. limits

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REGISTERED LANDSCAPE ARCHITECT
JOHN K. HOOPER
2613
STATE OF TEXAS

2025-08-28

project
RAMBLE

phase
PHASE 1 B

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1B

issue date
AUGUST 28 2025

issue name
PERMIT SUBMITTAL

designed: RM, LW, HN, LL
drawn: RM, LW, HN, LL
reviewed: JH

sheet name
PLANTING PLAN

sheet number
L513

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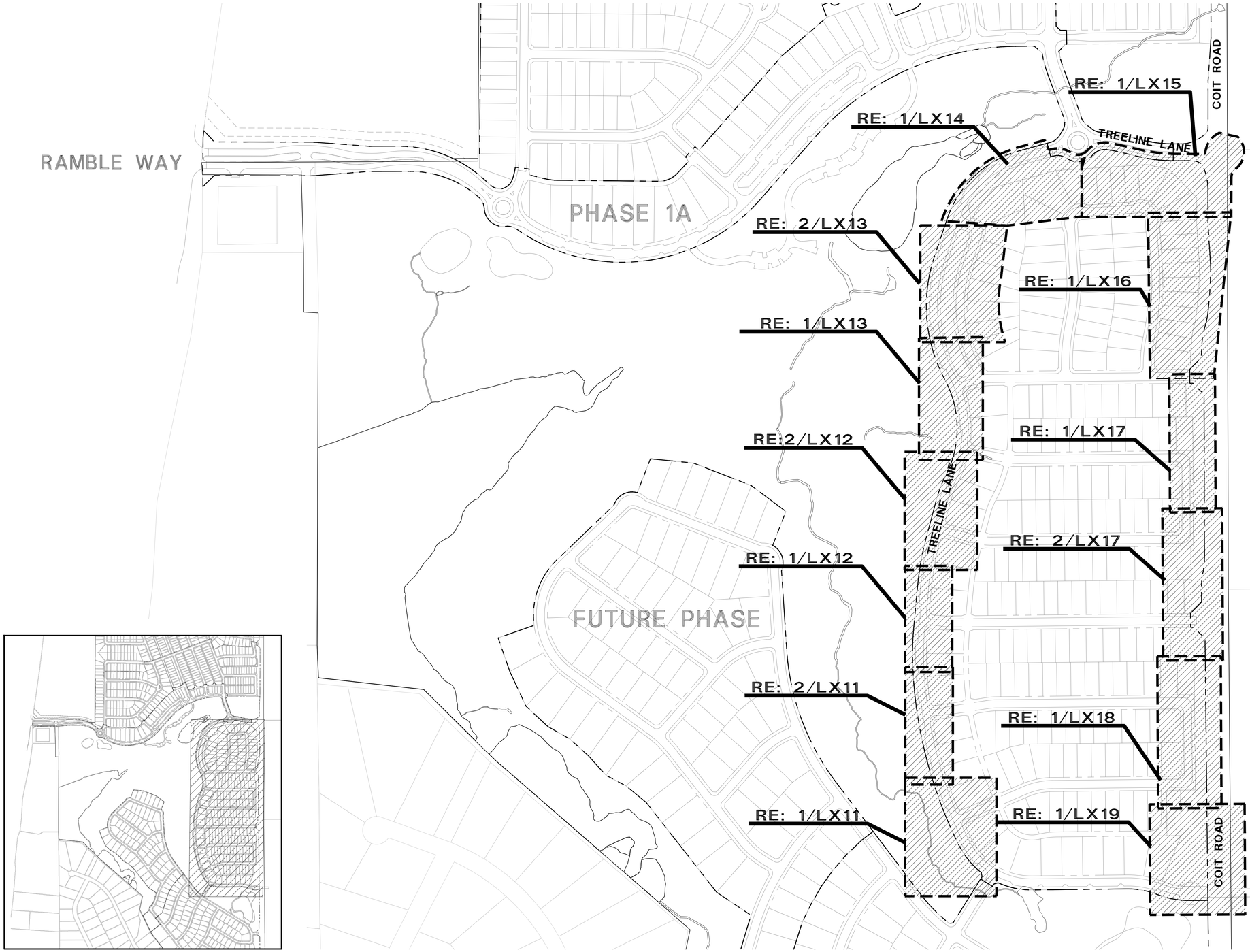

1 KEYMAP

NOT TO SCALE

NORTH

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REGISTERED LANDSCAPE ARCHITECT
JODY R. HOUSE
2613
STATE OF TEXAS

2025-08-28

project
RAMBLE

phase
PHASE 1 C

client
HILLWOOD
3000 turtle creek blvd
dallas, tx 75219
tx 972-201-2852

project number
D24007 - 1C

issue date
AUGUST 28, 2025

issue name
PERMIT SUBMITTAL

designed: RM, LW, HN
drawn: RM, LW, HN
reviewed: JH

sheet name
KEY MAP

sheet number
L002

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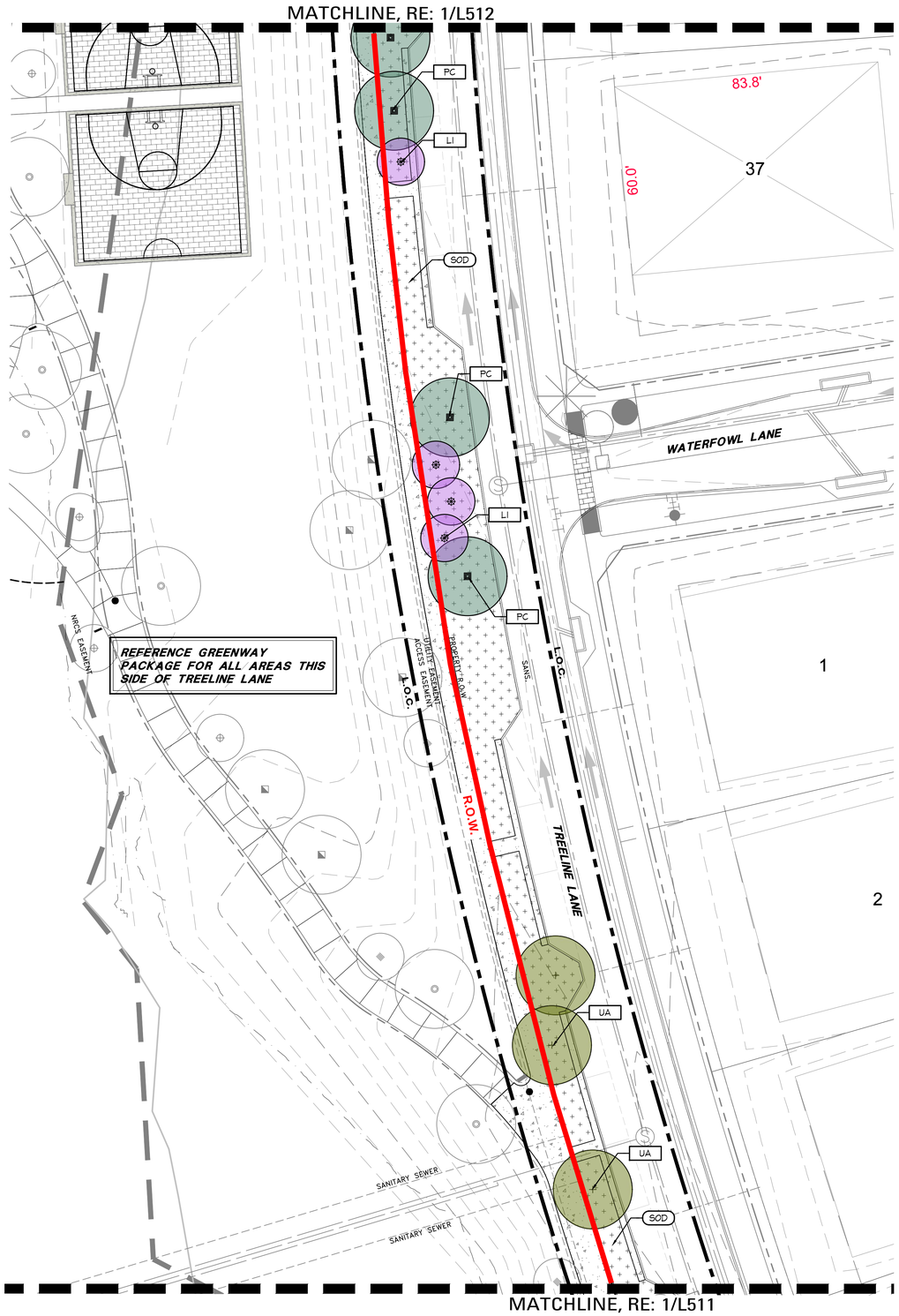
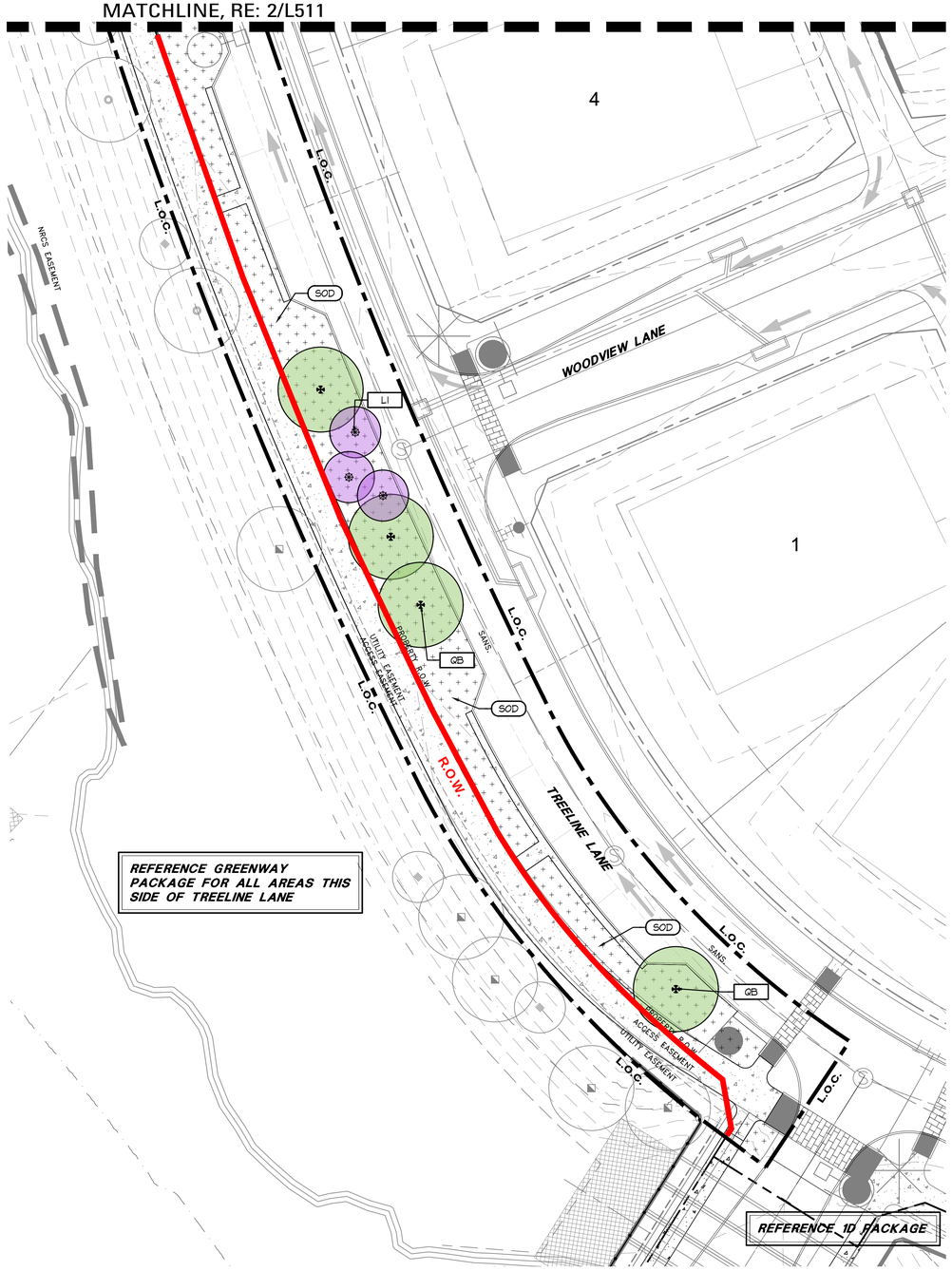


2 PLANTING PLAN

0' 10' 20' 40' SCALE: 1"=20' NORTH



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PLANTING PLAN

sheet number
L511

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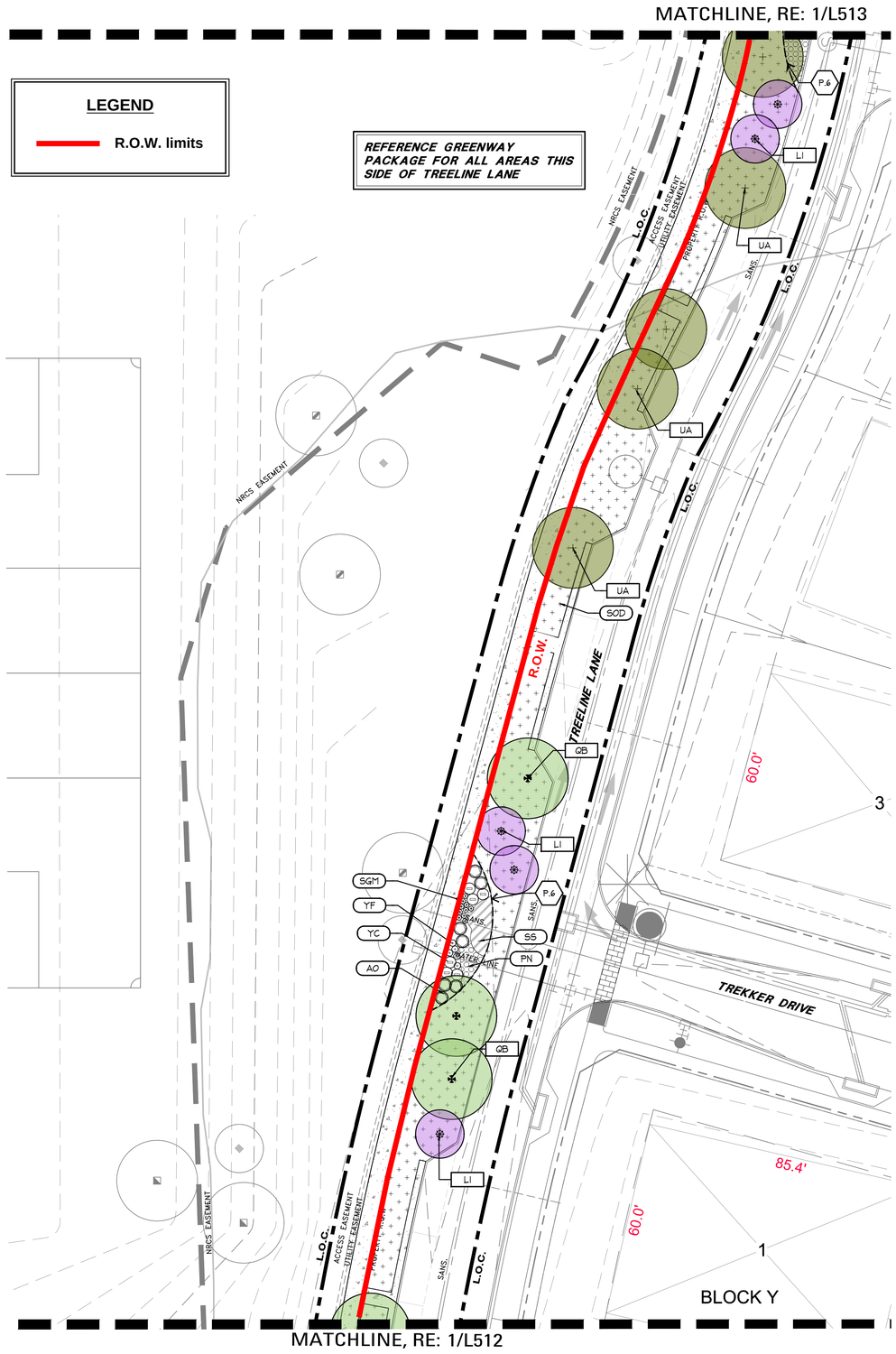

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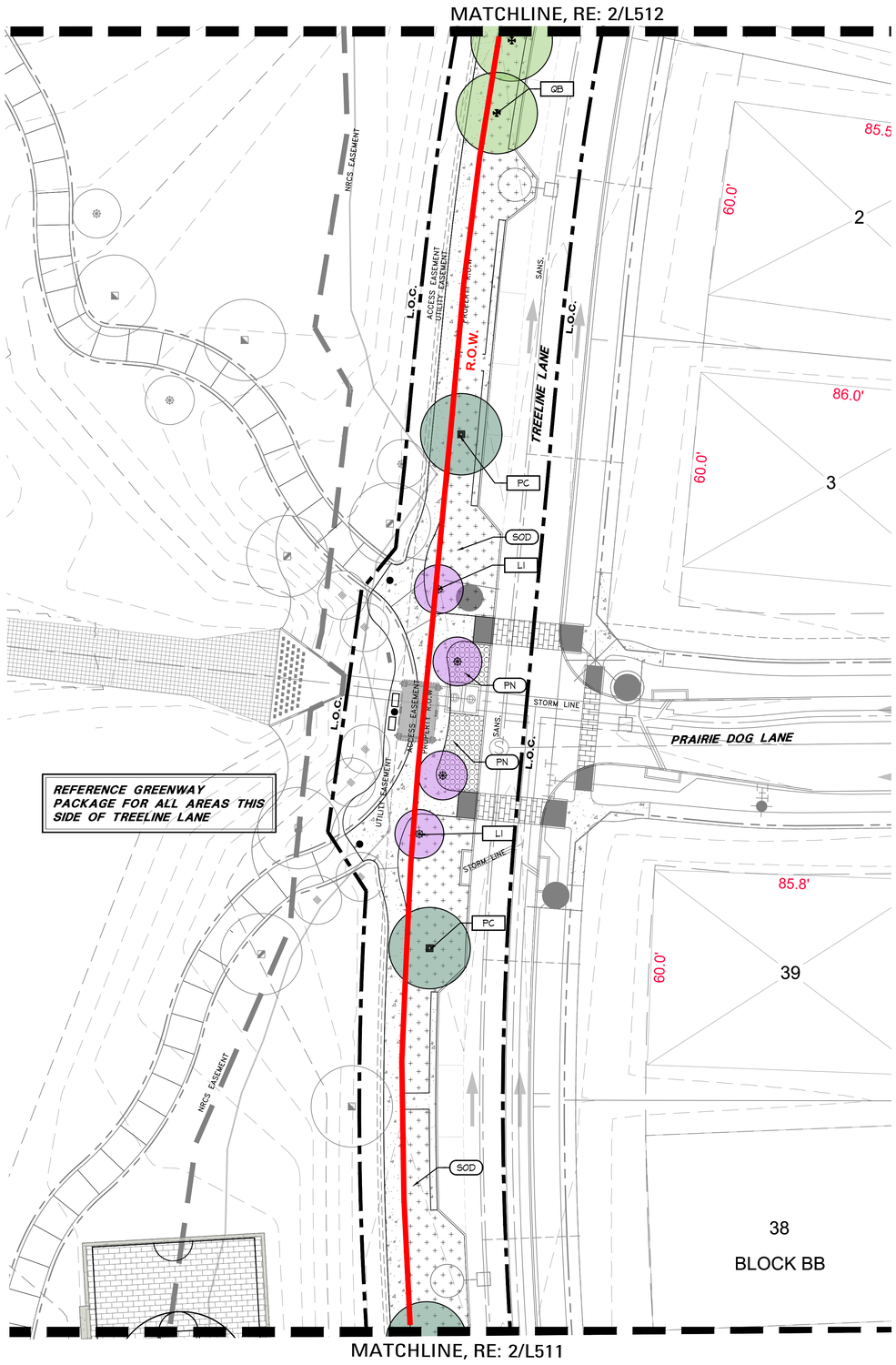

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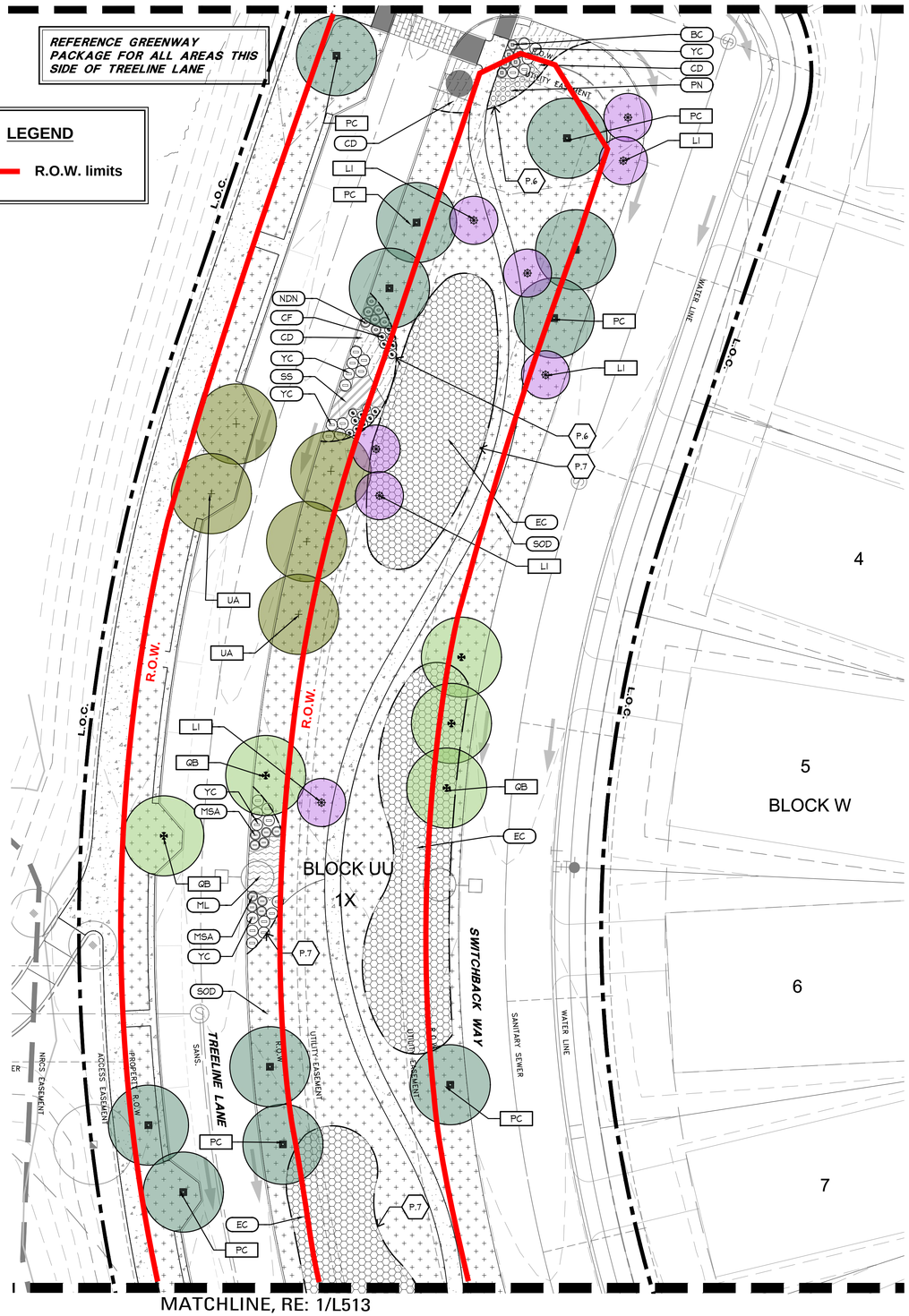

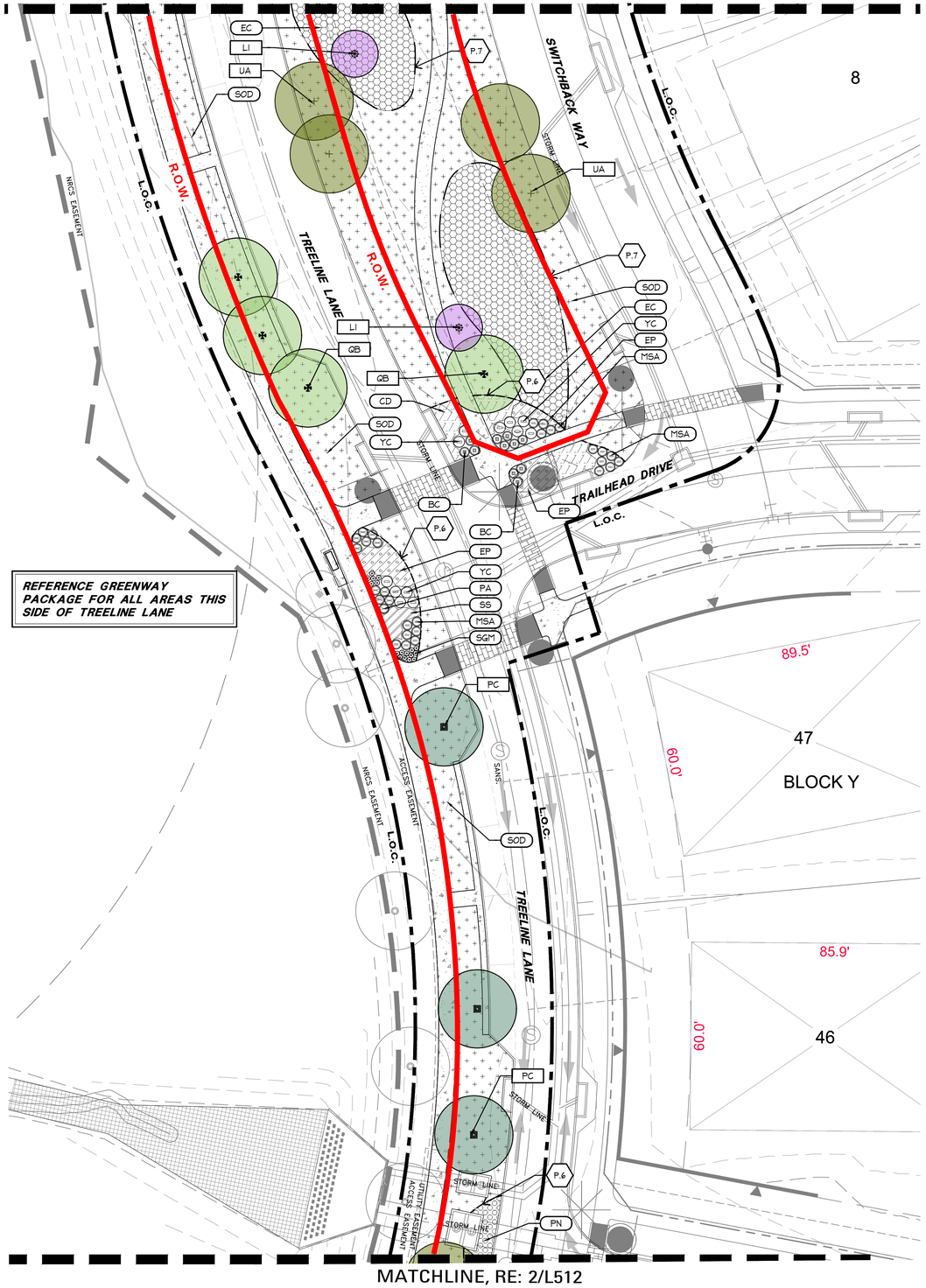

2 PLANTING PLAN

SCALE: 1"=20' NORTH

1 PLANTING PLAN

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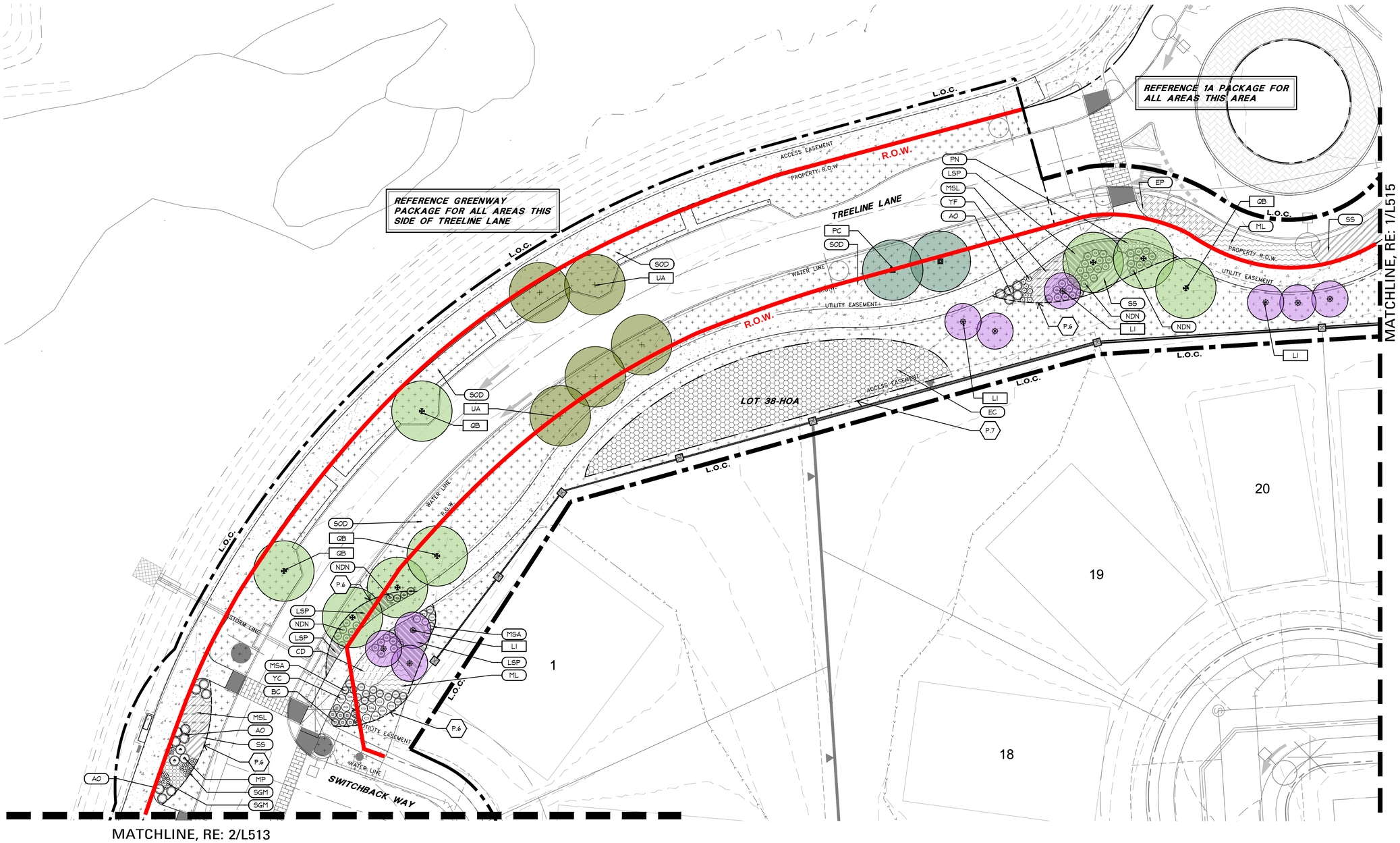

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0' 10' 20' 40'
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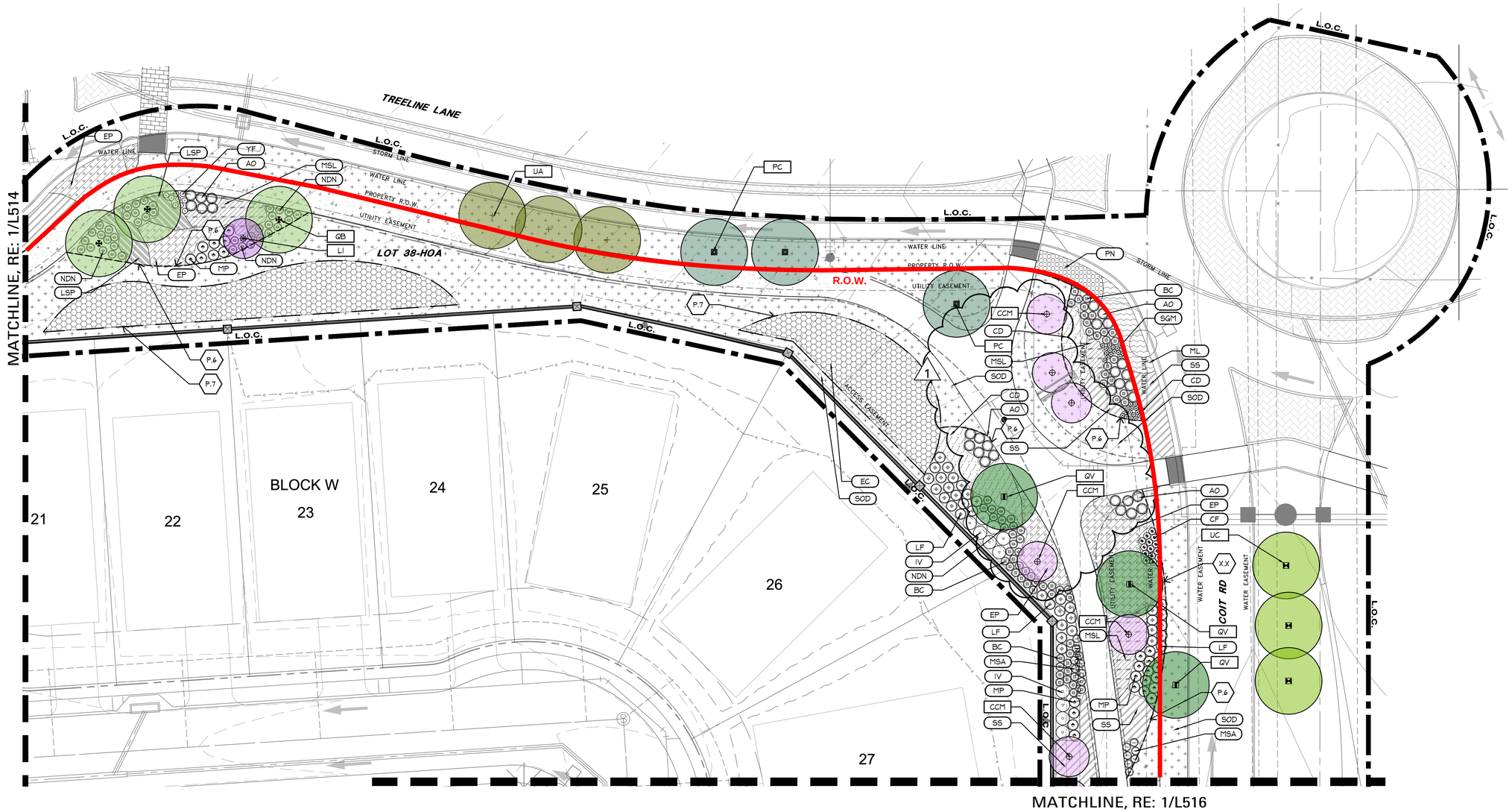
L514



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sheet name
PLANTING PLAN

sheet number
L515

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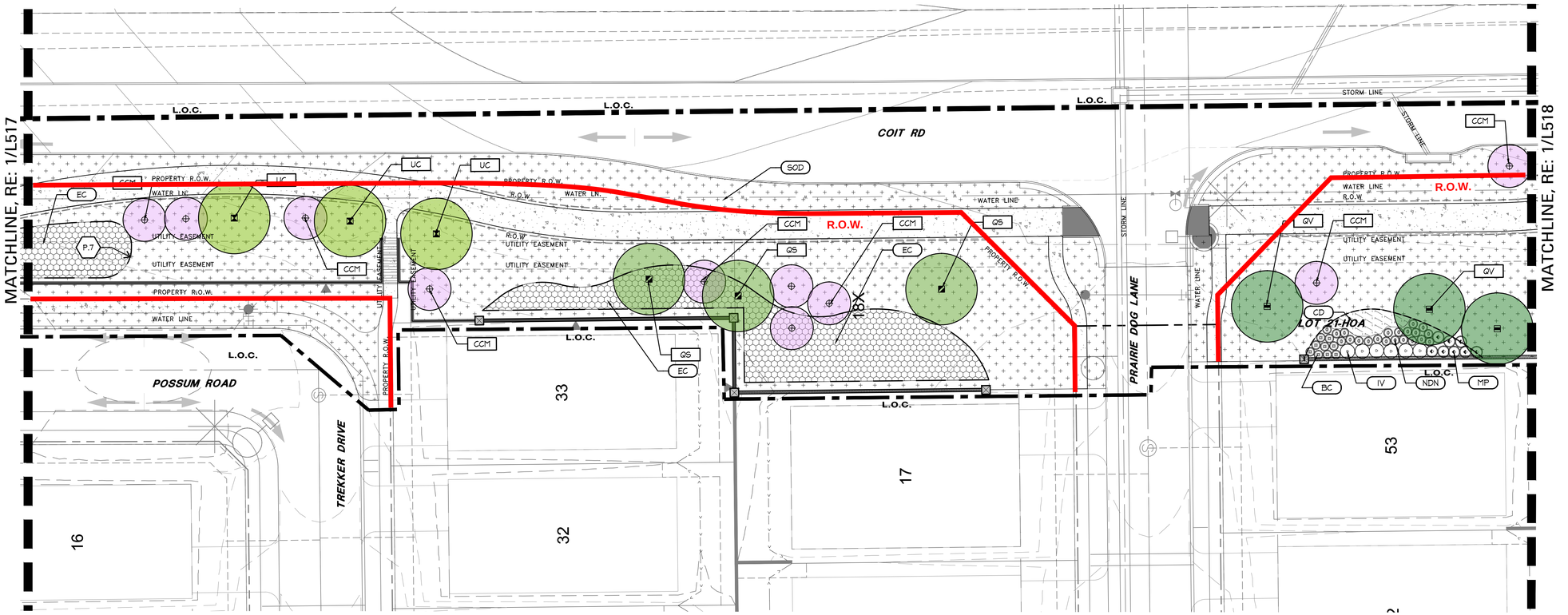
L516

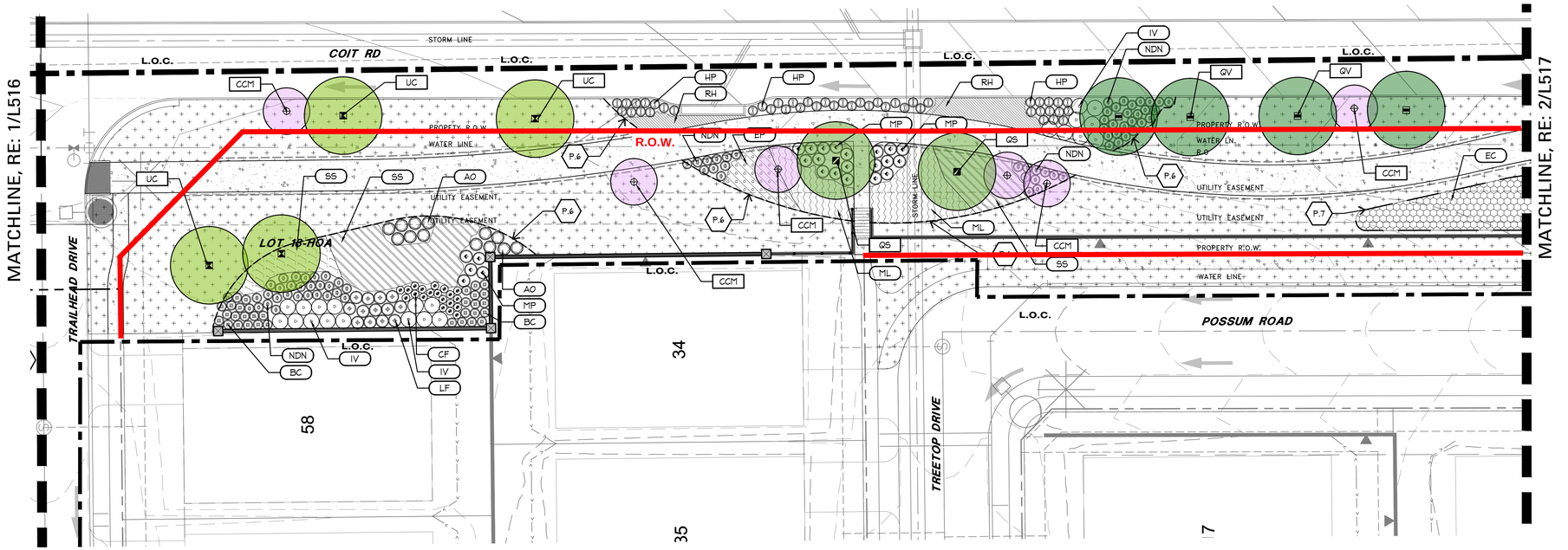


2 PLANTING PLAN

SCALE: 1"=20' NORTH

LEGEND

R.O.W. limits



1 PLANTING PLAN

SCALE: 1"=20' NORTH

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designed: RM, LW, HN
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sheet name
PLANTING PLAN

sheet number
L517

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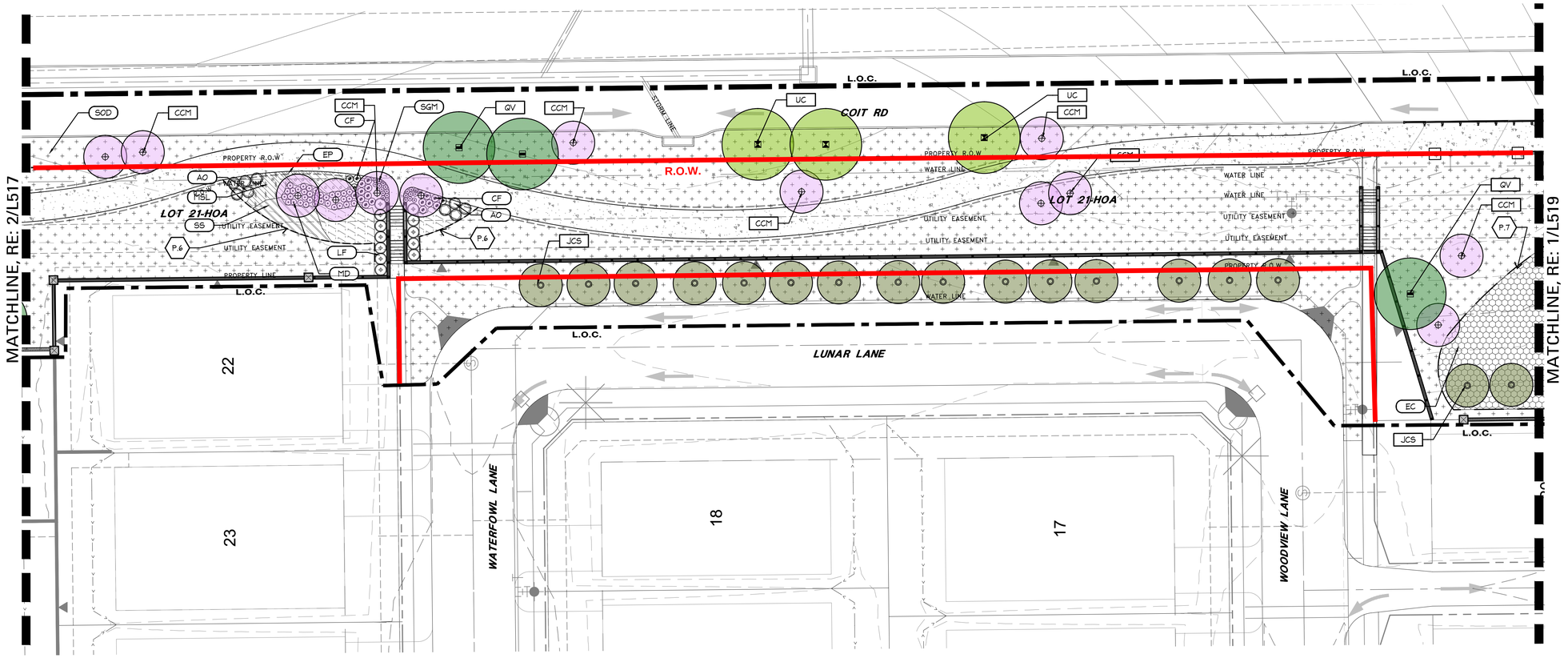
LEGEND

R.O.W. limits



1 PLANTING PLAN

SCALE: 1"=20' NORTH

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AUGUST 28, 2025

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PERMIT SUBMITTAL

designed: RM, LW, HN
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PLANTING PLAN

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L518

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LEGEND

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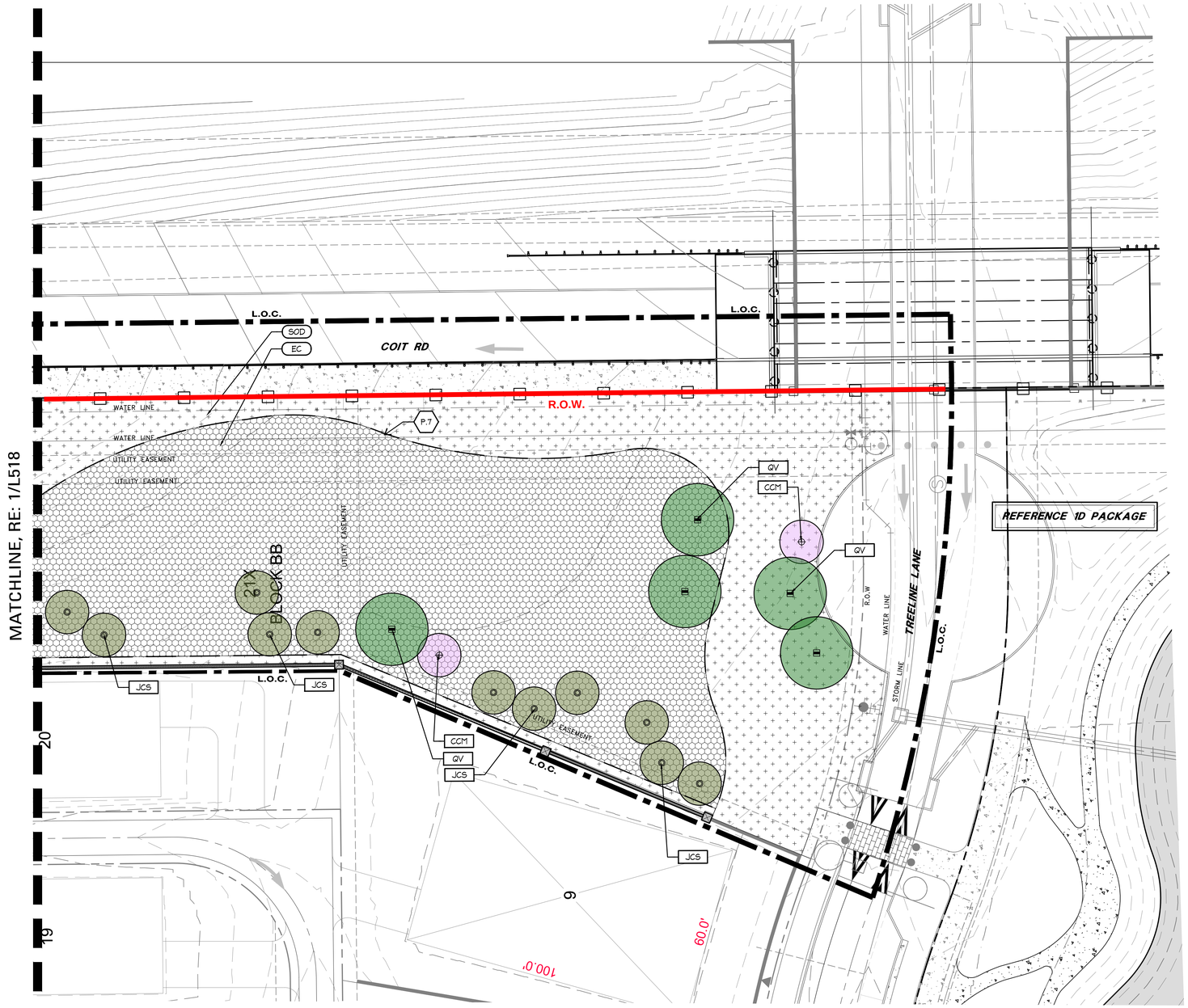

1 PLANTING PLAN

SCALE: 1"=20' NORTH

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PHASE 1 C

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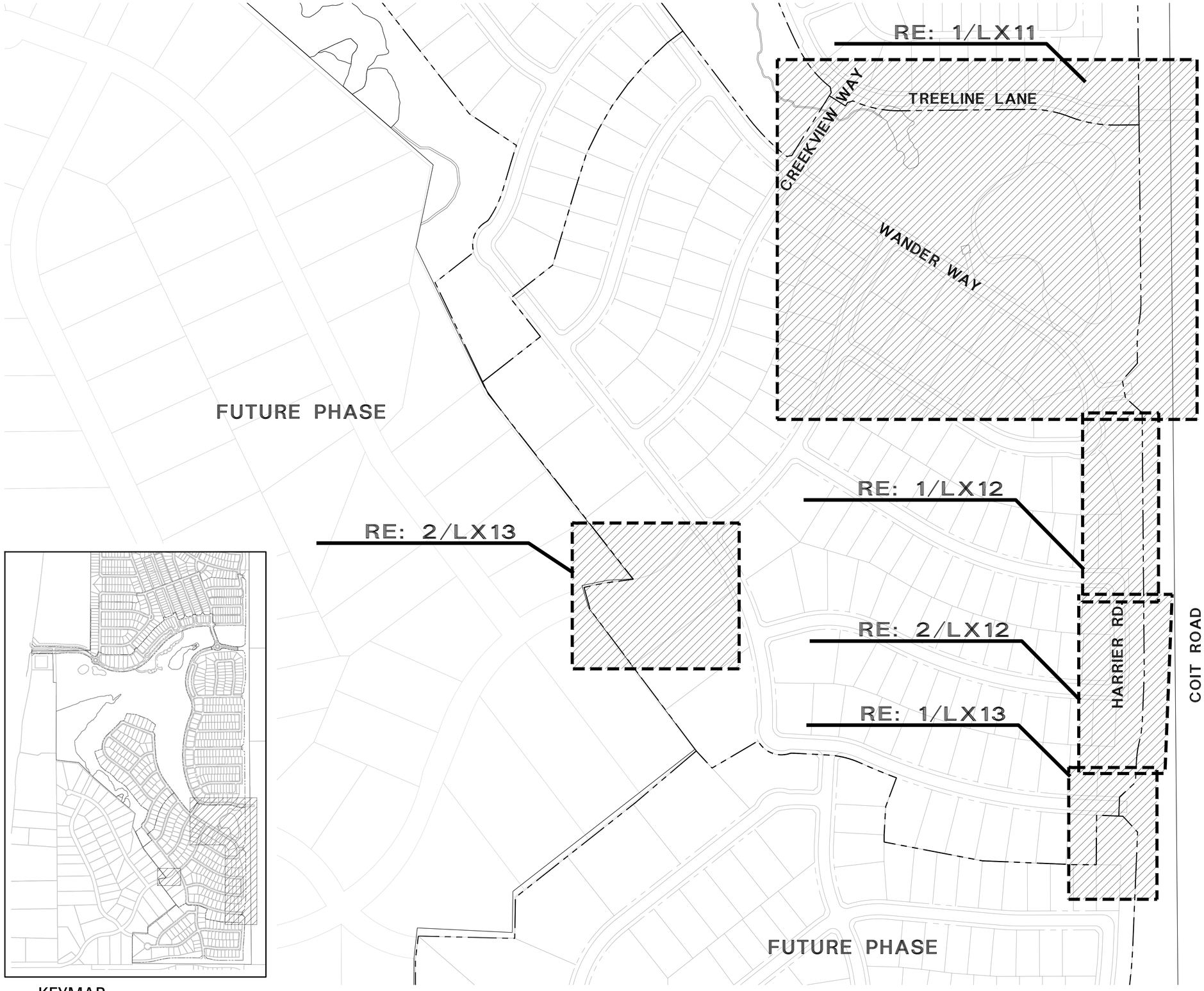
L519



1 KEYMAP

NOT TO SCALE

NORTH

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AUGUST 28, 2025

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PERMIT SUBMITTAL

designed: RM, LW, HN
drawn: RM, LW, HN
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sheet name
KEY MAP

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L002

1 PLANTING PLAN

SCALE: 1"=40' NORTH

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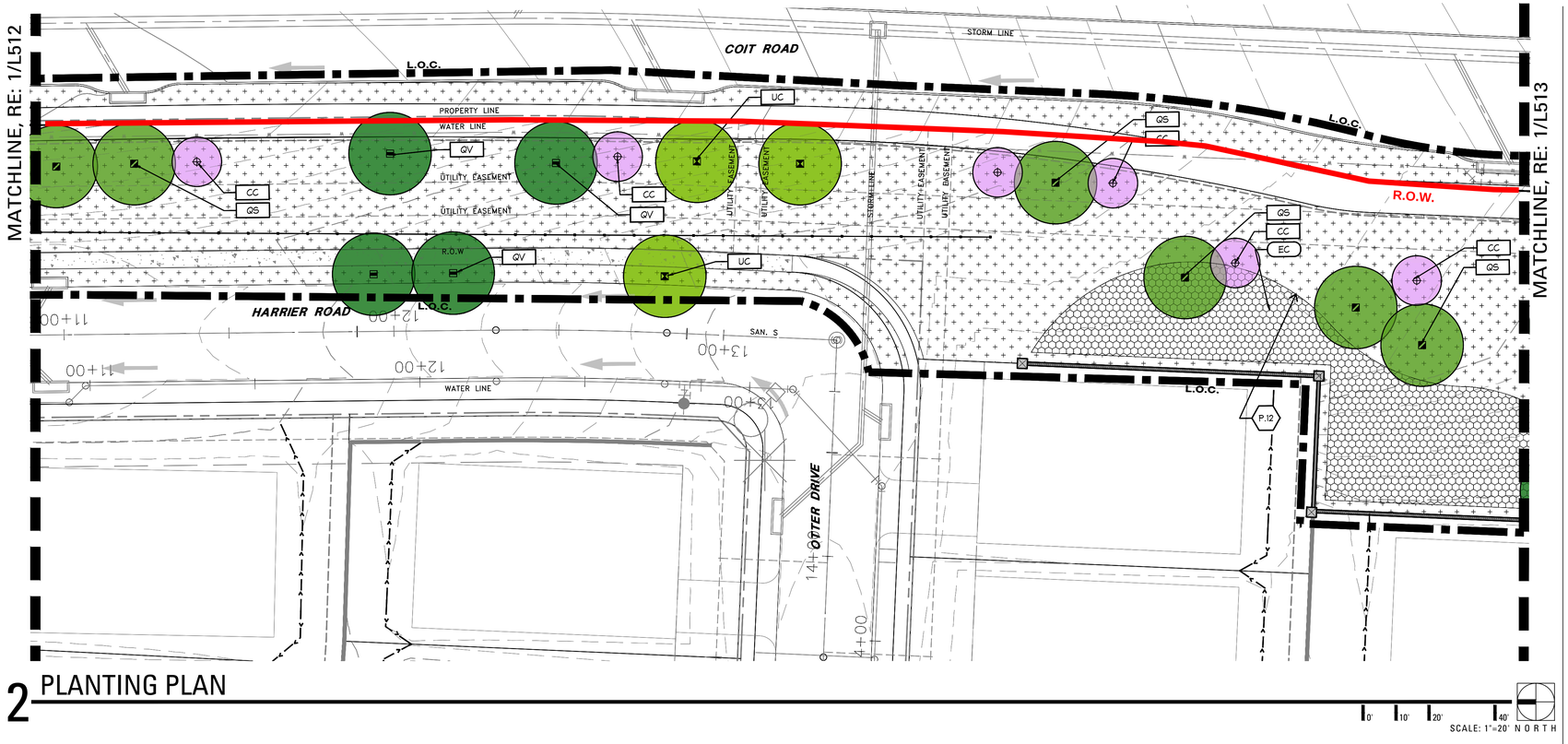

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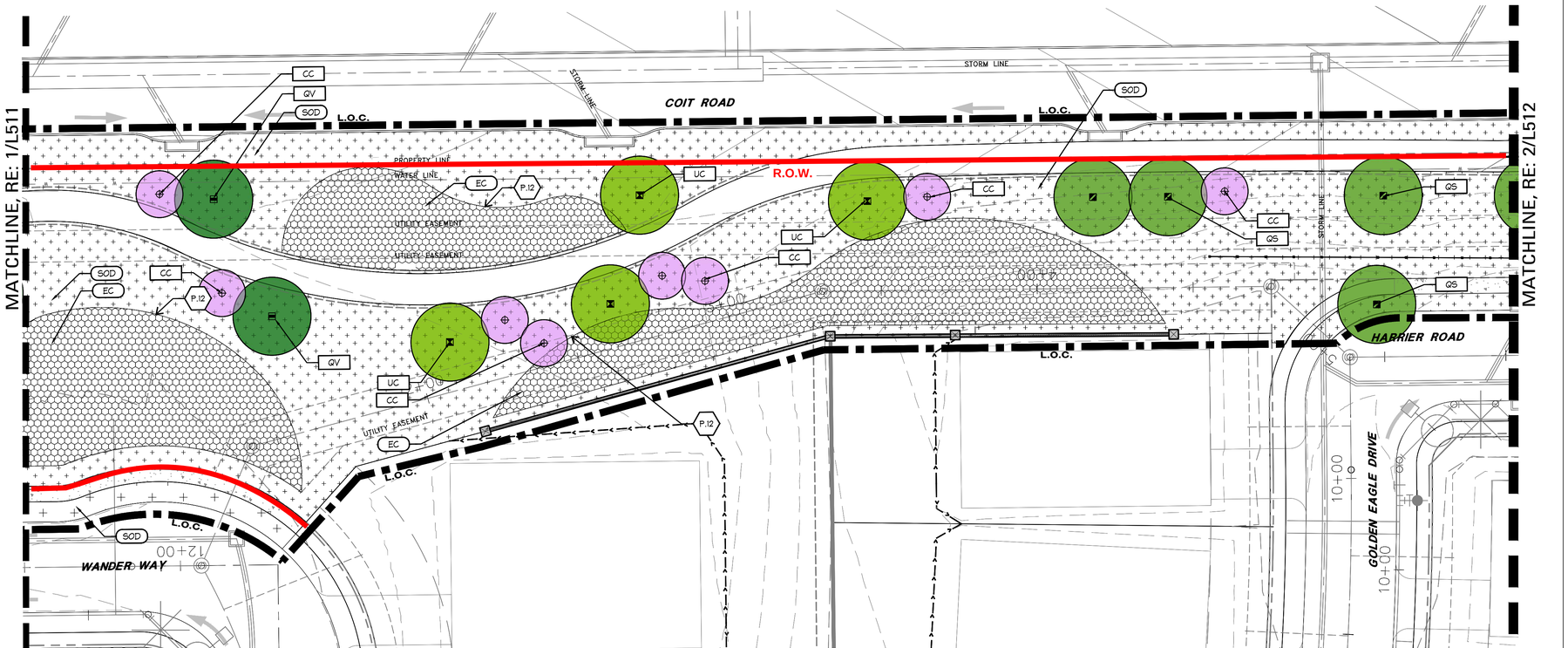

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REGISTERED LANDSCAPE ARCHITECT JOHN K. HOWARD 2613 STATE OF TEXAS

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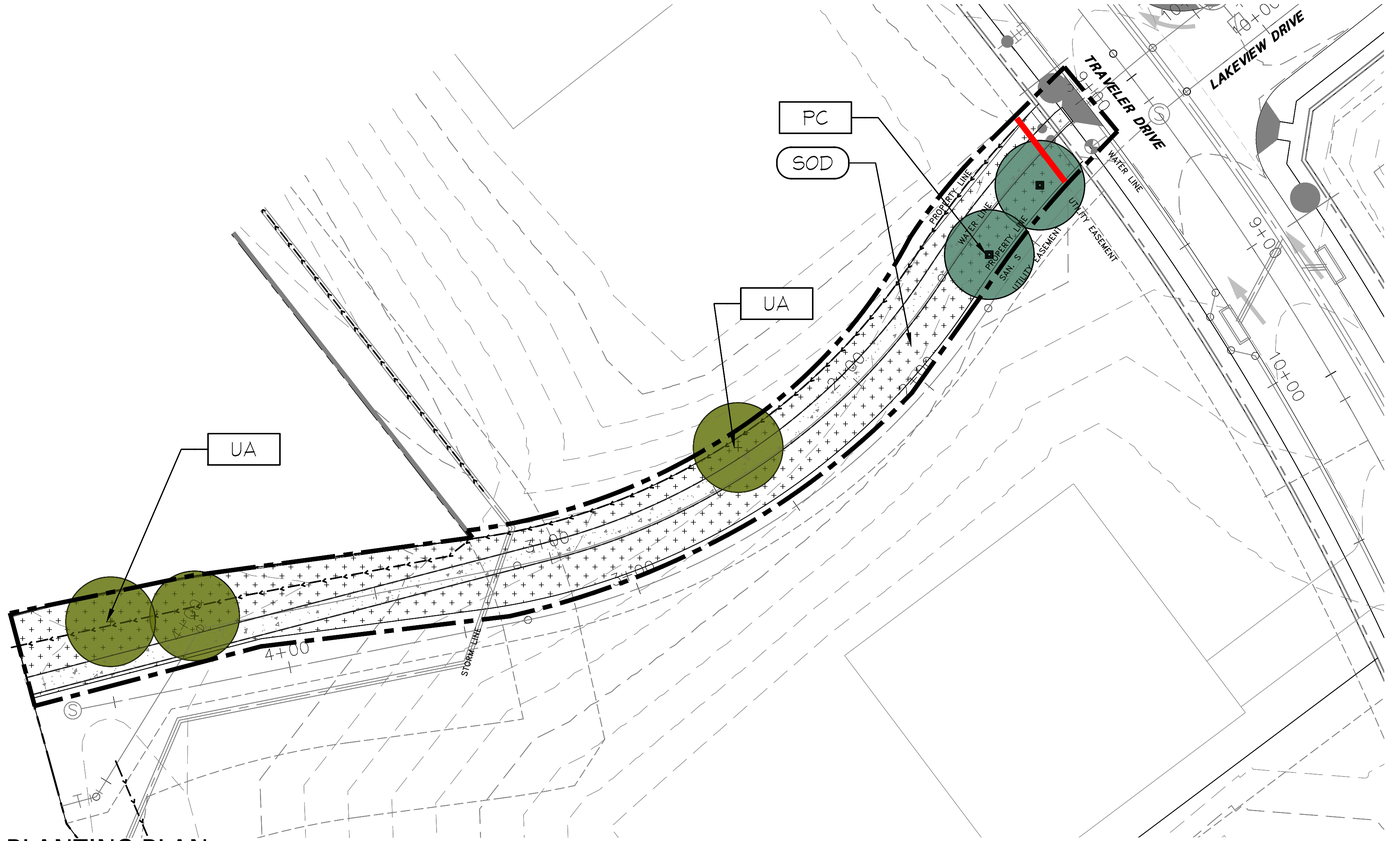

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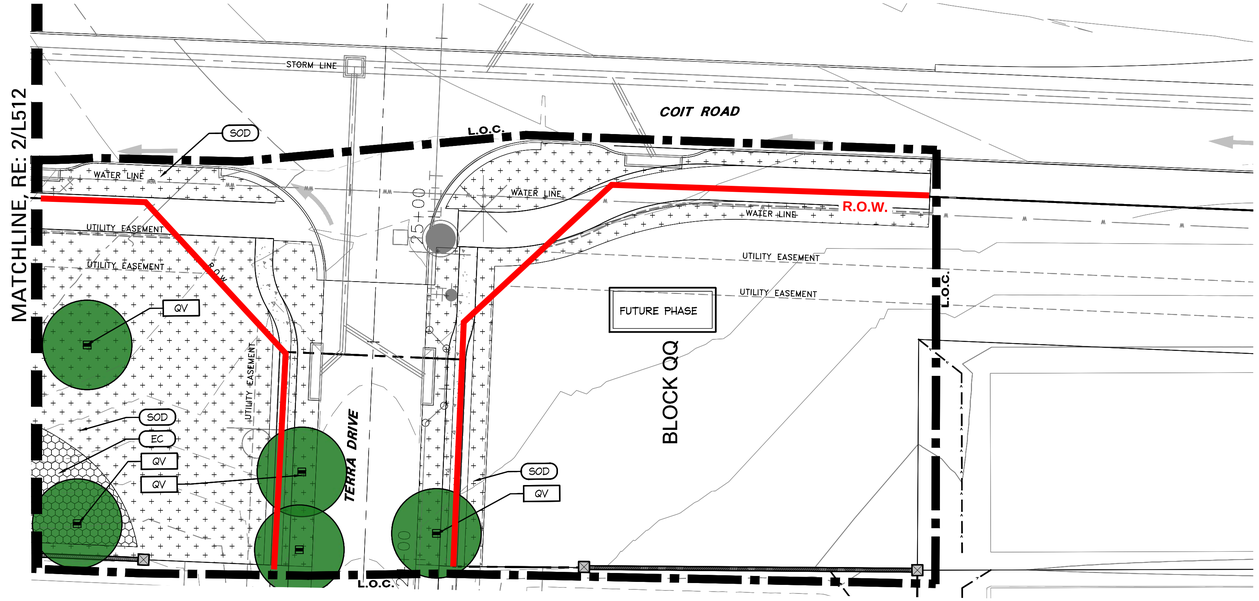

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Life Connected.

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: January 13, 2026

Agenda Item:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for the construction of Stallcup Boulevard east of CR 132 (N Custer Rd), approximately eight hundred feet (800'). (Glasgow)

Background Information:
Stallcup Boulevard is proposed as a four-lane arterial road from Preston Road to Peterman Parkway in the City of Celina's thoroughfare.

The Huffines Communities entered into a Development Agreement (DA) with the City on January 12, 2022. In December 2025, Huffines added 54 acres to the development. The construction of Stallcup from Custer to the eastern edge of the new development is a requirement of the development. Per the original DA, the city will acquire the necessary right-of-way (ROW) once the developer has fulfilled their obligations in attempting to obtain the necessary ROW. The developer has met their obligation and is requesting the City's assistance in acquiring the necessary ROW to complete the design and construction of Stallcup Boulevard.

This Resolution authorizes the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way (ROW) for the construction of Stallcup Boulevard from Custer Road to a point approximately 800 feet east of Custer Road. The cost of this acquisition will be a pass-through cost and will be funded by the developer per the DA.

Legal Review:
The Resolution template has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Resolution
4. Development Agreement

Financial Consideration:
NA

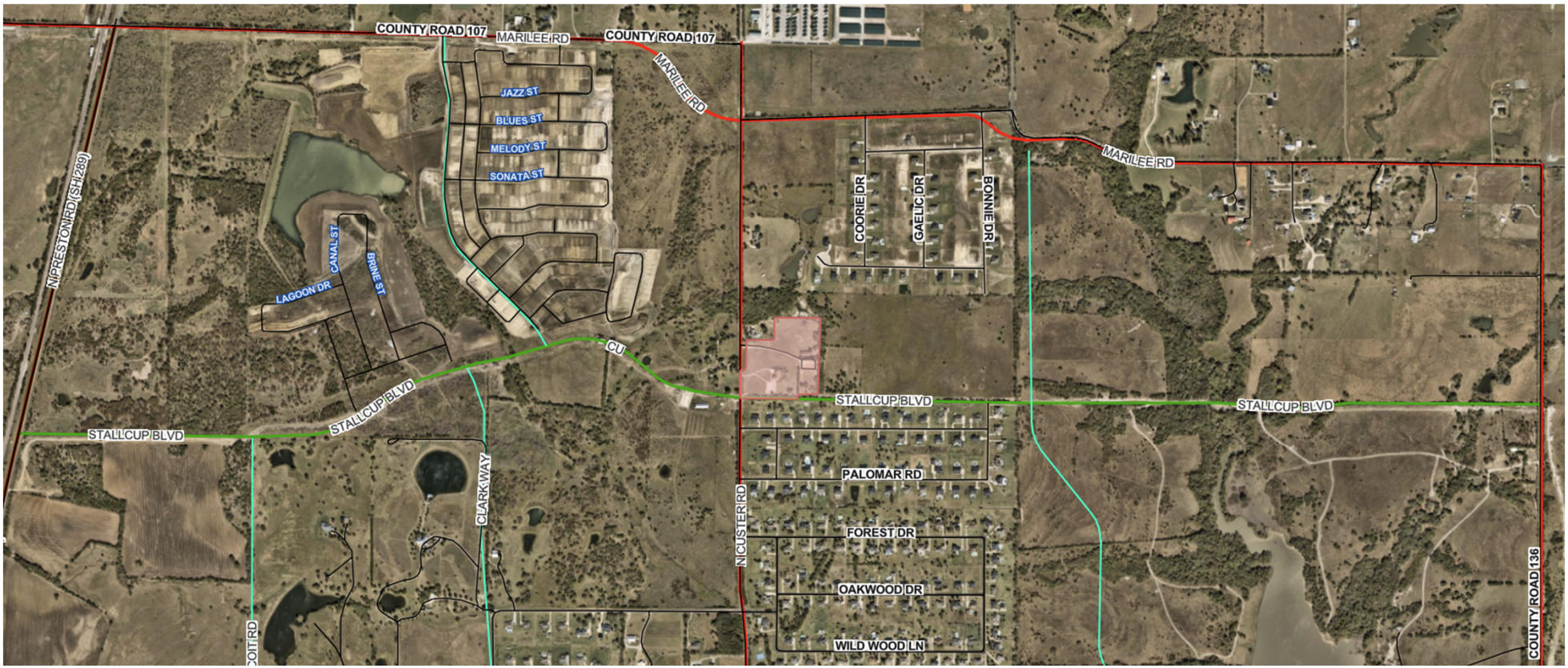
Staff Recommendation:
Staff recommends approval.

STALLCUP
ROW AND EASEMENT ACQUISITION RESOLUTION

January 13, 2026

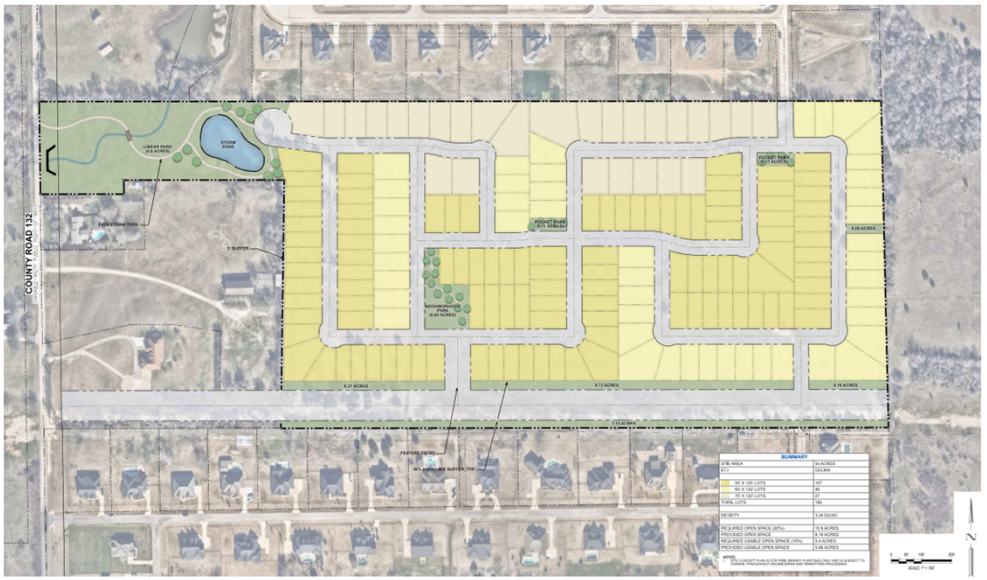
Andy Glasgow, P.E., PMP, CFM
Director of Engineering

LOCATION MAP



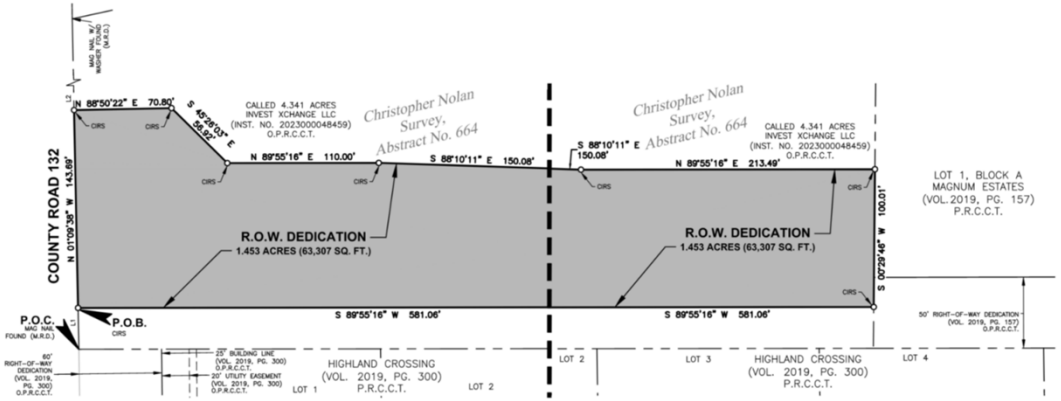
BACKGROUND

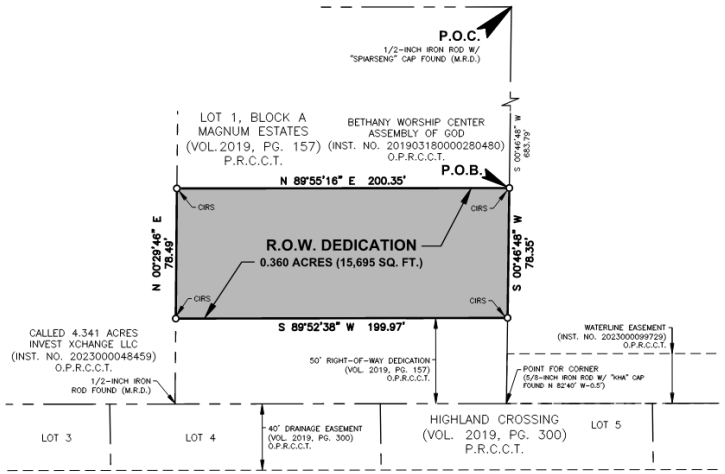
- Stallcup Blvd is proposed as a four-lane arterial road from Preston Rd to Peterman Parkway in the City of Celina's thoroughfare.
- The Huffines Communities entered into a Development Agreement (DA) with the City on January 12, 2022, as part of the Serenade development.
- In December 2025, Huffines added 54 acres to the development. The construction of Stallcup from Custer to the eastern edge of the new development is a requirement of the development.



RESOLUTION

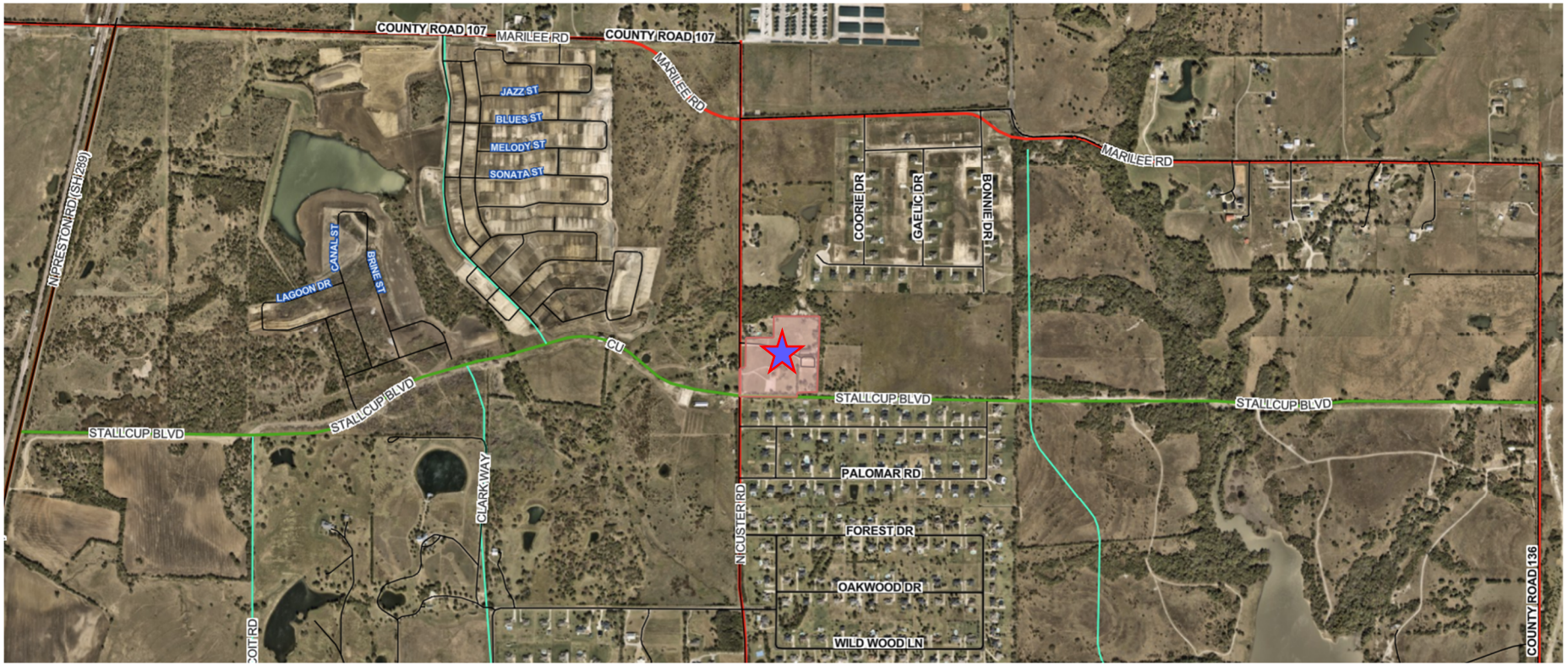
- The proposed resolution will authorize staff to begin ROW and easement acquisition





QUESTIONS?

LOCATION MAP



RESOLUTION NO. 2026- 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 STALLCUP BLVD 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 Stallcup Boulevard 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 13th day of January 2026.

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
2563300	INVEST XCHANGE LLC	A0664 C NOLAN SURVEY, TRACT 2, 4.341 ACRES	Celina	TX	75009
2795060	BETHANY WORSHIP CENTER ASSEMBLY OF GOD	MAGNUM ESTATES (GCN), BLK A, LOT 1	Celina	TX	75009

Exhibit B
Project Locations

DEVELOPMENT AGREEMENT
(Serenade)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and HC Celina 414, LLC, a Texas limited liability company (the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of January 11, 2022 (the "Effective Date").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas ("Collin County"); and

WHEREAS, the Owner owns an approximately 413.880-acre tract of land described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Owner intends to develop the Property as a planned development with residential uses (the "Development"); and

WHEREAS, the water, sewer, roads, drainage, and other public infrastructure necessary to serve the full Development (the "Public Infrastructure") are not currently available; and

WHEREAS, on January 11, 2022, the City Council adopted Resolution No. 2022-03R (the "Consent Resolution") consenting to the creation of the Serenade Municipal Utility District encompassing all of the Property (the "District"); and

WHEREAS, the City has also consented to the addition of land to the District in this Agreement; and

WHEREAS, the Parties intend that the Owner will cause the design, construction, and installation of the Public Infrastructure to occur at Owner's cost, and that the Owner will recover all or a portion of such costs from the proceeds of bonds issued by the District with the City having no responsibility or liability whatsoever for any District bonds; and

WHEREAS, the Marilee Special Utility District or Mustang Special Utility District (hereinafter, both entities and any successor together or individually referred to as "Marilee") holds a water certificate of convenience and necessity ("CCN") for the Property (the "Marilee CCN"); and

WHEREAS, the Owner is seeking the decertification of the Marilee CCN, and the Parties intend for the City to obtain a water CCN over the Property and serve as the retail water provider to the Property; and

WHEREAS, the City holds a sewer CCN for the Property; and

WHEREAS, the City intends to rebate all municipal rollback taxes collected by the City from the Property to the Owner pursuant to the terms of this Agreement; and

WHEREAS, the Development will have a significant impact on the local economy, and will substantially increase the taxable value of the Property thereby adding value to the City's tax rolls and maximizing the increase in ad valorem real property taxes to be assessed and collected by the City; and

WHEREAS, the grants provided to the Owner under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

WHEREAS, the City has an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the City has ensured that the public will receive benefits for the grants provided by imposing on the Owner conditions and performance standards that are prerequisites to the Owner receiving any grant, has established an economic development program pursuant to Section 380.001 of the Texas Local Government Code (the "Program") and authorizes this Agreement as part of the Program; and

WHEREAS, the Owner desires to participate in the Program by entering into this Agreement; and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Owner's performance of this Agreement will promote local economic development in the City, stimulate business and commercial activity in the City and benefit the City and its citizens.

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended, Chapter 380, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 45-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.1 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) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute legislative findings by the City Council. 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.

1.2 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and 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 authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individuals executing this Agreement on behalf of the Owner have been authorized to do so.

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to do the following: provide for consents related to the District; provide for the annexation of the Property and the terms of annexation; provide for infrastructure for the Property, including the Public Infrastructure; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration pertaining to the entire Property.

2.2 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.3 Term. This Agreement shall have a 45-year term starting on the Effective Date (the "Term"), except that Section 3.2, and all provisions referenced in Section 3.2, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.1 Concept Plan and Development Regulations. Development of the Property shall be subject to the applicable ordinances, rules, regulations, standards, policies, orders, guidelines, master plans, or other City-adopted or City-enforced requirements, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development and comply with the Concept Plan attached as **Exhibit C**, as amended in accordance with this Agreement (the "Concept Plan"), the development regulations attached as **Exhibit D** (the

"Development Regulations"), and this Agreement (the "City Regulations"). The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations. Notwithstanding the foregoing, the Owner may amend the Concept Plan without City approval to change the size and location of land use areas shown on the Concept Plan provided that the acreages of multifamily and build-to-rent shown on the original Concept Plan are not increased beyond the acreage caps set forth in the Development Regulations and the acreages of open space, lake, detention, and park areas shown on the original Concept Plan are not decreased. The location of roadways shown on the Concept Plan is conceptual and will be modified and finalized at the time of platting.

3.2 Building Codes, Fire Codes and Building Materials. *As consideration for the Grant, capital recovery fees being reduced and impact fees being waived for the Property, Owner 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, 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.*

3.3 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 4.1 of this Agreement, the Parties agree that the Concept Plan, the Development Regulations, 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 Development Regulations, Concept Plan, and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 3.2 of this Agreement, or the City Regulations, including but not limited to zoning, from being enforced against an end-buyer of a final platted lot that is developed.

3.4 Platting. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments to the Concept Plan. 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 Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

3.5 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 Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code, and nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the Property on the basis of vested rights or any other cause of action arising under the law, with the exception of the building material regulations referenced in Section 3.2.

3.6 Open Space and Trails. Open space, trails, and amenities shall be provided as described on **Exhibit E** and in the Development Regulations attached as **Exhibit D**, although exact trail locations are subject to change by the Owner at the time of engineering and final platting provided the final locations are generally consistent with the City's Trail Master Plan. The Director of Development may permit minor modifications to **Exhibit E** that are consistent with the quantity and quality of open space, trails, and amenities shown on the original **Exhibit E**. The Director of Development may permit modifications to the color and material requirements for the pavilion. Construction of a pavilion is required in accordance with Section 4 of the Development Regulations on **Exhibit D**.

3.7 Existing Agricultural Uses. Notwithstanding anything to the contrary in this Article III, the City agrees that Owner may use the Property for all agricultural uses and structures that were permitted on the Property prior to the Effective Date subject only to applicable Collin County regulations for such agricultural uses and structures. In the event of a conflict between this Agreement and the City Regulations, this Agreement shall control.

ARTICLE IV
ANNEXATION

4.1 Annexation.

(a) The City agrees that the Property will not be annexed except pursuant to the Owner's prior written consent subject to the provisions of this Article IV. Within thirty (30) days of being requested to do so by the City, Owner agrees to (a) submit a voluntary annexation petition

for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). The City agrees to complete full purpose annexation of the Petition Property within nine months after the Effective Date, and further agrees that it will not annex the Property until all of the following conditions precedent to annexation have been fully satisfied: (a) creation of a tax increment financing district that encompasses all of the Property ("TIRZ") pursuant to Chapter 311, Texas Tax Code (the "TIRZ Act") and pursuant to an ordinance that is consistent with the provisions of this Agreement; (b) the approval by the City Council and TIRZ board of directors of a TIRZ development agreement with the Owner pursuant to the TIRZ Act that contains terms consistent with the provisions of this Agreement related to the TIRZ, and which may be assigned by the Owner to the District with notice to the City but without City consent; and (c) adoption of a final project and finance plan by the City Council and TIRZ board of directors pursuant to the TIRZ Act that is consistent with the provisions of this Agreement related to the TIRZ.

(b) The Owner 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 pursuant to the terms of this Agreement. 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, the Owner shall execute another voluntary annexation petition for the Petition Property and/or the portion of the Property being annexed pursuant to this section within ten (10) days of being requested to do so. Owner acknowledges and agrees that this Section 4.1 was a material inducement for the City to enter into this Agreement with Owner.

(c) If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

(d) Owner is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Owner's consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE V
FEES

5.1 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 and comply with State law.

(a) Single Family Residential. No capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against single family residential development on the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) roadway capital recovery fees of $5,500 per single family residential dwelling unit ($2,500 of each such fee to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); (iii) water

capital recovery fees of $4,400 per single family residential dwelling unit ($2,000 of each such fee to be to be retained by the City with the remainder to be paid by the City to Owner within 30 days after receipt); and (iv) wastewater capital recovery fees of $5,200 per single family residential dwelling unit (all of which shall be paid by the City to Owner within 30 days after receipt). Roadway, water, and wastewater capital recovery fees shall each escalate by an additional $500 per single family attached or detached residential dwelling unit upon reaching the ten-year anniversary of the Effective Date and then every fifth anniversary of the first escalation thereafter, all of which additional amounts shall be retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

(b) Single Family Rentals and Multi-family. Park fees, water, wastewater, impact fees, tap fees, and meter fees, and roadway fees paid in connection with single family rental development and multi-family development shall be collected by the City, and 50 percent of each fee collected by the City shall be paid to the Owner, with the remainder of each fee retained by the City. Fees required by this section will be due and payable by a building permit applicant to the City prior to the issuance of any building permit by the City. Fees required by this section to be paid by the City to Owner shall be paid to Owner within 30 days after the date the City collects such fees as an economic development grant pursuant to Chapter 380, Texas Local Government Code.

5.2 Emergency Sirens. The Owner agrees to pay the City a fee in the amount of $55,000 to be used by the City to purchase and install one emergency warning siren on the Property, which shall be the only emergency siren fee required to be paid in connection with the development or use of the Property. Such fee shall be paid to the City prior to the City recording the final plat for the second phase of development of the Property.

5.3 Technology Fees and Educational Foundation Fees. No technology fees or educational foundation fees shall be required to be paid in connection with the development or use of the Property.

ARTICLE VI
RETAIL WATER AND SEWER SERVICE; PUBLIC INFRASTRUCTURE

6.1 Water Service. Prior to the City's annexation of the Property, the Owner shall take one of the following actions, or cause the District to take one of the following actions at no cost to the City: (a) cause the Property located in Marilee's CCN to be decertified from Marilee's CCN and pay the compensation required to Marilee in order for the City to provide water service to the Property which decertification may be done in whole or in part as the Property develops; or (b) if the Owner is unable to decertify Marilee's CCN over the Property, make payment to the City of 50% of the amount necessary for the City to purchase Marilee's CCN for the Property pursuant to that certain Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between the City and Marilee, and the City shall be responsible for funding the remaining 50% of such cost. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the

Owner's and/or the District's obligations to (a) compensate Marilee for a decertification of Marilee's CCN or compensate the City for 50% of the City's acquisition of Marilee's CCN; and (b) pay for and construct the Public Infrastructure. Within 180 days following either the Marilee CCN decertification (including compensation of Marilee by the Owner) or payment to the City of 50% of the CCN purchase amount all as described above, the City shall amend its CCN to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property.

6.2 Sewer Service. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees that capacity to serve the Development shall be created by construction of a new City-owned and operated wastewater treatment plant to serve the Property and other property in the same sewer basin and at the location shown on **Exhibit H** (the "New Plant"). Within thirty (30) days of the Effective Date, Owner agrees to pay City Four Hundred Thousand Dollars ($400,000.00) for the City to use towards the cost of designing and permitting the New Plant, and the City shall immediately commence the design and permitting process upon receipt of said payment from Owner. Within 30 days after the Owner enters into a grading contract with a third party for all or a portion of the Property and provides notice to the City of such contract, City shall begin construction of the New Plant (the "Commencement Deadline"). The City shall complete construction of the New Plant and have the New Plant operational and ready to serve the Property within 18 months after the Commencement Deadline. The City shall reimburse such $400,000 payment to the Owner within 30 days after the date the City accepts the Public Infrastructure for the phase one improvements, which acceptance shall not be unreasonably delayed or withheld. If the New Plant is not operational and able to serve the Development or any portion thereof, City agrees to pump and haul wastewater from the Development at the City's sole cost until such time as the New Plant is operational and able to serve the full Development. Based upon the foregoing and subject to the City satisfying its obligations to complete the New Plant and provide retail wastewater service to the Development pursuant to this section, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for all new development on the Property. Within thirty (30) days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming it will provide capacity to serve the Development of the Property. In addition, this Agreement shall serve as a "will serve" letter confirming the City's willingness to provide capacity to serve the Development of the Property pursuant to the terms of this Agreement. Nothing herein shall prohibit the Owner or the District from seeking a discharge permit to allow a new treatment plant to be constructed by the District to serve the Property, or prohibit the Owner from seeking decertification of the City as the retail wastewater provider, in the event the City is unable or unwilling to provide retail wastewater service for all or any portion of the Development.

6.3 Public Infrastructure.

(a) Standards. The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. 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 Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way; however, dry utilities may be in an easement separate from the right-of-way (wet utilities may be located within the right-of-way). The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, if the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely responsible for the up front funding of the incremental increase in all cost associated with such improvements related to increasing the capacity of such improvements (the "Oversizing Costs"). 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. The City shall have the right to inspect, at any time, the construction of all water, wastewater, roadway, and storm water Public Infrastructure, which such Public Infrastructure, except as otherwise expressly provided for in this Agreement, shall be designed, constructed, and inspected 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 such Public Infrastructure shall be as required by the City Regulations.

(b) Inspections, Acceptance of Public Infrastructure. From and after the inspection, approval, and acceptance by the City of the water, wastewater, drainage, and roadway Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City and City shall maintain and operate the accepted Public Infrastructure, or any portion thereof. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement. 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 Regulations, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations

(c) ROW Dedication. All right-of-way will be dedicated in the manner required by the City Regulations subject to Section 6.4.

6.4 Right-of-Way and Roadway Improvements.

(a) Except as otherwise provided in this Section 6.4, the Owner shall, by plat or as requested by the City and at no cost to the City, dedicate to the City, right-of-way for the on-site thoroughfares shown on **Exhibit F**, in accordance with the City Regulations, including the City's adopted thoroughfare plan, as well as the right-of-way needed for the portion of the perimeter thoroughfares to be constructed by the Owner as shown on **Exhibit F**, in phases as final plats are approved contiguous to such thoroughfares.

(b) The Owner shall design and construct the improvements described on **Exhibit F** (the "Roadway Improvements"), excluding the section of Stallcup Boulevard shown on **Exhibit F** as a segment to be constructed by the City, in phases as final plats are approved contiguous to such roadways unless such improvements have already been constructed by the City or a third party; however, no construction of Stallcup Boulevard by the Owner shall be required until at least 500 lots within the Property are completed as part of a recorded final plat.

(c) With the exception of the Roadway Improvements, the Owner shall not be required to construct or fund any thoroughfare improvements.

(d) The Owner agrees to escrow one-half of the estimated cost to construct median related improvements for the portion of Marilee Road and the portion of Stallcup Boulevard shown on **Exhibit F** to the extent such improvements cannot be completed when the Owner constructs its proportionate share of such Roadway Improvements, including the median cost as well as median street lights and median landscaping.

(e) The City agrees, at its sole cost, to acquire right-of-way and commence construction of the City's two-lane portion of Stallcup Boulevard, as shown on **Exhibit F**, not later than 12 months after the date the Owner delivers written notice to the City requesting the City to commence construction, and to complete such construction no later than Owner's completion of the Owner's portion of Stallcup Boulevard, as shown on **Exhibit F**. Any failure or delay by the City to commence and complete such construction shall not result in the City withholding or delaying any plat, permit, or other development approvals for the Property. The Owner will design the city's portion of Stallcup Boulevard, as shown on **Exhibit F**, when the Owner designs the Owner's portion of Stallcup Boulevard, and the City shall reimburse the Owner for such design costs prior to the deadline stated in this subsection for the City's commencement of construction of the City's portion of Stallcup Boulevard.

6.5 Water Infrastructure. The Owner shall design and construct the proposed water improvements depicted on **Exhibit G** (the "Water Improvements") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any water line that exceeds 18 inches in size unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site water improvements not shown on **Exhibit G**. If the City constructs any of the Water Improvements prior to the Owner's construction of such improvements, the Owner shall pay the City for the Owner's proportionate share of the cost of such improvements prior to recording a final plat that connects to such improvements.

6.6 Wastewater Infrastructure. Except as otherwise provided by Section 6.2, the Owner shall design and construct the proposed wastewater improvements depicted on **Exhibit H** (the "Wastewater Improvements") in phases as needed to serve the development of the Property unless such improvements have already been constructed by the City or a third party. The Owner shall not be required to construct any wastewater line that exceeds the size needed for the development of the Property unless the City funds the Oversizing Costs. The Owner shall not be required to construct any off-site wastewater improvements not shown on **Exhibit H**.

6.7 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public

Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. In addition, the District may exercise the power of eminent domain to acquire rights-of-way, consents, or easements, if any, required for the Public Infrastructure.

6.8 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Owner shall install, or caused to be installed, 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 Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

6.9 Transfer of Warranties. Any Public Infrastructure that is transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

ARTICLE VII
TIRZ

7.1 The City shall create the TIRZ before the Property is annexed. Upon creation, the TIRZ term will be the longer of a term that (i) expires 35 years after the recording of the last final plat for any portion of the Property, or (ii) the date that is the last date the last series of District bonds required to fund full development of the Property is paid or, (iii) if no District bonds are issued, the date that the Owner is reimbursed for all amounts required to fund full development of the property that would be eligible for reimbursement if the District had issued bonds. The City's TIRZ creation ordinance shall confirm the City's TIRZ participation rate at an amount equal to twenty cents per $100 of assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources), unless the

City modifies or revokes any of the District Consents (as defined in this Agreement), at which time the City's TIRZ participation will increase to an amount equal to 100 percent of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted sources). TIRZ revenue may fund any cost eligible for funding pursuant to the TIRZ Act, including costs for public infrastructure and economic development grants. TIRZ revenue may be pledged to the repayment of District debt. Following creation of the TIRZ and approval by the City of the TIRZ final project plan and finance plan, the Owner and the City will enter into a TIRZ agreement that obligates the City to (a) reimburse the Owner from TIRZ revenue for all amounts expended to fund public improvements required for full development of the Property the costs of which are not reimbursed from the District's net bond proceeds; and (b) pay the Owner an economic grant equal to $400,000 plus interest at a rate of six percent per year until paid as consideration for the Owner's payment described in Section 6.2 but only if such payment is not timely reimbursed to the Owner as described in Section 6.2 The TIRZ agreement will provide that TIRZ revenue paid by the City to the Owner will first be applied to reimbursement obligations; next to unpaid but accrued interest on the $400,000 grant amount; and last to reduce the principal balance of the $400,000 grant. The City agrees to pay to either the Owner or the District, at the Owner's option, all TIRZ revenue described above for the TIRZ term described in this paragraph. If requested by the City, the Owner agrees to provide documentation that no TIRZ costs have been reimbursed from District bond proceeds unless TIRZ revenue was pledged to the District bonds the proceeds of which are being paid to the Owner. Documentation shall be in the form of an independent accounting firm's "agreed upon procedures report."

7.2 Except for TIRZ revenue pledged to the repayment of District bonds as provided in Section 7.1 pursuant to a TIRZ reimbursement agreement, no conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance shall be made by the Owner or any successor or assignee of the Owner of this Agreement, a 380 grant, or any other TIRZ reimbursement agreement, that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. A conveyance, transfer, assignment, mortgage, pledge, grant, or other encumbrance may only be made by the Owner or any successor or assignee of the Owner of or related to payments received pursuant to this Agreement, a 380 grant, or any TIRZ reimbursement agreement as security for or the payment of bonds or other securities issued by any entity other than the City if, after a request by the Owner to the City, the City declines to issue bonds secured by such revenues.

ARTICLE VII
CHAPTER 380 GRANT OF ROLLBACK TAXES

8.1 As consideration for the Owner's consent to the voluntary annexation of the Property, and in accordance with Chapter 380 of the Texas Local Government Code, the City agrees to pay to the Owner an amount equal to 100 percent of all municipal rollback taxes collected by the City from the Property, excluding any penalties and interest charged for late payment, within 90 days after such tax revenue is collected (the "Grant"). As a condition to receiving the Grant, the Owner shall be in compliance with the requirements of this Agreement at the time the City is required to pay the Grant pursuant to this paragraph.

8.2 The Grant payable by the City to the Owner is 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 but is payable only from funds of the City authorized by the Program and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Payment of the Grant is subject to the City's receipt of funds from municipal rollback taxes collected by the City from the Property consistent with the terms of Section 8.1. This Article VIII shall expressly survive the expiration or termination of this Agreement.

ARTICLE IX
DISTRICT

9.1 Consent to District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City further consents to (a) an expansion of the authority of the District (by petition to and approval of the TCEQ or otherwise) to include road powers pursuant to Section 54.234, Texas Water Code, as amended; and (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended. If more than one district is created, the City further consents to divisions of the districts and to boundary adjustments among the districts in the form of exclusions and additions of land within the Property, so long as the number of acres in the District, or any other district consented to in the paragraph, does not exceed an additional 100 acres, for a maximum total of 513.880 acres.

9.2 Consent to District Annexation of Land. The City consents to the District's annexation of a maximum of 100 acres of land located outside of the Property, provided, however, such land must be annexed into the City for full purposes before the District annexes such land into the District's boundaries and the maximum acres set forth in Section 9.1 is not exceeded.

9.3 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

9.4 No Limitation of Powers. Nothing in this Agreement is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such District.

9.5 Full Satisfaction. The consents contained in this article and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City so long as Owner is in full compliance with the terms of this Agreement and not in breach of this agreement or by any action of the City Council without the prior written approval of Owner; (c) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement; and (d) with the understanding that the City has relied on

this Agreement to City's material detriment and but for this Agreement City would not have provided the District Consents.

9.6 Dissolution. The City agrees that it will not take any action that will have the effect of abolishing or dissolving the District until ninety percent (90%) of the developable portion of the Property has been developed with water, sanitary sewer and roads and the District has issued its bonds to fully reimburse the Owner for such infrastructure, to the extent not being reimbursed from another funding mechanism and as allowed under the then current rules of the TCEQ.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

(e) The City shall not assign this Agreement.

10.2 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.3 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.

10.4 Limitation on Assignment. Except as otherwise provided in Article VII and except for an assignment of a TIRZ agreement by Owner to the District, no conveyance, transfer, assignment, mortgage, pledge, grant or other encumbrance shall be made by the Owner, Owner Assignee, or any successor or assignee of the Owner of this Agreement, any Chapter 380 agreement, the Grant, the capital recovery fees payments, or any TIRZ agreement that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City.

ARTICLE XI
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, with the exception of Article III and the Development Regulations, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end buyer of a fully developed and improved lot.

11.2 Releases. From time to time upon the written request of the Owner, the City and Owner shall execute, in recordable form, a mutual release of this Agreement, which shall be for at least 100 acres, if the Owner's obligations and City's obligations under this Agreement have been

satisfied, subject to the continued application of the Development Regulations. The Owner shall pay the City $1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

11.3 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XII
ADDITIONAL PROVISIONS

12.1 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:

To the City:
Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to:
Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner:	HC Celina 414, LLC Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, TX 75225 E-mail: pwh@huffinescommunities.com TEL: (214) 526-3000 FAX: (214) 750-5900
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail:misty.ventura@svlandlaw.com TEL: (214)328-1101 FAX: (800) 519-3768

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.

12.2 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 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. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 45 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 45 day period (a) stating that the Party cannot cure the alleged failure within 45 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 45 days after the initial written Notice of the alleged failure has been given.

12.3 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, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other

tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide water or sewer service or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of the District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) adversely affect or impair rights of the Owner or the District to receive TIRZ payments, capital recovery fee, meter fee, or impact fee payments, or Chapter 380 grant funds pursuant to the terms of this Agreement; or

(h) allow the City to annex the Property except as expressly authorized by this Agreement; or

(i) limit the Term.

12.4 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER. 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.

12.5 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES,

REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

(d) THIS SECTION 12.5 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.6 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(1) 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 OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, 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 OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION 12.6, WAIVES (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF OWNER SET FORTH IN THIS AGREEMENT.

(C) THIS SECTION 12.6 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.7 Interpretation. The Parties acknowledge that each of them 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.

12.8 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and to the extent provided by law, and that the performance by the Parties under this Agreement, as to the Property, is authorized by Section 212.172 of the Texas Local Government Code.

12.9 Entire Agreement; Severability.

(a) 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, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties; provided, however, upon written notice to the City, the Owner may amend this Agreement to add 100 acres of land located in the City's ETJ to this Agreement without any further City approval required, which additional land shall become part of the defined term "Property" (the "Additional Land"). The Additional Land must be owned by the Owner or its affiliate, and a memorandum of the amendment, including the legal description of the Additional Land and an updated Concept Plan showing the Additional Land, shall be recorded in the real property records of Collin County by the Owner. The Additional Land must be developed in accordance with the City Regulations, including the Development Regulations applicable to single family, except that a maximum of ten percent of the area included in the Additional Land may be developed with single family attached or detached residential, multi-family, or single family rentals (build to rent) products that comply with the City Regulations applicable to such uses. Additional single family units are permitted on the Additional Land not to exceed five units for each acre of Additional Land.

(b) 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.

12.10 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue for any action to enforce or construe this Agreement shall be Collin County.

12.11 Non-Waiver. Any failure by a Party to insist upon strict performance by another 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.

12.12 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.

12.13 No Third-Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. The District shall be a third-party beneficiary entitled to enforce this Agreement. With the exception of the District, 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.

12.14 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes and an associated construction trailer may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes and the associated construction trailers permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Development Regulations or the City Regulations; (e) do not require any permit or other approval by the City; and (f) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes and the associated construction trailers permitted by this Agreement shall, however, be subject to all permits or approvals otherwise required by the County; and the City agrees to cooperate in good faith to assist Owner in obtaining such permits and approvals and in obtaining water, sewer, and utility service for such homes.

12.15 Water Wells. Water wells may be drilled within the Property for the sole purpose of providing irrigation water; subject, however, to all applicable rules and regulations of Collin County (if any) and the TCEQ. Water wells may not be used to provide potable water.

12.16 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no Structure, other than manufactured housing authorized by this Agreement, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement.

12.17 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner 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. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12.18 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

(a) https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf;

(b) https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

(c) https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

12.19 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 Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application 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 Owner; and, neither the City nor its consultants have verified such information.

12.20 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge

to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

12.21 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.8.C. Section 1324a (f), the Owner shall repay the Chapter 380 grant payments received by the Owner from the City and granted herein within 120 days after the date the Owner 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.

12.22 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section

250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

12.23 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Open Space, Parks, Trails, Amenities
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Sewer Improvements
Exhibit I	Fencing Plan

12.24 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.25 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, but not limited to, events or circumstances related to a pandemic or supply shortage delays.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF CELINA, TEXAS
the "City"

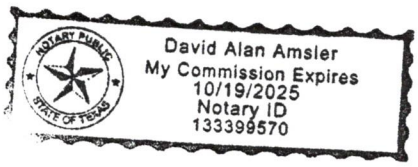
By: _____
Sean Terry, Mayor

ATTEST:

By: _____
David Amsler, Assistant City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On January 12, 2022, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.



_____
Notary Public in and for the State of Texas

THE OWNER:

HC Celina 414, LLC
a Texas limited liability company

By: _____
Name: Phillip Huffines
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 6, 2022, by Phillip Huffines, Manager of HC Celina 414, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public in and for the State of Texas

ROXANNE CABRERA
Notary ID #12217308
My Commission Expires
March 20, 2025

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a ½" reference iron rod found on line, passing at 193.71 feet a ½" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9 acre tract as recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South

89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as

as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract, South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

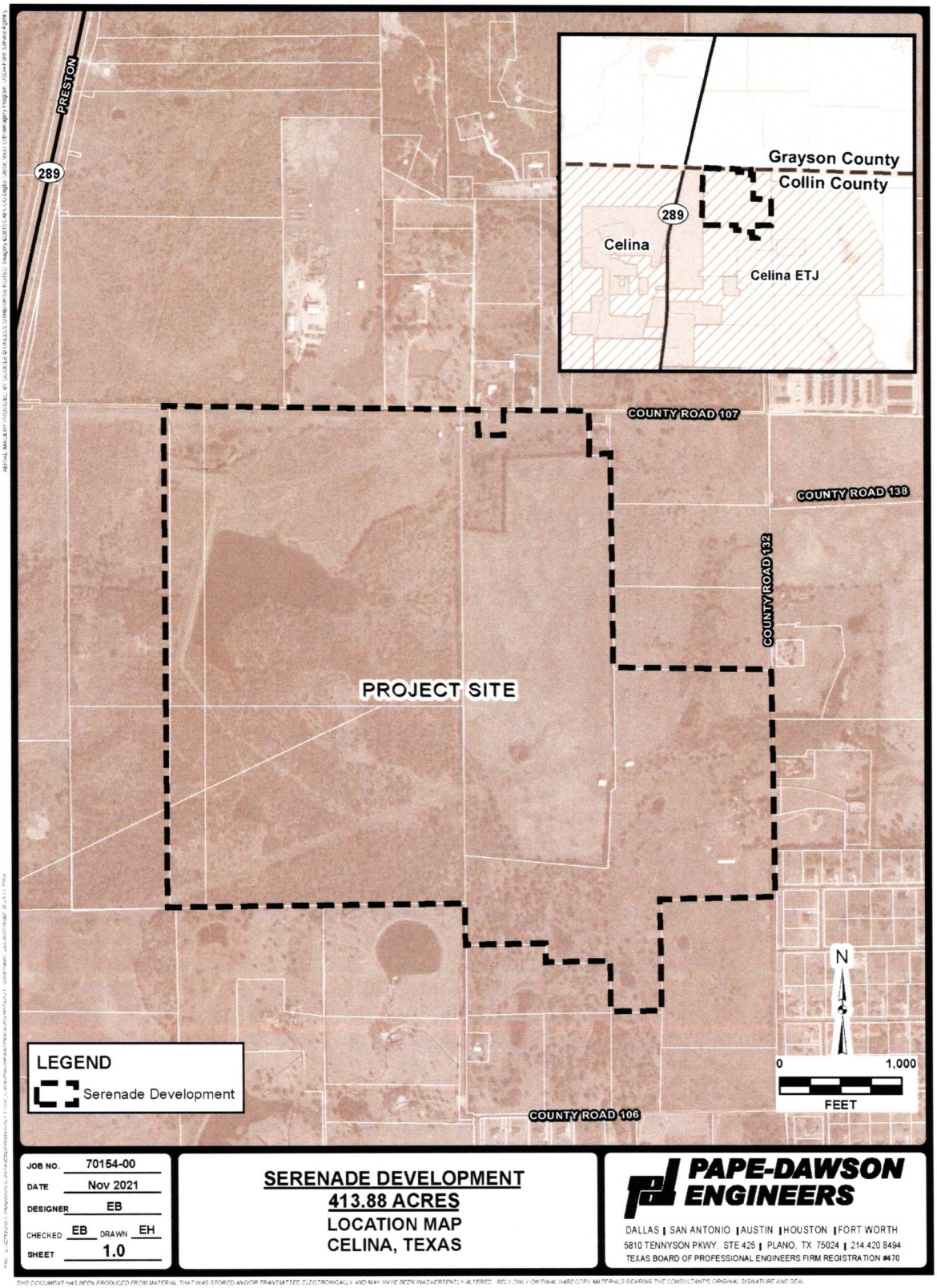
THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East. 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22'East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

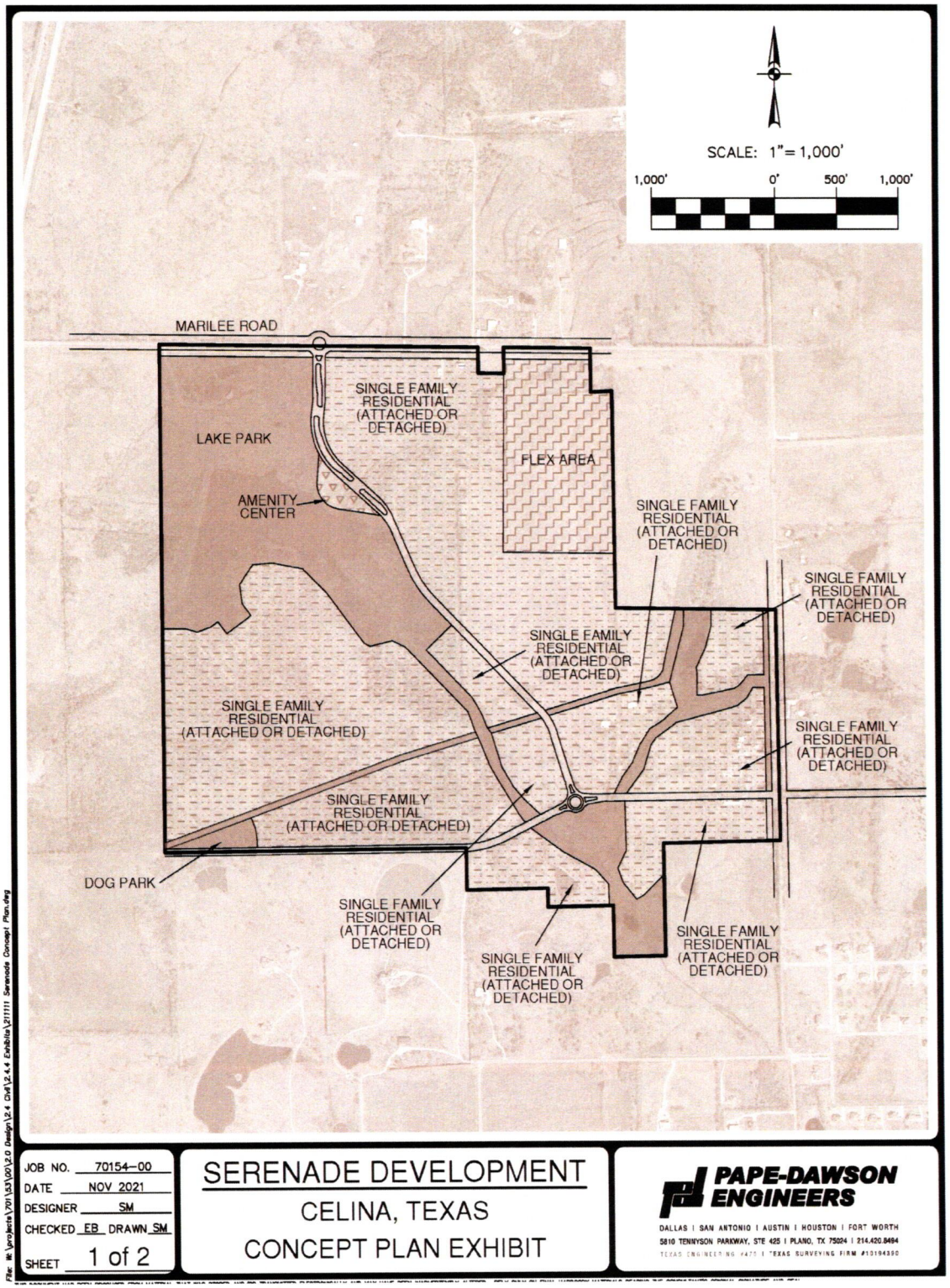
THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

EXHIBIT B
PROPERTY DEPICTION



THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT C
CONCEPT PLAN



LAND USE SUMMARY

	SINGLE FAMILY RESIDENTIAL (ATTACHED OR DETATCHED) 265.6 AC.
	FLEX AREA - 30.7AC.
	AMENITY CENTER - 2.1 AC.
	OPEN SPACE - 115.5 AC.
TOTAL	413.9 AC.

Date: Nov 11, 2021, 2:03pm User ID: amedrano
File: M:\projects\701\33\00\2.0 Design\2.4 Civil\2.4.4 Exhibits\211111 Serenade Concept Plan.dwg

JOB NO. 70154-00
DATE NOV 2021
DESIGNER SM
CHECKED EB DRAWN SM
SHEET 2 of 2

SERENADE DEVELOPMENT
CELINA, TEXAS
CONCEPT PLAN EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING FIRM #10194390 I TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT D
DEVELOPMENT REGULATIONS

1. Concept Plan. The Property shall generally comply with the Concept Plan, which may be amended in accordance with Section 3.1 of this Agreement; however, single family residential development (attached or detached) shall be permitted at any location shown for development of single family residential or shown as "flex area" on the Concept Plan notwithstanding anything to the contrary in this Agreement or on the Concept Plan. The Concept Plan meets the intent of the City's Comprehensive Plan and Neighborhood Vision Book.

2. Permitted Uses. The base zoning district for "residential" areas shown on the Concept Plan shall be SF-R. The base zoning district for the flex area shown on the Concept Plan shall be SF-R for single family attached or detached development; MF-0 (Horizontal) as defined in Section 3(b) below ("MF-0 Standards") for single family rentals (build to rent); and MF-2 (Urban Edge) or MF-3 (Urban Living) zoning districts (at the land owner's option) for multifamily development. The following uses shall be permitted by right: (a) single family detached residential; (b) single family attached residential, duplex, triplex, and 4-plex; (c) single family rentals (defined as multiple detached dwelling units on a single platted lot known as build-to-rent), which are only permitted in the "flex area" on the Concept Plan; (d) multifamily, which is only permitted in the "flex area" on the Concept plan; (e) parks, open space, amenities, and schools; and (f) all other uses permitted in the base zoning district, as set forth in the City of Celina Comprehensive Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), which shall be allowed to the same extent such other uses are permitted in the base zoning district (e.g., by right, by specific use permit, subject to specific criteria, and/or subject to conditions). In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control. At full buildout, at least ten percent of all single family detached homes shall be on lots that are 70 feet in width or greater and in addition to that ten percent, at least 40 percent of single family homes shall be on lots that are 50 feet in width or greater, and the remaining single family homes shall be on lots that are 20 feet in width or greater. Except as otherwise provided for the Additional Land and otherwise provided below, a maximum of 1,300 single family attached and detached dwelling units are permitted on the Property. A maximum of 31 acres within the Property may be developed as a flex area, and if the flex area is developed as single family, a maximum of 155 single family attached or detached units are permitted in addition to the 1,300 units described above in this section.

3. Development Standards.

a. Single Family Residential (Attached or Detached). Single family residential dwelling units and duplex, triplex, and 4-plex units shall be developed in accordance with the SF-R, Single- Family Residential Detached base zoning district, as set forth in the Zoning Ordinance, except as follows:

i. The Development Standards Table and notes that accompany it on Attachment 1 to this exhibit shall apply. The lot sizes, setbacks, height, coverage, and dwelling unit size requirements on Attachment 1 are the exclusive such standards applicable to single family attached and detached development.

ii. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

b. Single Family Rentals (Build to Rent). Single family rentals (also known as build to rent or multifamily horizontal) shall comply with the following standards which are defined herein as the MF-O Standards:

i. The maximum overall density of this use shall not exceed 12 dwelling units per gross acre within the platted lot.

ii. The maximum building height shall be 36 feet and two stories.

iii. Wooden privacy residential fences are permitted within required landscape setbacks, except for landscape setbacks along public right-of-way. Required perimeter trees shall be installed in within landscape setbacks. Yard space may be divided by a six-foot wooden fence or other material of equal or better quality approved by the Director of Development.

iv. A minimum of 1.5 parking spaces shall be required per dwelling unit located anywhere within the platted lot. Garages are not required.

v. All dwelling units shall be constructed of at least 80 percent brick or stone, with the remainder permitted to be stucco or cementitious fiber-board; however, the Director of Development Services may approve deviations from this requirement to allow more cementitious fiber-board or less than 80 percent brick or stone for craftsman architecture or other types of architecture, such as contemporary or modern farmhouse design, if the proposed deviation will not adversely affect adjacent property. This paragraph shall constitute the exclusive building material requirement for single family rentals (build to rent) uses.

vi. No building setback shall apply to this use, although landscape buffer requirements shall apply and may affect building placement.

vii. No maximum lot coverage requirement or floor area ratio limitations shall apply.

viii. This use shall be considered a multifamily uses for purposes of applying the applicable provisions of the Zoning Ordinance.

ix. Alleys are not required for this use.

c. Multifamily. Multifamily uses shall comply with the zoning district regulations applicable to property located in the MF-2 (Urban Edge) or MF-3 (Urban

Living) zoning districts (at the land owner's option), as set forth in the Zoning Ordinance. Alleys are not required for this use.

4. Parks, Open Space, Trails, and Amenities.

a. Parks and open space areas shall be designated on approved plats and shall generally comply with the City's Master Trail Plan, as modified by the Parks, Open Space, and Trail Plan attached as **Exhibit E**, although no trails shall be required in the floodplain. Trails shall be constructed in phases with each plat as shown on **Exhibit E** and otherwise in accordance with the City Regulations; however, the exact location of trails shown on **Exhibit E** is conceptual and subject to modification at the time of final design and platting, with City approval of final trail locations not to be unreasonably withheld. The trails shown on **Exhibit E** shall consist of a combination of 12-foot wide concrete spine trails and 8-foot wide concrete trails along gas easements and in other locations, as shown on **Exhibit E**. Sidewalks and landscape buffers shall be provided adjacent to arterials and collectors as required by the City Regulations. Park locations shown on **Exhibit E** are intended to be conceptual at this time and shall be finalized at the time of final design and platting, with City approval of the final park locations not to be unreasonably withheld. The City shall maintain all 12-foot wide trails and all trails that are adjacent to a thoroughfare, and the District or a homeowners association shall own and maintain all open space areas and trails designated on approved plats that are not dedicated to the City. If the District is dissolved, all open space areas and trails that were maintained by the District shall thereafter be maintained by the homeowners association. A homeowners association shall own and maintain the pavilion within the open space.

b. With respect to open space, the spirit and intent of the Neighborhood Vision Book must be met with reasonable exceptions taking into consideration the extensive open space provided with the soil conservation pond floodplain.

c. The following amenities are required to be started within 30 days after the date a building permit is issued by the City authorizing construction of the 100th single family attached or detached residence within the Property and completed within 24 months of the start of construction, unless extended by the City Manager with each extension granted by the City Manager to be limited to six months:

i. A pavilion.

ii. A dog park;

iii. Fire pits and/or outdoor grills;

iv. A minimum of two dog waste stations;

v. Trash cans; and

vi. Park signage.

d. If the amenities described in Section 4(c) are not timely commenced or completed, no new plat for any portion of the Property may be approved until the amenities are completed. If the City Manager denies an extension of the deadline to complete the amenities described in Section 4(c), such denial may be appealed to the City Council.

e. The requirements on this **Exhibit D** are the exclusive requirements for parks, open space, trails, and other amenities, and no other park land dedication, park fee, park improvement, trail, open space, or amenity requirements shall apply to the Property.

5. Tree Preservation. No tree preservation or mitigation requirements shall apply to the Property.

6. Fencing Exhibit. Compliance with the fencing exhibit attached as **Exhibit I** shall be required.

7. Neighborhood Vision Book. Compliance with the Neighborhood Vision Book component of the Zoning Ordinance is required except as modified by these Development Regulations or otherwise approved by the Director of Development, including the following modifications:

a. Entrance signs may exceed sign text size limitations. Front loaded garages shall be allowed to comprise more than 50 percent of the front building elevation.

b. The proposed amenity center improvements shall satisfy minimum shade coverage requirements and amenity center components.

c. At the time of platting, all parks and open space areas shown on a plat shall be located within 1,500 feet of the nearest boundary of a lot intended for a residential use, which shall be the only spacing requirement that applies to parks, open spaces, and residences.

d. The requirement for 600 foot maximum block lengths without a break shall not apply.

e. Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

f. The street sections on **Exhibit F** control in the event of a conflict with the parkway width requirements in the Neighborhood Vision Book.

g. An ornamental tree is defined on the City's approved tree list and shall include a Crape Myrtle, a Vitex, and a Redbud, and shall be a minimum size of three inches.

h. The maximum project sign text requirement of 45 square feet in are and two feet in height does not apply to residential projects.

i. The requirement for variable setbacks to be permitted and encouraged so long as the minimum setbacks are respected, and the maximum setback does not exceed more than 1.5 times the minimum setback, does not apply to residential projects.

j. The requirement that front loaded garages shall not comprise more than 50 percent of the front building elevation does not apply.

k. Amenity centers will include outdoor shaded areas by utilizing a covered porch, a shade pavilion, Sunbrella shade awnings, or any combination of these options, which shall satisfy all Neighborhood Vision Book requirements for shaded areas.

l. In instances where the Neighborhood Vision Book requires trees to be planted in an existing easement that will include sidewalks, trees may be planted in adjacent rear yards in lieu of within the easement if the easement holder will not permit the planting of trees within the easement.

8. Architecture. The Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended, consistent with Section 3.2 of this Agreement.

9. Miscellaneous Items. The following modifications to the City Regulations shall apply:

a. Section 3.03, Table 3.4: When determining the downstream assessment, if the existing SCS dam is removed, the City of Celina will consider the pre-existing flows from the development as if the dam was not in place.

b. Section 3.09: The minimum slope within the detention pond shall be four-to-one (4:1) slope.

c. Section 3.11(C), Figure 3.5: A 10-foot access easement shall be on one side of an excavated open channel measured from the edge of channel.

d. Section 6.02(C): The requirement for 4" or (6" in rock) suitable loam topsoil to be furnished and installed in areas behind the curb is waived.

e. Section 10.03.065, Tree Preservation in the ETJ: Tree preservation and tree survey requirements shall be waived.

f. Section 10.03.076(g)(1)(A): Screening around retention/detention ponds and open spaces shall not be required.

g. Section 10.03.081(d)(3)(B): This requirement (related to residential lots adjacent to a park) is waived.

h. Section 10.03.082(E)(1)(A): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

i. Section 14.02.201(c)(1): Proposed development improvements as shown on **Exhibit E** that will be open to the public shall satisfy open space requirements.

j. Section 14.02.201(c)(3): Alleys are required to serve all single family detached lots that are less than 50 feet in width, except that at full buildout, due to topography reasons or for lots backing to open space, up to 15 percent of such lots may be front entry if they are 40 feet or greater in width. All single family detached lots that are 50 feet or greater in width may be served by front entry garages. All single family attached, duplex, triplex, and 4-plex lots are required to be served by an alley.

k. Section 14.04.107(a)(3): HardiPlank shall be allowed on any structural element above the roofline.

l. Section 14.04.201(e)(1)**:** Tree survey requirements are waived.

m. Section 14.04.204(i)(2): Retention (wet ponds) shall be designed in a manner to be an amenity to the development by providing a 4:1 slope, a large canopy tree for each 75 linear feet of the perimeter, benches, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.

n. Section 14.04.204(i)(3): This requirement (related to safety fencing around the perimeter of a retention/detention pond) is waived.

o. Section 14.04.205 Plant List: The City shall accept the addition of the following plant materials in addition to the items on the City's plant list: Large Canopy Trees: Mexican White Oak and Urbanite Ash; Small Ornamental Tree: Canaert Juniper; Eagleston Holly and Flameleaf Sumac; Screening Shrubs: Chinese Privet, Sunshine Ligustrum, Spirea, and Gulfstream Nandina. An ornamental tree may also include a Crape Myrtle, a Vitex, and a Redbud.

p. Upon release within the Property of any easement held by the Collin County Soil and Water Conservation District, such former easement area shall be regulated as a detention or retention area under the applicable detention/retention regulations pursuant to this Agreement, and the District shall own and maintain such former easement area.

q. Section 10.03.076(a)(4) Escrows: When the Owner constructs a portion of the full section of any Roadway Improvements, the Owner will obtain a bid for the cost for landscaping for the full section, and the Owner will be required to escrow one-half of the bid amount.

r. Section 10.03.076(c)(1)(A), (B), and (C) Minimum Width of Landscape Buffers/Easements: A minimum 10-foot wide landscape easement is required along the internal collector shown on **Exhibit F**. A minimum 20-foot wide landscape buffer is required along the Owner's portion of the Stallcup Boulevard Roadway Improvements. A minimum 40-foot wide landscape buffer is required along the Marilee Road Roadway

Improvements.

s. Section 10.03.076(c)(D): The requirement in this section for a 10-foot wide buffer or landscape easement does not apply to the Property.

t. Section 10.03.076(g)(1)(C) Residential Fences Adjacent to Streets: The fencing plan on Exhibit I shall control in the event of a conflict with this section, and the City Manager or his or her designee may approve alternative fencing materials to those shown on **Exhibit I** (including, but not limited to composite or vinyl fencing), in lieu of the materials required by Section 10.03.076(g)(1)(C) to the extent that section applies.

u. Section 10.03.081(d)(3)(G) Blocking Trails from Motor Vehicle Traffic: Removable bollards may be utilized to block vehicular traffic from trails.

v. Section 10.03.081(d)(3)(K) Residential Streets Adjacent to Parks. Streets adjacent to parks and open spaces shall be designed and constructed as typical residential streets with 31 feet of width.

w. Section 14.04.203(c)(6) Streetscape Furniture Colors: Lighter colors may be approved by the City Manager or his or her designee.

x. Master Fee Chart: The Owner may opt to follow either the "Chapter 212 Process" or the "Alternative Process" in the Master Fee Chart.

Attachment 1 to Exhibit D
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)[1]	Minimum Rear Yard Building Setback (Home)	Maximum Lot Coverage (%) (building footprint)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-A	Single Family Attached (villa homesites)	1400	20	70	2	15	12	0	10	5	None	1200	Attached garage product
SF-A	Single Family Attached (villa homesites)	1600	20	80	2	15	12	0	10	5	None	1200	Detached garage product
SF-A	Duplex Triplex 4-Plex	8000	80	100	2	12	12	5	10	5	None	1100	
SF-D1	Single Family Detached (garden homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1200	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one

[1] Buildings shall not be located within 15 feet of the curb on the corner side of the lot.

													side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (paseo homesites) (cluster home)	2100	30	70	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.
SF-D1	Single Family Detached (cottage homesites) (cluster home)	3150	35	90	2	13	12	5	10	5	None	1250	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. As an alternative, one side yard may be a minimum of 3 feet if the other side yard is a minimum of 7 feet.

SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	20	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *Product type only allowed when rear yard is adjacent to a park or open space.
SF-D1	Single Family Detached (chalet homesites)	4000	40	100	2	6	12	5	10	5	None	1500	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other. *
SF-D2	Single Family Detached (courtyard homesites)	4000	50	80	2	8	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	100	2	5	12	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	100	2	5	20	5	10	5	None	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D3	Single Family Detached (manor homesites)	6000	60	100	2	4	12	5	10	5	None	2000	
SF-D4	Single Family Detached (chateau homesites)	7000	70	100	2	3.5	12	5	10	5	None	2400	

**The minimum front yard setback for all rear entry homes shall be 12 feet.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

Exception to minimum setback: Minimum side setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

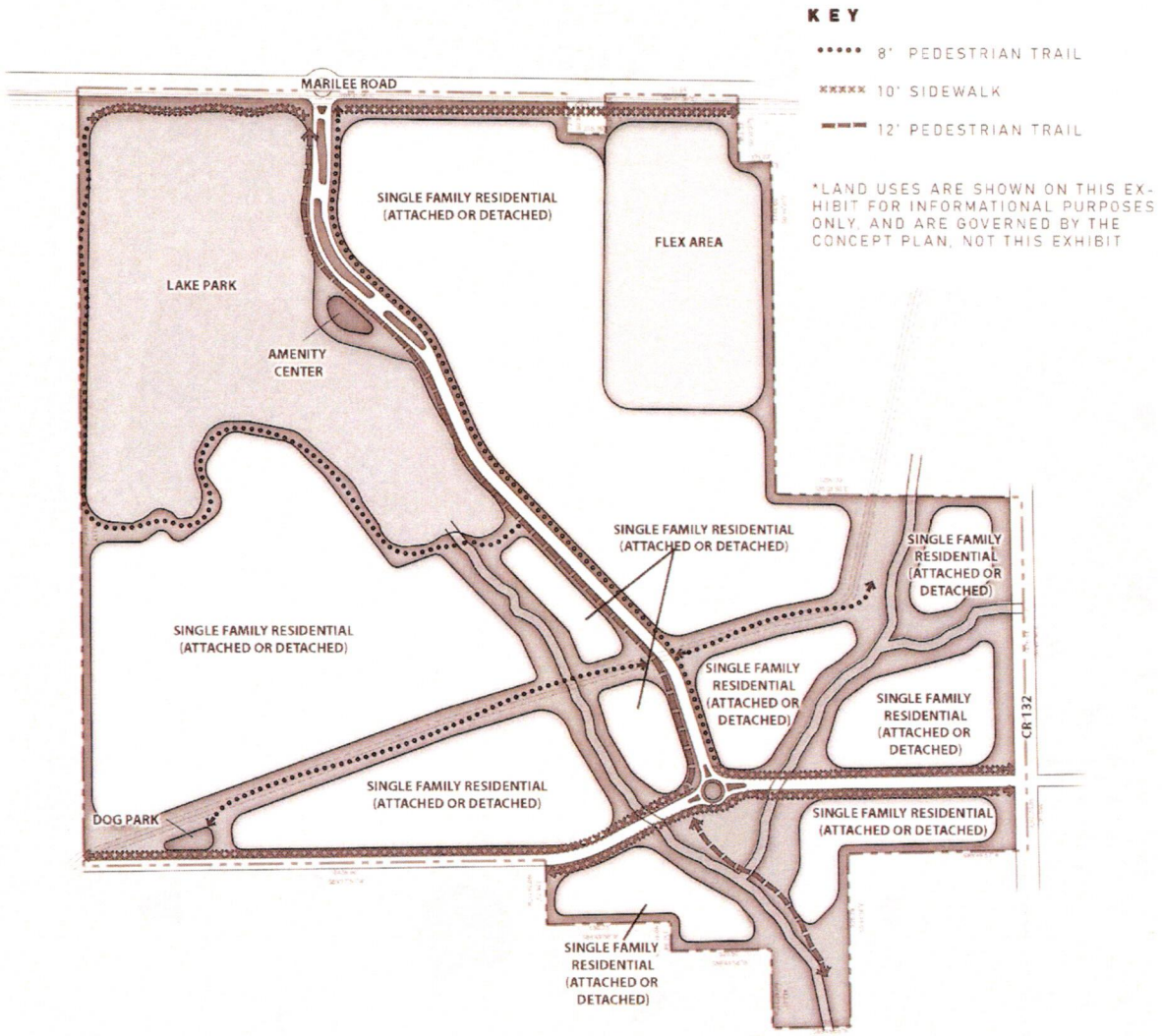
Permitted encroachments into setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot setback and the side with the ten foot setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

A maximum of eight single family attached units may be attached without a building separation.

EXHIBIT E
OPEN SPACE, PARKS, TRAILS, AMENITIES



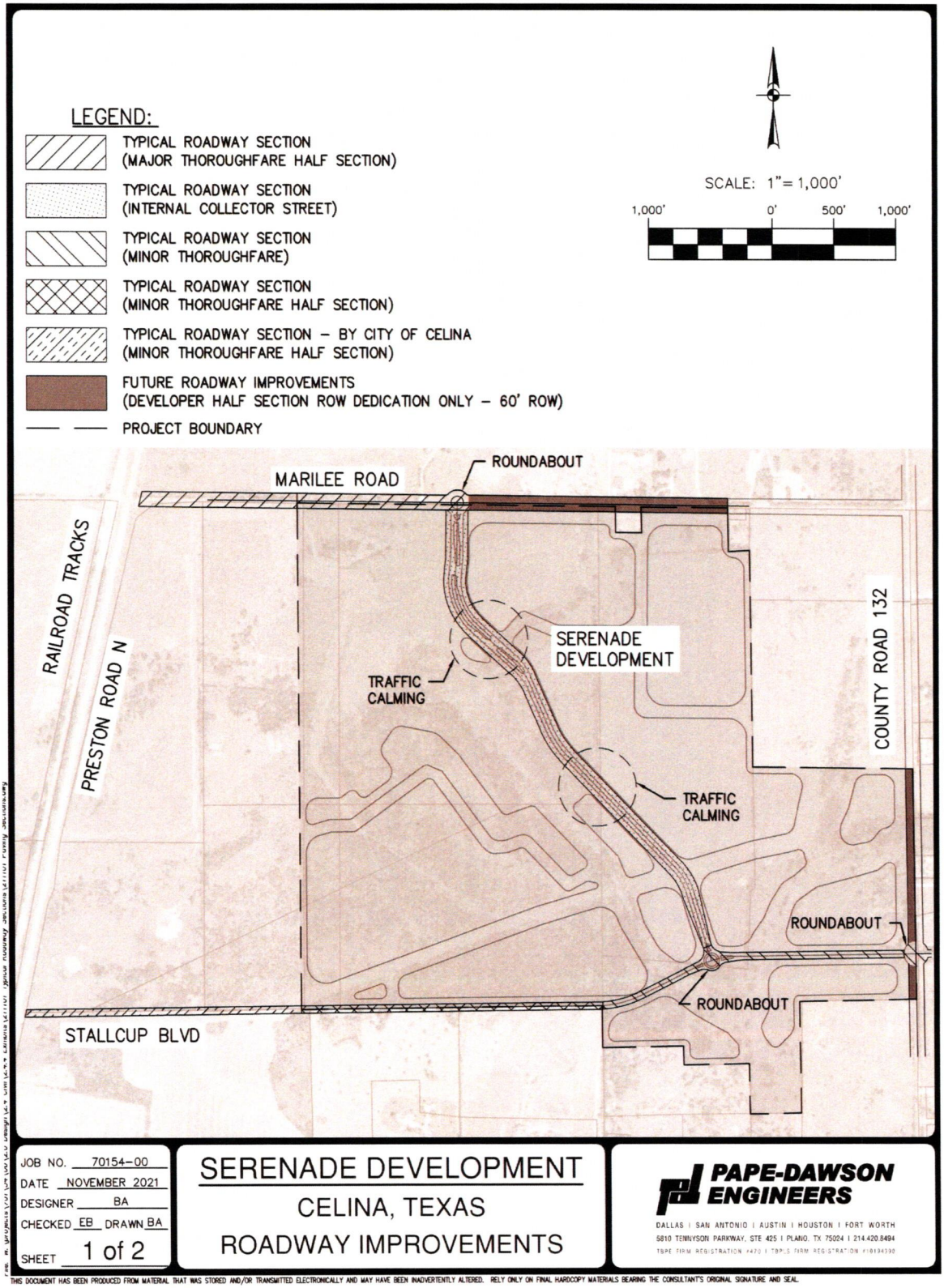
SERENADE: TRAIL LAYOUT PLAN

CELINA | DECEMBER 2021

PLAN VIEW
SCALE: 1"=800'

LJA

EXHIBIT F
ROADWAY IMPROVEMENTS



JOB NO. 70154-00
DATE NOVEMBER 2021
DESIGNER BA
CHECKED EB DRAWN BA
SHEET 1 of 2

SERENADE DEVELOPMENT
CELINA, TEXAS
ROADWAY IMPROVEMENTS

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194300

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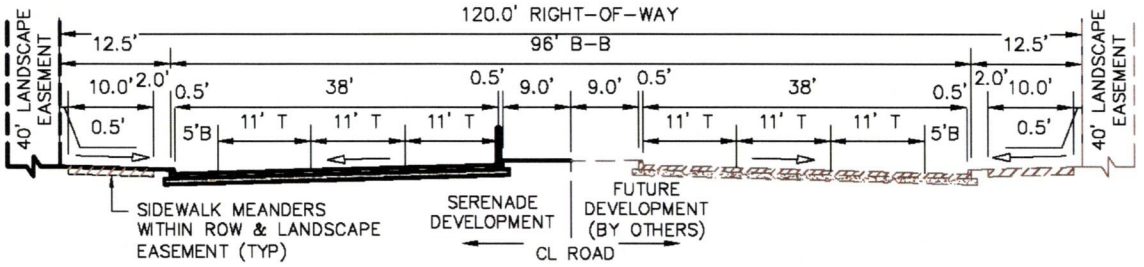
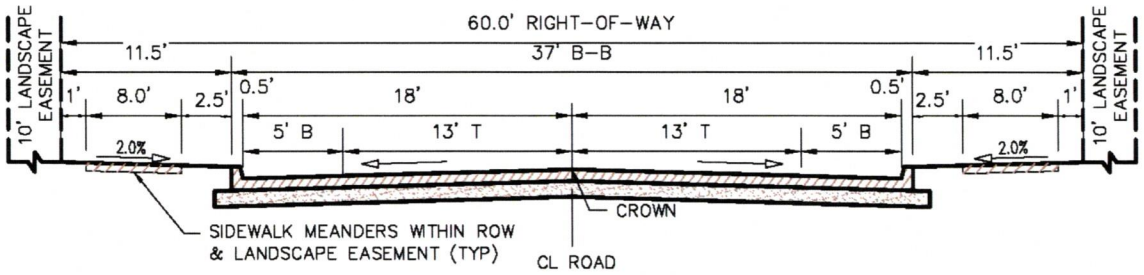


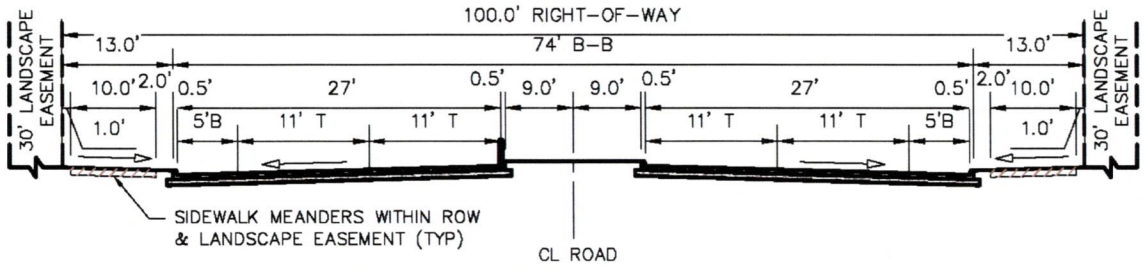
TYPICAL ROADWAY SECTION (MAJOR THOROUGHFARE HALF SECTION- 120' ROW)

N.T.S.



TYPICAL ROADWAY SECTION (INTERNAL COLLECTOR STREET - 60' ROW)

N.T.S.



TYPICAL ROADWAY SECTION (MINOR THOROUGHFARE - 100' ROW)

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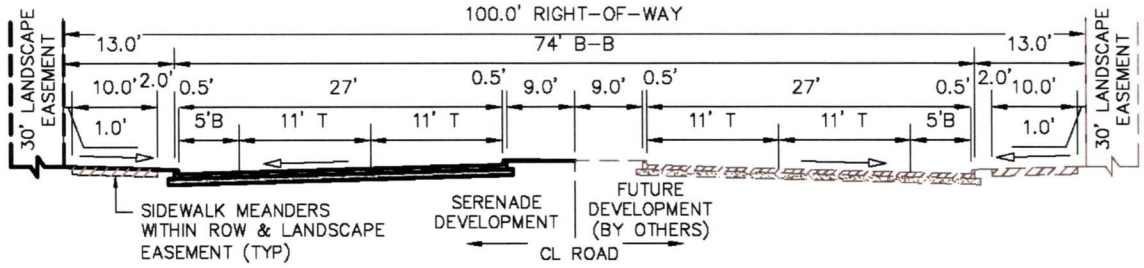

TYPICAL ROADWAY SECTION (MINOR THOROUGHFARE HALF SECTION- 100' ROW)

N.T.S.

JOB NO. 70154-00
DATE NOVEMBER 2021
DESIGNER BA
CHECKED EB DRAWN BA
SHEET 2 of 2

SERENADE DEVELOPMENT

CELINA, TEXAS

TYPICAL SECTIONS

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.5484
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194300

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT G
WATER IMPROVEMENTS

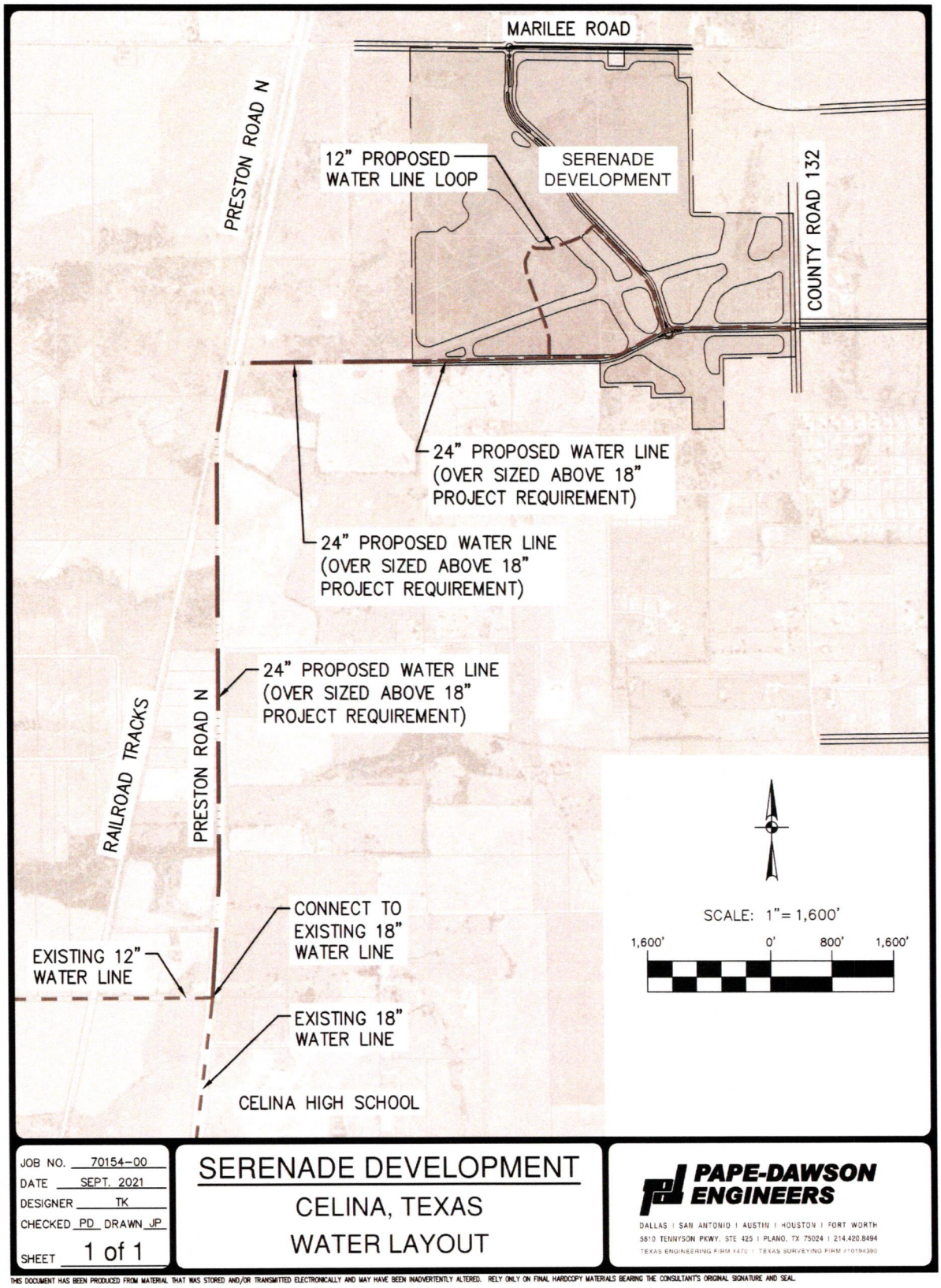

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EXHIBIT H
SEWER IMPROVEMENTS

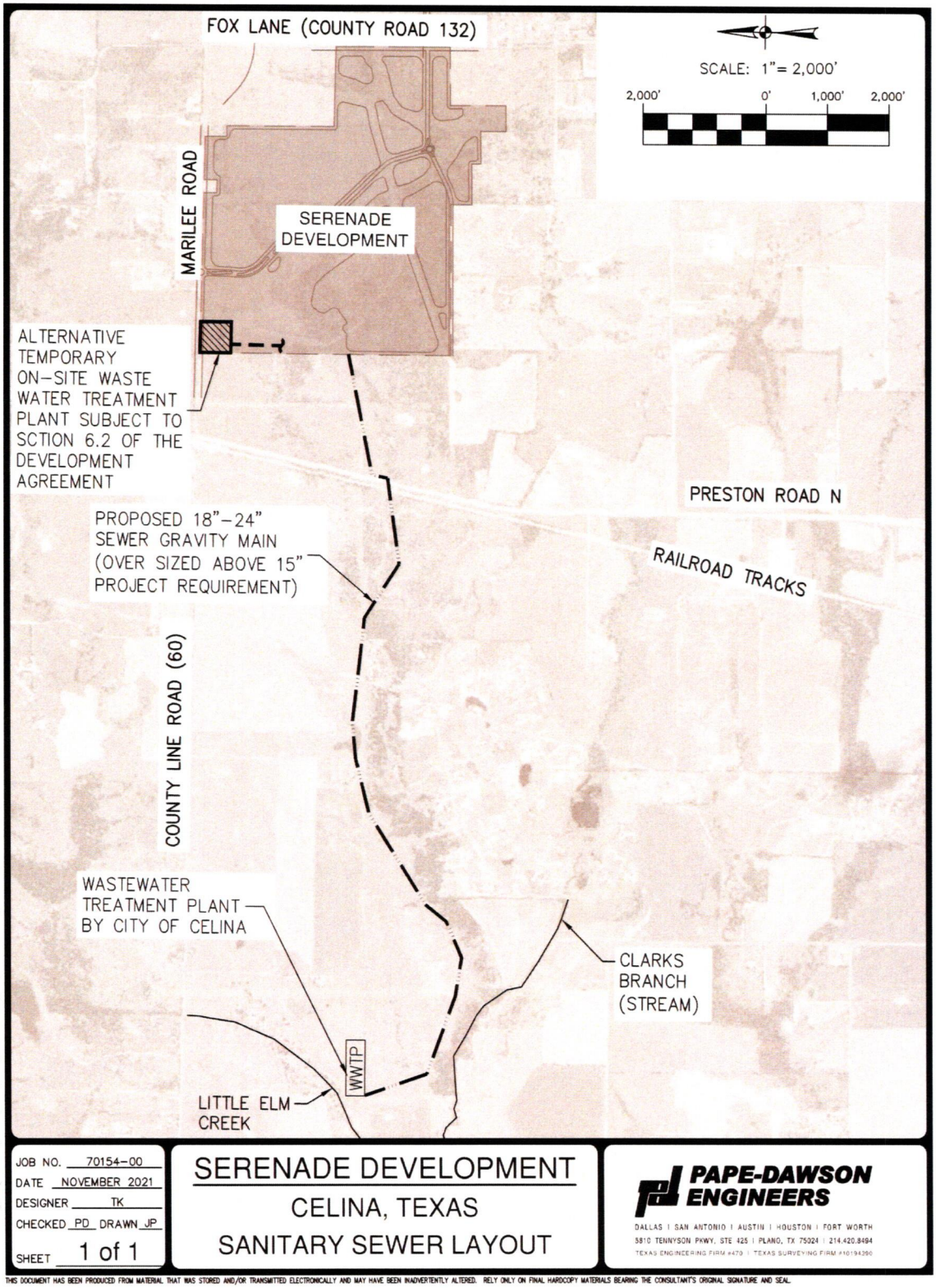

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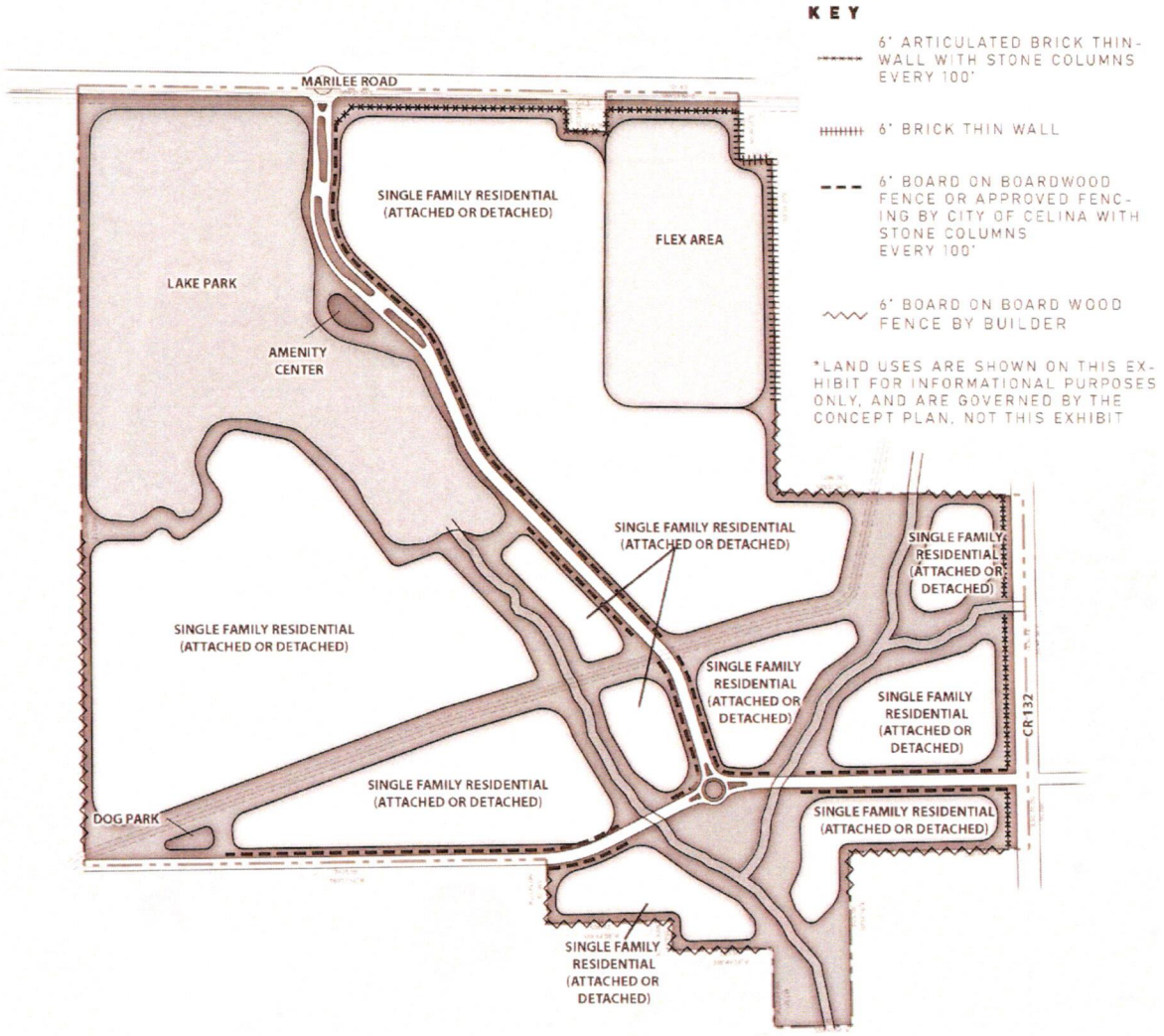
EXHIBIT I
FENCING PLAN



SERENADE: FENCING PLAN
CELINA | DECEMBER 2021

PLAN VIEW
SCALE 1"=800'

1580.037\100315.12

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/20/2022 01:59:45 PM
$230.00 SCAPELA
20220120000108420

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: January 13, 2026

Agenda Item:
Consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference and Section 3.02.351 National Electrical Code. (Hernandez)

Background Information:
Celina adopted the 2020 electric codes in 2021 and the 2021 model construction codes in 2022, and has been operating under them since. Best practice suggests adopting new codes on a 3-year cycle. Both the 2024 International Model Codes and the 2023 National Electric Code have been reviewed and are ready to be adopted. Following adoption, the codes will be enforced starting February 1, 2026.

Texas requires cities to adopt several of the ICC model codes for consistency amongst regional cities, public safety, and innovation. The State and NCTCOG both publish state and regional amendments for cities to consider. Modern building codes protect property, first responders, and the tax base.

The codes being updated include:

- 2024 Building Code
- 2024 Energy Conservation Code
- 2024 Fire Code
- 2024 Property Maintenance Code
- 2024 Residential Code
- 2024 Existing Building Code
- 2024 Mechanical Code
- 2024 Fuel Gas Code

- 2024 Plumbing Code
- 2024 Swimming Pool/Spa Code
- 2023 National Electric Code

Major changes to the building code include:

- Regulation of testing, manufacturing, and storage related to lithium-ion and lithium metal batteries
- Exterior wall rating continuity
- Thresholds for use of NFPA 13R sprinkler systems
- Carbon monoxide detection
- Number of exits from occupiable roofs
- Floor-level exit signs
- Adult changing stations
- Tornado loads
- Guards on retaining walls
- Public-occupancy temporary structures
- Adding copper-clad aluminum wiring to the NEC

Major changes to the fire code include:

- A fire pump will be required for buildings four or more stories that require a standpipe system
- Fire alarm horn/strobes will now be required for all new sprinklered buildings
- A minimum of two hydrants are required for each project, with at least one on the lot proper
- New COG amendment concerning EV charging station design
- New COG amendment requiring BDA radio systems to be 3rd party inspected and tagged annually

The proposed ordinances were shared with the Dallas Builders Association for review and input. Additionally, staff continue to discuss the codes at the quarterly Builder Forum. Both the City and Builder community are accustomed to updates to the Codes.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as submitted.

2024 INTERNATIONAL MODEL CODES & 2023 NATIONAL ELECTRIC CODE

City Council
January 13, 2026

BACKGROUND

- Celina adopted the 2020 electric codes in 2021 and the 2021 model construction codes in 2022, and has been operating under them since
- Both the 2024 international model codes & 2023 National Electric Code have been reviewed and are ready to be adopted
- The codes would be enforced starting February 1, 2026
- Best practice suggests adopting new codes on a 3-year cycle

WHY ADOPT NEW CODES?

- Texas requires cities to adopt several of the ICC model codes
- Consistency (*most regional cities maintain updated code adoptions*)
- Public safety (codes born out of tragedy)
- ISO Rating
- Innovation (technology & materials constantly improving)
- Modern building codes protect property, first responders, and the tax base

OUTREACH

- The proposed ordinances were shared with the Dallas Builders Association for review and input
- Staff continues to discuss the codes at the quarterly Builder Forum
- Both the City and Builder community are accustomed to updates to the Codes
- The State and NCTCOG both publish state and regional amendments for cities to consider

CODES LISTING

- 2024 Building Code
- 2024 Energy Conservation Code
- 2024 Fire Code
- 2024 Property Maintenance Code
- 2024 Residential Code
- 2024 Existing Building Code
- 2024 Mechanical Code
- 2024 Fuel Gas Code
- 2024 Plumbing Code
- 2024 Swimming Pool/Spa Code
- 2023 National Electric Code

RECOMMENDATION

- Staff recommends approval as submitted

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; DIVISION 8 NATIONAL ELECTRICAL CODE; SECTION 3.02.351 NATIONAL ELECTRIC CODE WITH AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURES OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas, is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with 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 of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provides for the adoption of the International Residential Code as a municipal residential building code in the State of Texas; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS:

SECTION 1
INCORPORATION OF PREMISES

That 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

That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference and Section 3.02.351 National Electrical Code are hereby amended to read as follows:

Section 3.02.003 - Adoption by Reference.

1. There is hereby adopted by the City of Celina for establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, the following codes:

    a. The National Electrical Code, being in particular the 2023 edition and appendices, as amended, as published by the National Fire Protection Association, except as it may be in conflict with the provisions of any ordinance of the city.

2. The building codes adopted by reference in subsection (1) of this section are hereby amended in the following particulars:

3. Authority to establish policy standards**,** the Building and Fire Official shall, have authority to establish certain policy guidelines or standards regulating various provisions of the residential, building, fire, plumbing, fuel gas, mechanical, electrical, property maintenance, swimming pool, spa, existing buildings, abatement of dangerous buildings and health codes adopted in this chapter that are subject to the standardization of construction or health methods and/or local interpretation. The Building Official shall have the authority to outline conditions and provide for consistency to rules, regulations, or laws with county, state or federal agencies.

4. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding. Any reference to the NFPA Codes other than the National Electric Code shall mean the most current edition available.

5. Amendments. The following noted portions of the above noted codes are hereby amended to read as follows:

DIVISION 8 NATIONAL ELECTRIC CODE

Sec. 3.02.351 - National Electrical Code amendments:

The following noted portions of the National Electrical Code are hereby amended to read as follows

Article 110.5; amend to read as follows:

110.5 Conductors. Conductors normally used to carry current shall be of copper or may be of aluminum of
(2) AGW or larger and may be used only for service panel boards or sub-panel board service feeders. Copper-Clad Aluminum will be allowed on the following conditions.

- Plans must indicate copper-clad wring will be used at time of permit submittal.
- A sticker will be required at Building Final on electrical panel, stating copper-clad wiring is installed in this house.

Where conductor material is not specified, the material and the sizes... (the rest of the paragraph as written.)

SECTION 4
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 5
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 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

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) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

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 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, on this 13th day of January 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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: January 13, 2026

Agenda Item:
Consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement, Section 3.02.003 Adoption by Reference, Section 3.02.051 International Building Code, Section 3.02.101 International Fire Code, Section 3.02.151 International Residential Code, Section 3.02.201 International Mechanical Code, Section 3.02.251 International Fuel Gas Code, Section 3.02.301 International Plumbing Code, Section 3.02.401 International Energy Conservation Code, Section 3.02.451 International Property Maintenance Code, Section 3.02.501 International Swimming Pool and Spa Code, and Section 3.02.551 International Existing Building Code. (Hernandez)

Background Information:
Celina adopted the 2020 electric codes in 2021 and the 2021 model construction codes in 2022, and has been operating under them since. Best practice suggests adopting new codes on a 3-year cycle. Both the 2024 International Model Codes and the 2023 National Electric Code have been reviewed and are ready to be adopted. Following adoption, the codes will be enforced starting February 1, 2026.

Texas requires cities to adopt several of the ICC model codes for consistency amongst regional cities, public safety, and innovation. The State and NCTCOG both publish state and regional amendments for cities to consider. Modern building codes protect property, first responders, and the tax base.

The codes being updated include:

- 2024 Building Code
- 2024 Energy Conservation Code
- 2024 Fire Code

- 2024 Property Maintenance Code
- 2024 Residential Code
- 2024 Existing Building Code
- 2024 Mechanical Code
- 2024 Fuel Gas Code
- 2024 Plumbing Code
- 2024 Swimming Pool/Spa Code
- 2023 National Electric Code

Major changes to the building code include:

- Regulation of testing, manufacturing, and storage related to lithium-ion and lithium metal batteries
- Exterior wall rating continuity
- Thresholds for use of NFPA 13R sprinkler systems
- Carbon monoxide detection
- Number of exits from occupiable roofs
- Floor-level exit signs
- Adult changing stations
- Tornado loads
- Guards on retaining walls
- Public-occupancy temporary structures
- Adding copper-clad aluminum wiring to the NEC

Major changes to the fire code include:

- A fire pump will be required for buildings four or more stories that require a standpipe system
- Fire alarm horn/strobes will now be required for all new sprinklered buildings
- A minimum of two hydrants are required for each project, with at least one on the lot proper
- New COG amendment concerning EV charging station design
- New COG amendment requiring BDA radio systems to be 3rd party inspected and tagged annually

The proposed ordinances were shared with the Dallas Builders Association for review and input. Additionally, staff continue to discuss the codes at the quarterly Builder Forum. Both the City and Builder community are accustomed to updates to the Codes.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as submitted.

2024 INTERNATIONAL MODEL CODES & 2023 NATIONAL ELECTRIC CODE

City Council
January 13, 2026

BACKGROUND

- Celina adopted the 2020 electric codes in 2021 and the 2021 model construction codes in 2022, and has been operating under them since
- Both the 2024 international model codes & 2023 National Electric Code have been reviewed and are ready to be adopted
- The codes would be enforced starting February 1, 2026
- Best practice suggests adopting new codes on a 3-year cycle

WHY ADOPT NEW CODES?

- Texas requires cities to adopt several of the ICC model codes
- Consistency (*most regional cities maintain updated code adoptions*)
- Public safety (codes born out of tragedy)
- ISO Rating
- Innovation (technology & materials constantly improving)
- Modern building codes protect property, first responders, and the tax base

OUTREACH

- The proposed ordinances were shared with the Dallas Builders Association for review and input
- Staff continues to discuss the codes at the quarterly Builder Forum
- Both the City and Builder community are accustomed to updates to the Codes
- The State and NCTCOG both publish state and regional amendments for cities to consider

CODES LISTING

- 2024 Building Code
- 2024 Energy Conservation Code
- 2024 Fire Code
- 2024 Property Maintenance Code
- 2024 Residential Code
- 2024 Existing Building Code
- 2024 Mechanical Code
- 2024 Fuel Gas Code
- 2024 Plumbing Code
- 2024 Swimming Pool/Spa Code
- 2023 National Electric Code

RECOMMENDATION

- Staff recommends approval as submitted

CITY OF CELINA, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; DIVISION 1 GENERALLY SECTION 3.02.001 ENFORCEMENT; ADD SECTION 3.02.003 ADOPTION BY REFERENCE; DIVISION 2 BUILDING CODE; SECTION 3.02.051 INTERNATIONAL BUILDING CODE WITH AMENDMENTS; DIVISION 3 FIRE CODE; SECTION 3.02.101 INTERNATIONAL FIRE CODE WITH AMENDMENTS; DIVISION 4 RESIDENTIAL CODE; SECTION 3.02.151 INTERNATIONAL RESIDENTIAL CODE WITH AMENDEMENTS; DIVISION 5 MECHANICAL CODE; SECTION 3.02.201 INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS; DIVISION 6 FUEL GAS CODE; SECTION 3.02.251 INTERNATIONAL FUEL GAS CODE WITH AMENDMENTS; DIVISION 7 PLUMBING CODE; SECTION 3.02.301 INTERNATIONAL PLUMBING CODE WITH AMENDMENTS; DIVISION 9 ENERGY CONSERVATION CODE; SECTION 3.02.401 INTERNATIONAL ENERGY CONSERVATION CODE WITH AMENDMENTS; DIVISION 10 PROPERTY MAINTENANCE CODE; SECTION 3.02.451 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS; DIVISION 11 SWIMMING POOL AND SPA CODE; SECTION 3.02.501 INTERNATIONAL SWIMMING POOL SPA CODE WITH AMENDMENTS; DIVISION 12 EXISTING BUILDING CODE; SECTION 3.02.551 INTERNATIONAL EXISTING BUILDING CODE WITH AMENDMENTS;; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURES OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas, is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with 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 of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provides for the adoption of the International Residential Code as a municipal residential building code in the State of Texas; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS:

SECTION 1
INCORPORATION OF PREMISES

That 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

That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement, Section 3.02.003 Adoption by Reference, Section 3.02.051 International Building Code, Section 3.02.101 International Fire Code, Section 3.02.151 International Residential Code, Section 3.02.201 International Mechanical Code, Section 3.02.251 International Fuel Gas Code, Section 3.02.301 International Plumbing Code, Section 3.02.401 International Energy Conservation Code, Section 3.02.451 International Property Maintenance Code, Section 3.02.501 International Swimming Pool and Spa Code, Section 3.02.551 International Existing Building Code, are hereby amended to read as follows:

DIVISION 1. GENERALLY

Section 3.02.001 – Enforcement

The City Building and Fire Official shall have the authority and power to enforce all provisions of the International Building Code, 2024 Edition and appendices, as amended; the International Fire Code, 2024 Edition and appendices, as amended; the International Residential Code, 2024 Edition and appendices, as amended; the International Mechanical Code, 2024 Edition and appendices, as amended; the International Fuel Gas Code, 2024 Edition and appendices, as amended; The International Plumbing Code, 2024 Edition and appendices as amended; the International Energy Conservation Code, 2024 Edition and appendices as amended; the International Property Maintenance Code, 2024 Edition and appendices as amended; the International Swimming Pool Spa Code,2024 edition and appendices as amended; the Existing Building Code, 2024 Edition and appendices as amended.

Section 3.02.003 - Adoption by Reference.

1. There is hereby adopted by the City of Celina for establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, the following codes:

   a. The International Building Code, being in particular the 2024 edition and appendices A, C, E, G, I J, K & P, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   b The International Fire Code, being in particular the 2024 edition and appendices B, C, D, E, F, G, H, I, J, K, M, and O of the 2024 Edition of the International Fire Code published by the International Fire Code Institute and the International Conference of Building Officials, be particularly the 2024 Edition as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   c. The International Residential Code, being in particular the 2024 edition and appendices BA, BD, BF, BN, BO, CA, CB, CD, CE, CF and NF, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   d. The International Mechanical Code, being in particular the 2024 edition and appendices A, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   e. The International Fuel Gas Code, being in particular the 2024 edition and appendices A, B & C, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   f. The International Plumbing Code, being in particular the 2024 edition and appendices B, C, D & E, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   g. The International Energy Conservation Code, being in particular the 2024 edition and appendices RD & RF, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   h. The International Property Maintenance Code, being in particular the 2024 edition and all appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   i. The International Swimming Pool and Spa Code, being in particular the 2024 edition, as amended, except as it may be in conflict with the provisions of any ordinance of the city.

   j. The International Existing Building Code, being in particular the 2024 edition and appendices B & E, as amended, except as it may be in conflict with the provisions of any ordinance of the City.

2. The building codes adopted by reference in subsection (1) of this section are hereby amended in the following particulars:

   a. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

      Permanent toilet facilities - means a room in an existing building (including a construction trailer) or in the building being constructed with a water closet installed in such room, which conforms to the plumbing code, and is continuously available to all workers involved in a construction project.

      Temporary toilet facilities - means a portable, fully enclosed, chemically sanitized toilet which is serviced and cleaned at least once each week.

   b. Every construction project requiring a permit within the city shall have adequate toilet facilities for workers associated with the project. The following shall be considered adequate facilities:

      Commercial and Residential construction projects: At least one toilet facility for every ten (10) workers shall be maintained in each subdivision for the employees or subcontractors of each builder holding a

permit for a building in that subdivision. Each builder must provide a toilet facility as long as the builder holds an active permit in the subdivision.

3. Authority to establish policy standards**,** the Building and Fire Official shall, have authority to establish certain policy guidelines or standards regulating various provisions of the residential, building, fire, plumbing, fuel gas, mechanical, electrical, property maintenance, swimming pool, spa, existing buildings, abatement of dangerous buildings and health codes adopted in this chapter that are subject to the standardization of construction or health methods and/or local interpretation. The Building Official shall have the authority to outline conditions and provide for code consistency to rules, regulations, or laws with county, state or federal agencies.

   The Building and Standards Commission shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code. All appeals shall abide by the procedures herein, except that appeals of site layout related orders, decisions or determinations made by the Building Official, shall abide by the relief procedures as described in the City of Celina Subdivision Ordinance.

   The Building and Standards Commission shall be appointed by the applicable governing authority and shall hold office at its pleasure.

4. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding. Any reference to the NFPA Codes other than the National Electric Code shall mean the most current edition available.

5. Amendments. The following noted portions of the above noted codes are hereby amended to read as follows:

DIVISION 2. BUILDING CODE

Section 3.02.051 - International Building Code amendments:

The following noted portions of the International Building Code are hereby amended to read as follows:

Section 101.4 Referenced Code; amend to read as follows:

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

Section 101.4. Referenced Code; add section to read as follows:

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 103 Code Compliance Agency; Section 103.1; amend to read as follows:

103.1 Creation of enforcement agency. Building Services is hereby created and the official in charge thereof shall be known as the *building official*. (remainer unchanged)

Section [A] 104.2.4.1; Flood hazard areas: delete in its entirety

Section 104.3.1 Determination of Substantially improved or substantially damaged existing buildings and structures in flood hazard areas.: delete in its entirety

Section 105.2 Work exempt from permit; under sub-title entitled "Building" delete items 1, 2, 6, and 10, re-number as follows:

Building:

1. (Unchanged)
2. (Unchanged)
3. (Unchanged)
4. (Unchanged)
5. (Unchanged)
6. (Unchanged)
7. (Unchanged)
8. (Unchanged)
9. (Unchanged)

Section 109 Fees; add Section 109.7 to read as follows:

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives.
"Not ready" is defined as being obviously incomplete.
(Example: required element is missing, such as no water on DWV water test, no brick ties on framing brick-tie inspection, Work by trade is still being performed)

2. No building address is clearly posted.
Address must be posted according to the following minimums:
T-Pole / Plumbing Rough-in: on T-pole brace,
Framing / MEP: clearly posted on structure, trash container or sign
Meter release or other inspection after "dry-in": permanent address displayed on structure

3. City approved plans are not available to the inspector on the job site, if required on the job site by Chief Building Inspector, Assistant Building Official or Building Official.

4. The building is locked or otherwise not available for inspection when called.

5. The job site is red tagged twice for the same item.

6. Failure to maintain erosion control, trash control or tree protection.

7. No access to job sites, trucks are blocking the streets.

Any re-inspection fees assessed shall be paid before scheduling next inspection.

Section 110.3.6 lath and gypsum panel product inspection: delete the exception

Section 110 Inspections; add Section 110.7, 110.7.1, 110.7.2 and 110.8 to read as follows:

110.7 Work without a permit.

110.7.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

110.7.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

110.8 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

Section 202; Amend definition of Ambulatory Care Facility to read as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

Section 202; add definition of Assisting Living Facilities to read as follows.

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

Section 202; Add the following definitions:

HIGH-PILED COMBUSTIBLE STORAGE. {add second paragraph} Any building exceeding 6,000 sq. ft. that has a clear height in excess of 12 feet, shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-PILED STORAGE AREA. An area within a building which is designated, intended, proposed or actually used for *high-piled combustible storage*, including operating aisles.

Section 202: amend definition of high rise building to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access

Section 202; add definition to read as follows:

HORIZONTAL MULTI-FAMILY. Rentable one- and two-family dwellings no greater than two stories located on a single plat. They are classified as Residential Group (R-2) occupancies.

Section 202; amend definition of "Repair Garage" to read as follows:

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Section 202; amend definition of "Special Inspector" to read as follows:

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

Section 303.1.3; add a sentence to read as follows:

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy. Except when applying the assembly requirements of Chapter 10 and 11.

Section 304.1; add the following to the list of occupancies:

Fire stations
Police stations with detention facilities for 5 or less

Table 307.1.1; add the following sentence to cleaning establishments with combustible liquid solvents: Cleaning establishments with combustible liquid solvents… {Text unchanged} …with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

Section 403.1, Exception 3; amend to read as follows:

3. Open air portions of a building containing a Group A-5 occupancy in accordance with Section 303.6.

Section 403.3, Automatic Sprinkler System; delete Exception

Section 403.3.2; amend to read as follows:

403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

Section 406.3.3.1; Carport separation; amend to read as follows:

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides, there are not enclosed areas above and that the distance between the two is at least 10 feet (3048 mm).

Section 423 Storm Shelters; amend section 423.5 to read as follows:

423.5 Group E occupancies. In areas where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500, **all new** buildings for Group E occupancies with an occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500.

Exceptions:

1. Group E day care facilities
2. Group E occupancies accessory to places of religious worship
3. Buildings meeting the requirements for shelter design in ICC 500

Section 503.1; Add sentence to read as follows:

Section 503.1 General (existing Text to remain) Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height and stories, for the lesser type of construction or be separated by fire walls, except as allowed in section 510.

Table 506.2; delete footnote I. from table 506.2

Section 506.3.1 Minimum percentage of perimeter; add sentence to read as follows:

{text unchanged}… In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided

Section 509 Incidental Uses; add to [F] Table 509.1 the following:

ROOM OF AREA	SEPERATION AND/OR PROTECTION
FIRE RISER ROOM	1 HOUR

Section 708.4.3 Fire blocks and draft stops in combustible construction; amend exception 1. to read as follows:

708.4.3 Fire blocks and draft stops in combustible construction. *[Body of text unchanged]*

Exceptions:
1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draft stopping as draft stopping will still be required. *[Remainder unchanged]*

Section 718.3 Draft stopping in floors; amend exception to* read *as follows:

Exceptions: Draft stopping is required for buildings with anything other than a NFPA 13 sprinkler system from the ground floor to the attic. A NFPA 13R will not omit the requirement.

Exception –A NFPA 13 sprinkler system will omit draft-stopping

Section 718.4 Draft stopping in attics; amend exception to read as follows:

Exceptions: Draft stopping is required for buildings with anything other than a NFPA 13 sprinkler system from the ground floor to the attic. A NFPA 13R will not omit the requirement.

Exception –A NFPA 13 sprinkler system will omit draft-stopping

Section 901.4.7 Pump and riser room size; amend to read as follows, add new Section 901.4.7.1 and 901.4.7.1.1, and amend 901.4.7.4 to read as follows:

901.4.7 Pump and riser room size. Automatic sprinkler system risers shall be provided with a ground floor room directly accessible from the exterior of the building and adjacent to a fire lane. The door shall be labeled as the RISER ROOM. The minimum size of the room shall be no less than 36 sq. ft. with no dimension being less than 6ft. Walls shall be (1) hour fire rated barrier walls. Only life safety equipment is allowed within the riser room. A smaller room may be permitted as approved by the Fire Code Official.

Fire pump rooms shall be a minimum of 144 sq. ft. with no dimension being less than 12 ft. Fire pump rooms are to be designed to be fire rated and so that the fire pump panel is visible from the main entry point of the room.

901.4.7.1 Access. Fire pump and automatic sprinkler system riser rooms shall be directly accessible from the exterior of the structure. Access doors shall be a minimum of 3 feet (3') in width and six-feet eight-inches (6'8") in height. A key box shall be provided at this door, as required by Section 506.1.

> **Exception:** When it is necessary to locate the fire pump room on other levels or not on an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official.[1]

901.4.7.1.1 Doorway obstructions. Doorways into Fire pump and automatic sprinkler riser rooms shall not be obstructed. Fire sprinkler underground and fire department connection shall not block the riser room door. A 3-foot clear aisle shall be maintained at all times from the riser room door to any fire protection and life safety equipment.[2]

901.4.7.4 Lighting. Permanently installed artificial illumination with a minimum 90-minute battery backup[3] shall be provided in the automatic sprinkler system riser room and fire pump rooms.

Section 901.5 Administration of installation acceptance testing; amend to read as follows:

Section 901.5 Administration of installation acceptance testing. {Current text inserted without change.} All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48- hour notice to the Fire Code Official or his representative.[4]

Section 901.6.1 Standards; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

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[1] 2024 NCTCOG amendment. Ensures efficient response to the riser room. Riser rooms that can be located one the building's exterior are much easier to find which allows faster mitigation efforts to take place.

[2] Addresses a common problem where contractors locate equipment in front of the door and restrict access.

[3] Added to ensure riser rooms have lighting for 90 minutes if power is lost during an emergency, or otherwise. Minimal cost impact to the developer.

[4] Legal language added to absolve the city of responsibility should damages occur during the course of acceptance testing. This section also outlines expectations for timeliness when requesting said testing.

4. If the FDC is not already provided with approved caps, the owner or contractor shall install such caps for all FDC's as required by the *fire code official*.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

Section 901.6 Inspection, testing and maintenance; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 901.7 Systems out of service; amend to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... *{remaining text unchanged}*

Section 903.1.1Alternative protection; amend to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

Section 903.2 Where required; amend to read as follows and delete the Exception:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Section 903.2.2.1; amend exception to read as follows:

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.

2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

Exception: Unless otherwise required by this code[5], floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.4.2 Group F-1 distilled spirts; amend to read as follows:

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits, involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

Section 903.2.8. Group R; add Sections 903.2.8.1.1, 903.2.8.4, and 903.2.8.5 to read as follows:

Section 903.2.8.1.1 Group R-3. Horizontal multi-family is categorized as R2, but is defined as being an R3, therefore, an NFPA 13D system is appropriate with the following additional requirements:

1. Horn strobe in a visible location near the front of the dwelling
2. Flow switch to be provided
3. Locking cabinet door where the riser is located with a master key provided in a Knox Box somewhere on the property
4. Underground fire line water supply loop/line with tap
5. Underground plan review and inspection
6. Signage for power disconnect
7. Fire shut-off valve covers to be painted red

903.2.8.4 Townhomes. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be provided throughout all occupancies classified as townhomes.[6]

903.2.8.5 Storage rooms. Within Group R occupancies, storage areas that are leased or rented shall comply with Section 903.2.9.5 for storage facilities.[7]

Section 903.2.9.3; amend to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

Section 903.2.9.4 Group S-1 upholstered furniture and mattresses; delete Exception to 903.2.9.4

[5] 2024 NCTCOG. To ensure that parking garages that are otherwise required to have automatic fire sprinkler protection are not unintendedly exempt by this exception.

[6] Added to clarify current practice that all townhomes require automatic fire sprinklers. No cost impact as this is currently being enforced.

[7] Added to ensure rented storage units in multifamily are designed the same as if they were in a dedicated building. This helps to ensure adequate clearance is provided to fire sprinklers so the function properly.

***Section 903.2.9 Group S-1; add Section 903.2.9.5 to read as follows*:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. The minimum sprinkler system design shall be based on an Ordinary Hazard Group II classification, in accordance with NFPA 13 requirements. Physical construction in compliance with open-grid ceilings as per NFPA 13, such as an open metal grid ceiling or chicken wire that does not obstruct the overhead sprinkler protection, shall be installed to prevent storage from exceeding the lower of either 12 feet above finished floor or 18 inches beneath standard sprinkler head deflectors. At least one sprinkler head shall be provided in each storage unit/room (additional sprinklers may be necessary for compliance with NFPA 13 spacing requirements), regardless of wall height or construction type separating such units.[8]

Section 903.2.11 Specific buildings areas and hazards; amend 903.2.11.3 and add sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the *International Building Code* that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access measured to the finished floor. {**Exception is deleted}**

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic fire sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater, in all existing buildings that are enlarged to be 6,000 sq. ft. or greater, and in all existing buildings that the cumulative remodel over any period of time that is equal to or greater than 6,000 sq. ft.. For the purpose of this provision, **fire walls** shall not define separate buildings. This measurement is taken at the drip line of the building. Awnings, overhangs, porte cocheres, and other similar protrusions are to be included if they increase the drip line of the building.

> **Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:
>
> a. The structure is freestanding.
> b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
> c. The structure does not exceed 3 stories.
> d. An approved fire apparatus access road is provided around the entire structure.

Section 903.3.1 Standards; amend to add the following text to the existing paragraph:

903.3.1 Standards. {Retain existing text unchanged.} For any structure or building, for which a specific use, lease, or tenant cannot be identified, such as a speculative retail or office building, the sprinkler system shall be designed to Ordinary Hazard Group II, or as permitted by the Fire code official.

For any structure or building with a clear height in excess of 12 feet, the sprinkler system shall be designed to provide a minimum of Ordinary Hazard Group II.

For any structure or building with a clear height in excess of 12 feet, and with a primary use of storage or warehouse, the sprinkler system shall be designed to protect Class IV Commodities to the maximum storage height.

[8] These occupancies have been sprinklered for many years. This change is to match COG and provide additional design guidance.

Exception: If a commodity type and storage height can be determined, the sprinkler system shall be designed accordingly to the approved commodity class and storage height.[9]

Section 903.3.1.1.1 Exempt locations; amend to read as follows:

903.3.1.1.1 Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. A room or space where sprinklers constitute a serious life or fire hazard because of the nature of the contents, where approved by the fire code official.
2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
3. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.3.1.1.2 Bathrooms; delete in its entirety

Section 903.3.1.1.4 Dry pipe sprinkler systems; add section to read as follows:

903.3.1.1.4 Dry pipe sprinkler systems. Dry pipe sprinkler systems protecting fire areas of Type V construction shall be required to meet the 60 second water delivery time, per NFPA 13, to the system test connection regardless of the system size, unless more stringent criteria are applicable in NFPA 13, and all dry pipe sprinkler systems shall be trip tested to flow/discharge water to verify compliance with this requirement, unless otherwise approved by the fire code official.[10]

Section 903.3.1.2 NFPA 13R sprinkler systems; amend sections 903.3.1.2.2 and 903.3.1.2.3 to read as follows:

903.3.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies.[11]

903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an un-sprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:

[9] This ensures that all spec warehouses and retail buildings will be able to accommodate all tenants for which the building is designed. This will have a moderate cost impact on the developer.

[10] 2024 NCTCOG amendment. This requirement for dry system trip tests to guarantee water delivery times across all system sizes. Faster water delivery improves fire control capabilities by supplying water before the growing fire size overwhelms the fire sprinklers. The water delivery time test aids in identifying any delays in water delivery.

[11] 2024 NCTCOG amendment. Corridor protection is critical to the means of egress, and corridors are regularly utilized for miscellaneous storage, fixtures, artwork, food kiosks and beverage dispensers, and furnishings. Balcony protection is required due to issues with fire exposure via soffit vents and the potential for significant combustible loading.

4.1. Provide automatic sprinkler system protection.
4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
4.3. Construct the attic using noncombustible materials.
4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
4.5. Fill the attic with noncombustible insulation.

Section 903.3.1.3 NFPA 13D sprinkler systems; amend 903.3.1.3 and add Section 903.3.1.3.1 to read as follows:

903.3.1.3 NFPA 13 D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

903.3.1.3.1 Riser location. Risers for NFPA 13D systems shall be located on an interior wall of the structure. Risers shall not be located on a wall that abuts the exterior of the structure.[12]

Section 903.3.1 Standards; add Sections 903.3.1.4 and 903.3.1.5 to read as follows:

903.3.1.4 Freeze Protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Sec. 903.3.1.5 Installation. Automatic sprinkler and standpipe systems shall be installed with the following:

1. A single underground supply from a looped water main and point for the Fire Department Connection (FDC) shall be provided for all buildings.

2. Fire department connections shall be provided with one 5-inch Storz connection. For system demands greater than 150 psi an additional 2 ½ inch Siamese connection and sign identifying pressure demand shall be required. Each shall have an independent check valve.

Section 903.3.5 Water supplies; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor.

[12] Added to aid in freeze protection. There is no way to install the riser in the wall and sufficiently insulate the wall to protect the riser from freezing. The riser will typically be installed in the shared wall between the residence and garage, or an interior closet of no garage exists. This will have a minimal cost impact to the developer.

Section 903.3.9 Building floor control valves; amend to read as follows:

903.3.9 Building floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser as indicated below:

1. In High Rise Buildings, floor control assemblies shall be located in protected stairwells, or as otherwise approved by the fire code official.

2. Floor control valves shall be provided for buildings 3 or more stories. [13]

3. In all other buildings, floor control assemblies shall be located as approved by the fire code official.

Section 903.4.1 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 903.4.3 Alarms; add a second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 904.14 Commercial cooking systems; add section 904.14.5.4 to read as follows:

904.14.5.4 Nozzle Caps. All new and existing automatic hood suppression systems shall use metal caps on nozzles that are located between the cooking surface and hood filters. [14]

Section 905.2 Installation standard; add section 905.2.1 to read as follows:

905.2.1 Automatic supply. Where standpipes are required, an automatic supply shall be provided for the following occupancies/buildings:

1. Buildings defined as a high-rise.

2. Buildings 4 or more stories.

   Exception: Unattached open parking garages.

3. High hazard (H) occupancies

[13] Added to allow additional flexibility for firefighters when responding to water flow issues. The use of floor control valves allows the fire sprinkler system in only portions of a building to be taken out of service while the remainder of the building is still protected. This will have a moderate cost impact.

[14] Plastic caps degrade from heat, so the use of metal caps helps ensure the nozzles remain functional should a fire occur. This will have a minimal cost impact.

4. Occupancies designed to, or permitted to, contain high-piled storage.

5. Buildings with a hazardous materials permit.[15]

Section 905.3 Required Installations; add Section 905.3.8 to read as follows:

905.3.8 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story, including one-story buildings, and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:
1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4 location of Class I standpipe hose connection; amend item 1, 3 and 5, add item 7 to read as follows:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at primary landings, unless otherwise approved by the fire code official.

2. {No change.}

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a 30-foot hose stream from a nozzle attached to 100 feet of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. {No change.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6. {No change.}

7. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be measured along normal walking routes, and the stream shall not be expected to penetrate walls or windows.[16]

[15] An automatic standpipe system means the property will have a fire pump capable of meeting the standpipe's hydraulic demand with the on-site water supply. Pumping from the engine, through the FDC, will only be a supplement or in case of fire pump failure. These specific occupancies have been identified as the most likely to require standpipe operations due to their complex response nature. Occupancies not meeting these criteria will be eligible for a manual standpipe which needs the engine to feed the FDC for full supply. McKinney and Prosper both include this requirement. This will have a moderate to significant cost impact.

[16] No change in enforcement. The language has been modified to provide additional clarity to the design professional.

Section 905.8 Dry standpipes; amend exception to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.

> **Exception:** Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

Section 905.9 Valve supervision; add a second paragraph after the exception to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 906.1(1) Where required; delete Exception 3:

Section 907.1.1 Construction documents; amend to add the following sentence at end of paragraph:

907.1.1 Construction documents. {unchanged}Plans for fire alarm systems shall be in accordance with Celina Fire Department Fire Alarm Submittal Guidelines

Section 907.1 General; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable.

Section 907.2.1 Group A; amend to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with new Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

> **Exception:** Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3 Group E; amend to read as follows:

907.2.3 Group E A manual alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall by installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group E occupancies.

Exception

1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

Section 907.2.6 Group I; add Section 907.2.6.4 to read as follows:

907.2.6.4 Group I-4 Occupancies. A manual fire alarm system installed in accordance with 907.2.3 shall be installed in all Group I-4 occupancies. [17]

Section 907.2.10.1 Group S;, amend to read as follows, Exception to remain:

907.2.10.1 Public- and self-storage occupancies. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public– and self–storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Section 907.2.13 High-rise buildings; amend Exception #3 to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

Section 907.4.2 Manual fire alarm boxes; add Section 907.4.2.7 to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.5 Occupant notification; amend to add Section 907.5.3 to read as follows:

907.5.3 Occupant notification. Occupant notification in accordance with this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement, or modification of the existing fire alarm system, or as required by the Fire code official, for all buildings or spaces provided with an approved automatic sprinkler system.[18]

Exception: Occupant notification is not required for shell buildings until a point in time that a tenant has been identified and a certificate of occupancy will be granted for the space.

Section 907.6.1 Wiring; add Sections 907.6.1.1 and 907.6.1.2 to read as follows:

907.6.1.1 Wiring installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an signaling line circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet of

[17] Administrative change to clarify the intent of this section to be enforced similar to schools.

[18] This will require fire alarm occupant notification for any new construction building that requires fire sprinkler protection. The IFC allows business or assembly occupancies up to 300 occupants to be without fire alarm notification which is imperative to ensure timely evacuation in an emergency. Surrounding cities currently enforce this requirement and it will have a moderate cost impact to the developer.

separation horizontal and one foot vertical between supply and return circuit conductors. Notification appliance circuits (NAC) may be installed as Class B circuits.

907.6.1.2 Wiring color. All fire alarm wire jacket shall be RED in color. A contrasting color stripe may be incorporated for circuit identification provided the base color of the fire alarm wire jacket is RED.[19]

Section 907.6.3 Initiating device identification; delete all four Exceptions

Section 907.6.3 Imitating device identification; add Sections 907.6.3.2 and 907.6.3.3 to read as follows:

907.6.3.2 Communication Requirements. All alarm systems, new or replacement, shall transmit alarm, supervisory, and trouble signals descriptively to the approved central station, remote supervisory station or proprietary supervising station as defined in NFPA 72, with the device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

907.6.3.3 Flow detectors and electronic monitoring. Sprinkler and standpipe system water flow detectors shall be provided for each floor zone to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a trouble signal at the central station upon tampering.

Section 907.6.6 Monitoring; add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station

Section 907.6 Installation and monitoring; amend to add Section 907.6.7 to read as follows:

907.6.7 Waterflow notification. When required by Section 903.4.2, an exterior audible and visible notification device shall be provided on the exterior of the building and shall be located above the Fire Department Connection. The notification device shall operate on a waterflow alarm only, shall be non-silenceable and shall continue to operate after the panel is silenced on the condition the alarm was a waterflow alarm only. The notification device shall be wired from the fire alarm control panel as a dedicated latching circuit. Minimum candela rating for the notification device shall be 75 (cd) candelas. Where FDC is remote the horn strobe will be located at the remote FDC.[20]

Section 907.11 Occupant reset; add Section 907.11 to read as follows:

907.11 Occupant reset. Once an alarm is initiated and fire department is contacted, no person shall silence or reset an alarm prior to fire department arrival.[21]

907.12 Password protection prohibited; add Section 907.12 to read as follows:

907.12 Password protection prohibited. No fire alarm system shall be protected by a password or pin number that would hinder immediate silencing capabilities by the fire department.[22]

Section 910.2 Where required; amend Exception 2 and 3 to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is

[19] Administrative change. This was previously included in 907.6.1.1 and it's being separated for visibility and ease of use.
[20] Added to codify current practice which is consistent with our surrounding jurisdictions.
[21] Administrative addition. Provides a code reference to cite owners/operators for repeated offenses.
[22] Codifies current practice.

prohibited.

3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m*S)$^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.[23]

Section 910.2 Where required; add subsection 910.2.3 with exceptions to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

Section 910.4.3.1 Make up air; amend to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust

Section 912 Fire Department Connections; add Sections 912.2.3, 912.2.4, 912.2.4.1, and 912.2.5, and amend 912.3, 912.4 and 912.4.1 to read as follows:

912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

912.2.4 Building-mounted FDCs. Building-mounted FDCs shall be setback from the fire apparatus access road no farther than thirty (30) feet. [24]

912.2.4.1 Restrictions on use. Building-mounted FDCs are prohibited on buildings of combustible construction that exceed thirty (30) feet in height or otherwise require an aerial apparatus fire lane in accordance with Appendix D. The Fire Code Official is authorized to prohibit building-mounted FDCs where they would pose a hazard. [25]

912.2.5 Remote FDCs. FDCs shall be located remote from the building where required by the Fire Code Official or other sections of this code. Remote FDCs shall be setback from the fire apparatus access road no farther than ten (10) feet and meet the requirements of this code for vehicle impact protection where applicable. [26]

[23] 2024 NCTCOG amendments have removed this for this year. Need confirmation from Ops on their preference.
[24] Added to provide a limit on when building mounted FDCs can be used. Operations utilizes a 50 ft. section of large diameter supply hose to serve the FDC, so locating it within that distance ensures convenience and accessibility.
[25] This section is intended to ensure FDCs aren't located in a buildings collapse zone for buildings that are subject to collapse in a fire event. Typical use could be on large, wrap style combustible frame building where a fire could weaken the structure posing a collapse risk.
[26] Provides a maximum setback to ensure the FDC remains accessible from the fire lane.

912.3 Fire hose connections and threads. All fire department connections shall be 5-inch Storz with a 30 degree down elbow with a chained locking Knox cap. Where traditional two-way Siamese connections are used threads shall by compatible with fire department hose threads and provided with locking Knox caps.[27]

912.4 Access. Fire department connections (FDC) shall be provided with a minimum five (5) foot wide clear and unobstructed path from the fire apparatus access road to the FDC.[28] Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls, parking, or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.

912.4.1 Locking Fire Department Connection Caps. All new FDCs shall be protected by Knox locking caps. Existing FDCs shall also be provided with Knox locking caps if no caps are present.

Section 914.3.1.2 Water supply to required fire pumps; amend to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 120 feet (128 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate. **Exception:** {No change to exception.}

Section 915 Carbon monoxide (CO) detection; delete the section and replace to read as follows:

915.1 General. New and existing buildings shall be provided with carbon monoxide (CO) detection in accordance with Sections 915.2 through 915.5.

915.2 Where required. Carbon monoxide detection shall be provided in interior spaces, other than dwelling units or sleeping units, that are exposed to a carbon monoxide source in accordance with Sections 915.2.1 through 915.2.3. Carbon monoxide detection for dwelling units or sleeping units that are exposed to a carbon monoxide source shall be in accordance with Section 915.2.4.

915.2.1 Interior spaces with direct carbon monoxide sources. In all occupancies, interior spaces with a direct carbon monoxide source shall be provided with carbon monoxide detection located in close proximity to the direct carbon monoxide source and in accordance with Section 915.3.
Exception: Where environmental conditions in an enclosed space are incompatible with carbon monoxide detection devices, carbon monoxide detection shall be provided in an approved adjacent location.

915.2.2 Interior spaces adjacent to a space containing a carbon monoxide source. In Groups A, B, E, I, M and R Occupancies, interior spaces that are separated from and adjacent to an enclosed parking garage or an interior space that contains a direct carbon monoxide source shall be provided with carbon monoxide detection if there are communicating openings between the spaces. Detection devices shall be located in close proximity to communicating openings on the side that is furthest from the carbon monoxide source and in accordance with Section 915.3

Exceptions:

1. Where communicating openings between the space containing a direct carbon monoxide source and the adjacent space are permanently sealed airtight, carbon monoxide detection is not required for the adjacent space.

2. Where the fire code official determines that the volume or configuration of the adjacent interior space is such that dilution or geometry would diminish the effectiveness of carbon

[27] Administrative addition to codify current practice and stipulate the proper Storz FDC to match surrounding jurisdictions.
[28] Codifying current practice to standardize clearances to the FDC from the fire lane.

monoxide detection devices located in such spaces, detection devices additional to those required by Section 915.2.1 shall be located on the side of communicating openings that is closest to the carbon monoxide source.

915.2.3 Interior spaces with forced-indirect carbon monoxide sources. In all occupancies, interior spaces with a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with either of the following:

1. Detection in each space with a forced-indirect carbon monoxide source, located in accordance with Section 915.3.

2. Detection only in the first space served by the main duct leaving the forced-indirect carbon monoxide source, located in accordance with Section 915.3, with an audible and visual alarm signal provided at an approved location.

915.2.4 Dwelling units and sleeping units. Carbon monoxide detection for dwelling units and sleeping units shall comply with Sections 915.2.4.1 and 915.2.4.2.

915.2.4.1 Direct carbon monoxide sources. Where a direct carbon monoxide source is located in a bedroom or sleeping room, or a bathroom attached to either, carbon monoxide detection shall be installed in the bedroom or sleeping room. Where carbon monoxide detection is not installed in bedrooms or sleeping rooms, carbon monoxide detection shall be installed outside of each separate sleeping area in close proximity to bedrooms or sleeping rooms for either of the following conditions:

1. The dwelling unit or sleeping unit has a communicating opening to an attached, enclosed garage.

2. A direct carbon monoxide source is located in the dwelling unit or sleeping unit outside of bedrooms or sleeping rooms.

915.2.4.2 Forced-indirect carbon monoxide sources. Bedrooms or sleeping rooms in dwelling units or sleeping units that are exposed to a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with Section 915.2.4.1 or Section 915.2.3.

915.3 Location of detection devices. Carbon monoxide detection devices shall be installed in accordance with manufacturer's instructions in a location that avoids dead air spaces, turbulent air spaces, fresh air returns, open windows, and obstructions that would inhibit accumulation of carbon monoxide at the detection location. Carbon monoxide detection in air ducts or plenums shall not be permitted as an alternative to required detection locations.

915.4 Permissible detection devices. Carbon monoxide detection shall be provided by a carbon monoxide detection system complying with Section 915.4.2 unless carbon monoxide alarms are permitted by Sections 915.4.1.

915.4.1 Carbon monoxide alarms. Carbon monoxide alarms complying with Sections 915.4.1.1 through 915.4.1.3 shall be permitted in lieu of a carbon monoxide detection system in both of the following:

1. Dwelling units and sleeping units.

2. Locations other than dwelling units or sleeping units, where approved, provided that the manufacturer's instructions do not prohibit installation in locations other than dwelling units or sleeping units and that the alarm signal for any carbon monoxide alarm installed in a normally unoccupied location is annunciated by an audible and visual signal in an approved location.

915.4.1.1 Power source. In buildings with a wired power source, carbon monoxide alarms shall receive their primary power from a permanent connection to building wiring, with no disconnecting means other than for overcurrent protection, and shall be provided with a battery backup. In buildings without a wired

power source, carbon monoxide alarms shall be battery powered.

> **Exception:** For existing buildings not previously required to have carbon monoxide alarms permanently connected to a wired power source, existing battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted to remain in service. When replaced, replacement with battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted.

915.4.1.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide/smoke alarms shall also be listed in accordance with UL 217.

915.4.1.3 Interconnection. Where more than one carbon monoxide alarm is installed, actuation of any alarm shall cause all of the alarms to signal an alarm condition.

915.4.2 Carbon monoxide detection systems. Carbon monoxide detection systems shall be installed in accordance with NFPA 72.

915.4.2.1 Fire alarm system integration. Where a building fire alarm system or combination fire alarm system, as defined in NFPA 72, is installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to the fire alarm system. Where a building fire alarm system or a combination fire alarm system is not installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to a carbon monoxide detection system complying with NFPA 72.

915.4.2.2 Listings. Carbon monoxide detectors shall be listed in accordance with UL 2075. Combination carbon monoxide/smoke detectors shall be listed in accordance with UL 268 and UL 2075.

915.4.2.3 Alarm notification. For other than Group E Occupancies, activation of a carbon monoxide detector shall initiate alarm notification in accordance with any of the following:

1. An audible and visible alarm notification throughout the building and at the control unit.

2. Where specified in an approved fire safety plan, an audible and visible alarm in the signaling zone where the carbon monoxide has been detected and other signaling zones specified in the fire safety plan, and at the control unit.

3. Where a sounder base is provided for each detector, an audible alarm at the activated carbon monoxide detector and an audible and visible alarm at the control unit.

For Group E Occupancies having an occupant load of 30 or less, alarm notification shall be provided in an on-site location staffed by school personnel or in accordance with the notification requirements for other occupancies. For Group E occupancies having an occupant load of more than 30, an audible and visible alarm shall be provided in an on-site location staffed by school personnel.

915.5 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72 and the manufacturer's instructions. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced. [29]

Section 901.6.1; add Section 901.6.1.1 to read as follows:

Section 1006.2.1; amend Exception #3 to read as follows:

[29] 2024 NCTCOG amendment. The final version of the 2024 edition text for Section 915 that was approved fell short of clearly conveying requirements. Furthermore, the adopted code text seems to require a level of protection for some occupancies that is excessive and for other occupancies insufficient. This wording matches the approved changes in the 2027 IFC.

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

Section 1008.3. Illumination required by an emergency electrical system; Amend 1008.3 (3.5) to read as follows:

3.5. Public restrooms (delete the remainer sentence)

Section 1010.2.4; amend Table 1010.2.4 - Manual Bolts, Automatic Flush Bolts and Constant Latching Bolts on the Inactive Leaf of A pair of Doors; to add Group M and A occupancies as follows:

Add Group M to Line item #1 in Table 1010.2.4: Group B, F, M or S occupancies with occupant load less than 50. [Remainder unchanged]

Add Group A and M to Line item #2 in Table 1010.2.4: Group A, B, F, M or S occupancies where the building is equipped… [Remainder unchanged]

Section 1013.3.1 Where required; delete exception 1

The remaining exceptions stay the same.

Section 1030.1.1.1 Spaces under grandstands and bleachers; add Exception #4 to read as follows.

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials

Section 1101.1 Scope; Add exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be incompliance with the requirements of this chapter.

Section 1809.5.1 Frost protection at required exits; Delete in its entirety

Section 2702.5 Where required; Add Section 2702.5 to read as follows

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

Section 2901.1 Scope; add a sentence to read as follows:

[P] 2901.1 Scope. {*existing text to remain*} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official or Assistant Building Official shall determine which provision applies.

Section 2902.1 Minimum number of fixtures; add a second paragraph to read as follows:

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

Table 2902.1; add footnote G and H to read as follows:

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

h. Drinking fountains in B occupancies, maybe substituted for water coolers or bottled water cooler/refrigerator.

Section 2902.1 Minimum number of fixtures; add new Section 2902.1.4 to read as follows:

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **City of Celina** Health Department.

Section 3002.1 Hoistway enclosure protection; add pointer and exceptions as follows:

A hoistway for elevators, dumbwaiters and other vertical-access devices shall comply with Sections 712 and 713. Where the hoistway is required to be enclosed, it shall be constructed as a shaft enclosure in accordance with 713. Refer to 712.1.10 for elevators in parking garages.

Exceptions:

1. Elevators completely located within atriums shall not require hoistway enclosure protection.

Section 3004.2.1 Enclosure; amend to read as follows

Escalator floor openings shall be enclosed with shaft enclosures complying with Section 712 and 713

Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; delete existing IBC exceptions and add two new exceptions to read as follows:

Exceptions:

1. For other than FSAE and occupant evacuation elevators, elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.

2. For other than FSAE and occupant evacuation elevators, elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

Section 3005.5 Shunt Trip: Add a new subsection to Section 3005.5.1 to read as follows:

3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.5.1.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.

3005.5.1.1.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.

3005.5.1.1.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.5.1.2 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.5.1.3 Omission of Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

Section 3005 Machine rooms; add Section 3005.7 to read as follows:

3005.7 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

Section 3006.2 Hoistway opening protection required; amend 5. to read as follows:

5. The building is a high rise and the elevator hoistway is more 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows:

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the elevator ~~enclosed~~ lobby shall be prevented from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the elevator ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

DIVISION 3. FIRE CODE

Section 3.02.101 International Fire Code amendments:

The following noted portions of the International Fire Code are hereby amended to read as follows.

Section 101.1 Scope and general requirements; amend to read as follows:

Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Celina, hereinafter referred to as "this code."

Section 102.1 Construction and design provisions; amend #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 103.1 General; amend to read as follows:

Section 103.1 Creation of agency. Celina Fire Department's Fire Marshal's Office Division is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104 Duties and Powers of the Fire Code Official; is amended to read as follows:

Section 104.2.3 Alternative materials, design and methods of construction and equipment; amend to delete the exception to read as follows:

104.2.3 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been approved. [30]

Section 104.6 Notices and orders; amend to read as follows:

104.6 Notices and orders. The fire code official is authorized to issue necessary notices or orders to ensure compliance with this code. Notices of violations shall be in accordance with Section 113.[31]

Section 104.13 Fire Marshal's Office personnel and police; Add Section 104.13 to read as follows:

104.13 Fire Marshal's Office personnel and police. The Chief and members of the Fire Marshal's Office division shall have the power to issue citations for violations of this code. When requested to do so by the Fire Chief, the Chief of Police is authorized to assign such available police officers as necessary to assist the fire department in enforcing the provisions of this code.

Section 105.3.3 Occupancy prohibited before approval; amend to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 105.6.25 Electronic access control systems; add to read as follows:

105.6.25 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 105.6.27 Electric vehicle (EV) charging stations; add to read as follows:

105.6.27 Electric vehicle (EV) charging stations. Construction permits are required to install or modify an electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.[32]

Section 108 Fees; Section 108.2; amend to read as follows and delete Section 108.3:

108.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required. See the most recently adopted City of Celina Master Fee Chart for all Fire Department fees.

Section 108.3 deleted in its entirety

[30] 2024 NCTCOG Amendment
[31] 2024 NCTCOG Amendment
[32] 2024 NCTCOG Amendment

Section 112 Means of Appeals. Section 112.1 General; amend to read as follows:

112.1 General. The Building and Standards Commission shall hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code. All appeals shall abide by the procedures herein, except that appeals of site layout related orders, decisions or determinations made by the fire code official, shall abide by the relief procedures as described in the City of Celina Subdivision Ordinance.

The Building and Standards Commission shall be appointed by the applicable governing authority and shall hold office at its pleasure.

Section 202 Definitions; amend and add definitions to read as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not limited to the following:

-Dialysis centers
-Sedation dentistry
-Surgery centers
-Colonic centers
-Psychiatric centers

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.[33]

CARBON MONOXIDE SOURCE. A combustion process that has the potential to produce carbon monoxide as a product of combustion under normal or abnormal conditions. Carbon monoxide sources include, but are not limited to solid-, liquid-, or gas-fueled appliances, equipment, devices, or systems, such as fireplaces, furnaces, heaters, boilers, cooking equipment, and vehicles with internal combustion engines.[34]

CARBON MONOXIDE SOURCE, DIRECT. A permanently installed carbon monoxide source that is located in an interior space.[35]

CARBON MONOXIDE SOURCE, INDIRECT. A carbon monoxide source connected to an interior space by a forced air supply duct.[36]

DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

[33] 2024 NCTCOG Amendment
[34] 2024 NCTCOG Amendment
[35] 2024 NCTCOG Amendment
[36] 2024 NCTCOG Amendment

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purpose by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein …{remainder of text unchanged}.

HIGH-PILED COMBUSTIBLE STORAGE. {add second paragraph} Any building exceeding 6,000 sq. ft. that has a clear height in excess of 12 feet, shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access.

HORIZONTAL MULTI-FAMILY. Rentable one- and two-family dwellings no greater than two stories located on a single plat. They are classified as Residential Group (R-2) occupancies.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such a lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 203.2.3 Associated with Group E occupancies; amend to read as follows:

203.2.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.[37]

Section 304.1.1 Valet trash; amend to read as follows:

[37] 2024 NCTCOG Amendment

304.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction. Refer to Appendix O for further information.[38]

Section 307.1.1 Prohibited open burning; amend to read as follows:

Section 307.1.1 Prohibited Open Burning. Open burning shall be prohibited within the City of Celina.

Exceptions:

1. Permits may be issued for ceremonial campfires not to exceed 3 feet in diameter and 2 feet in height, and located a minimum of 25 feet from any structure or property line.
2. Permits may be issued for warming fires when the following are met:
   a. The fire is placed in a barrel not to exceed 55 gallons in size.
   b. The barrel must have a screen secured to the top of the barrel.
   c. The barrel must be located a minimum of 25 feet from any structure or property line.

Section 307.2 Permit required; amend to read as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silviculture or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions
2. State, County, or local temporary or permanent bans on open burning.
3. Local written policies as established by the fire code official.

Section 307.3 Extinguishment authority; amend to read as follows;

307.3 Extinguishment Aauthority. When open burning creates or adds to a hazardous or objectionable situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation by the permit holder, another responsible party, or the fire department.[39]

Section 307.4 Location; amend to read as follows:

307.4 Location. The location for open burning shall not be less than 300 feet (91,440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91,440 mm) of any structure.

Exceptions: {no change}

Section 307.4.1 Bonfires; amend to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

[38] 2024 NCTCOG Amendment
[39] Modified to match the 2024 NCTCOG Amendment

Section 307.4.3 Portable outdoor fireplaces Exceptions; add exception #2 to read as follows:

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

Section 307.4 Location; add sections 307.4.4 and 307.4.5

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

Section 307.5 Attendance; amend to read as follows:

307.5 Attendance. Open burning, trench burns, bonfires or recreational fires shall be constantly attended until the . . . {remainder of section unchanged}.

Section 308.1.6 Portable fueled open-flame devices, Exception #3; amend to read as follows:

Exceptions:

3. Torches or flame producing devices in accordance with Section 308.4 or 308.1.3.

Section 308.1.7 Sky lanterns; amend to read as follows:

308.1.7 Sky Lanterns. A person shall not release or cause to be released an unmanned free-floating devices containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 308.1.9 Aisles and exits.; amend to read as follows:

308.1.9 Aisles and exits. Candles or open flames shall be prohibited in areas where occupants stand, or in an aisle or exit.[40]

Section 308.1.11 Open-flame cooking devices; amend to read as follows:

308.1.11 Open-flame Cooking Devices. Open flame cooking devices shall comply with Section 4104.[41]

Section 311.5 placards; amend to read as follows:

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 115 of this code relating to structural or interior hazards as required by Section 311.5.1 through 311.5.5.

Section 314.4 Vehicles; amend to read as follows:

314.4 Vehicles. Electric, liquid-fueled, or gaseous-fueled vehicles, aircraft, boats, or other motor craft shall not be located indoors except as follows:

1. The engine starting system is made inoperable or ignition batteries are disconnected except where the fire code official requires that the batteries remain connected to maintain safety

[40] 2024 NCTCOG Amendment

[41] Amended to match 2024 NCTCOG Amendment

features.

2. Fuel in fuel tanks does not exceed any of the following:
    2.1. Class I, II, and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.
    2.2. LP gas does not exceed one-quarter tank or 6.6 gallons (25 L), whichever is less.
    2.3. CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m3), whichever is less.
    2.4. Hydrogen does not exceed one-quarter tank or 2,000 cubic feet (57 m3), whichever is less.
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, aircraft, boats, or other motor craft equipment are not fueled or defueled within the building.
5. Electric vehicles shall not be charged inside buildings or other structures, other than where approved in parking garages, or unless otherwise approved by the fire code official. [42]

Section 323 Electric vehicles (EVs); add new section and subsections read as follows:

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings and/or structures, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located in parking garages shall be located on the top level of the garage with no roof or structure above.

323.1.2 Charging Stations inside R-3 and R-4 occupancies. Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarms inside the dwelling.

323.2 Disconnect. Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location. The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved by the fire code official.

323.2.1 Height. The height of the emergency disconnect switch shall be not less than 42 inches (1067 mm) and not more than 48 inches (1219 mm) measured vertically, from the floor level to the activating button.

323.2.2 Emergency Disconnect Sign. Emergency disconnect devices shall be distinctly labeled as: “EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT.” Signs shall be placed in an approved location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

323.3 Damaged Electric Vehicle Batteries. Damaged electric vehicle batteries shall not be stored inside any building or structure, unless otherwise approved by the Fire Code Official. [43]

Section 324 EMS Elevators; add new section 324 and subsection 324.1 to read as follows:

[42] 2024 NCTCOG Amendment
[43] 2024 NCTCOG Amendment

324.1 EMS Elevator. Where elevators are required in buildings, at least one elevator per bank shall be provided for fire department emergency access to all floors. A single elevator shall constitute a bank for the purposes of this provision. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches with not less than 5-inch radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches in height and shall be placed inside on both sides of the hoistway door frame.[44]

Section 401.3 Emergency responder notification; add Section 401.3.4 to read as follows:

401.3.4 False Alarms and Nuisance Alarms. False alarms, nuisance alarms, and unwanted alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 403.4 Group E Occupancies; amend to read as follows:

403.4 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.4.1 through 403.4.3.

Section 404.2.2 Fire safety plans; add Number 4.10 to read as follows:

4.10 Fire Protection system controls.

Section 405.5 Time; amend Section 405.5 to read as follows and add exception 3:

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.[45]

Section 501.4 Timing of installation; amend to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 503.1.1 Building and facilities; add sentence to read as follows:

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure. The fire lane may serve as a portion of this path if no obstructions exist between the fire lane and structure, as approved by the Fire Code Official. [46]

Section 503.1 Where required; add new sections 503.1.4, 503.1.5, 503.1.6, and 503.1.7 to read as follows:

[44] This requirement allows for more efficient patient transport using an elevator rather than the stairs. Not every elevator must meet this provision, just one elevator per bank of elevators. This will have a moderate cost impact on the project to specify and install the larger elevator.

[45] 2024 NCTCOG Amendment

[46] Added additional clarity to identify the intent of this section.

503.1.4 Building Courtyards. Buildings having an interior courtyard that do not meet the requirements of Section 503.1.1 for fire department access shall provide two points of access from the fire lane to the interior courtyard. Each of the two points of access shall be a minimum of 10 feet wide in each corridor having a minimum of a 2-hour fire rating in accordance with the IBC.

503.1.5 Two points of access. A minimum two points of access shall be provided for each building, structure and subdivision. The two points of access shall be a minimum of 140 feet apart as measured edge of pavement to edge of pavement.[47]

503.1.6 Residential subdivisions. In residential subdivisions of detached one- and two-family dwellings, the maximum dead-end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersecting street to the center point of the radius.[48]

503.1.7 Prohibitions. Fire lanes are not allowed to go under, or through, an area covered with an awning, canopy, carport, porte-cochere, sky bridge, parking structure, covered structure, or other similar structures. The Fire Code Official may exempt this requirement where it would not delay response or present a hazard. [49]

Section 503.2.1 Dimensions; amend to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

> **Exception:** Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2 Authority; amend to read as follows:

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access width and vertical clearances, and radius where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.[50]

Section 503.2.3 Surface; amend to read as follows:

503.2.3 Surface. Fire lanes shall be constructed per the most recently adopted City of Celina Engineering Standards for Fire Lane Specifications. At minimum, Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Section 503.2.4 Turning radius; amend to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be in accordance with this section.

Any such fire lane shall either connect both ends to a dedicated public street or fire lane or be provided with an approved turnaround having a minimum outside radius of fifty feet (50'). If two or more interconnecting fire lanes are provided, the interior radius for that connection shall be required in accordance with the following:

1. 24-foot fire lane – minimum radius 30 feet; or
2. 26-foot fire lane – minimum radius 30 feet; or

[47] Added to match the Celina EDS and surrounding jurisdictions.
[48] Added to match the Celina EDS and surrounding jurisdictions.
[49] Added to match the Celina EDS with an exception at the discretion of the Fire Code Official.
[50] 2024 NCTCOG Amendment

3. 30-foot fire lane – minimum radius 20 feet.

Intersections of fire apparatus access roads of dissimilar widths shall utilize the radius required for the road with the smaller width.[51]

Section 503.2.5 Dead ends; amend to add Sections 503.2.5.1 and 503.2.5.2:

503.2.5.1 Termination. Dead end fire apparatus access roads shall not terminate in a continuous drive aisle or where otherwise prohibited by the Fire Code Official. [52]

503.2.5.2 Residential subdivision termination. Dead end fire apparatus access roads within residential subdivisions shall be provided with an approved turnaround when such roads provide street frontage or emergency access to lots. Temporary street easements shall be provided for streets that will be extended in the future. [53]

Section 503.2.7 Grade; amend to read as follows:

503.2.7 Grade. The grade of fire apparatus access roads shall not exceed the following:

1. Along the fire apparatus access road – six percent (6%)
2. Cross slope – five percent (5%) [54]

Section 503.2.8 Angles of approach and departure; amend to read as follows:

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall not exceed five precent (5%). [55]

Section 503.3 Marking; amend to read as follows:

503.3 Marking. Approved striping or when allowed by the Code Official, signs, or both shall be provided for fire apparatus roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. **Striping** - Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face and the top of[56] the curb. The Fire Code official has the authority to allow alternatives on a case-by-case basis.

2. **Signs** - Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than

[51] Added to codify radius requirements consistent with our surrounding cities.
[52] Added to ensure continuous and circulating fire lanes. Small fire lane stubs provide almost no benefit and do not meet the intent of the code.
[53] Added for consistency with the 2024 Celina Engineering Design Standards
[54] Added for consistency with the 2024 Celina Engineering Design Standards and other surrounding jurisdictions
[55] Added for consistency with the 2024 Celina Engineering Design Standards and other surrounding jurisdictions
[56] Added to require striping on the top of the curb to improve visibility. This will have minimal cost impact.

fifty feet (50') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Code Official.

Section 503.4 Obstruction of fire apparatus access roads; amend 503.4 to read as follows and add Section 503.4.2:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The Fire Chief and Police Chief, and their designated representatives, are authorized to remove or cause to be removed any material, vehicle, or object obstructing a fire apparatus access road at the expense of the owner of such material, vehicle, or object.[57]

503.4.2 Fire lane violation.

1. The registered owner of a vehicle parking or standing in a fire apparatus access road shall be presumed to be the violator and may be held jointly and severally liable.

2. A person, firm, partnership, corporation, association, or other entity shall be presumed to be the violator and may be held jointly and severally liable for the violation if the person, firm, partnership, corporation, association, or other entity is the owner of, custodian of, or otherwise exercises actual or apparent control over equipment, materials, or other objects obstructing a fire apparatus access road.

3. The owner, occupant, or leaseholder of the property or business directly adjacent to the portion of the fire apparatus access road obstructed shall be presumed to be the violator and may be held jointly and severally liable.[58]

Section 503.6 Security Gates; amend 503.6 to read as follows and add section 503.6.1 to read as follows:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be automatic, unless otherwise [59] approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.6.1 Pedestrian Security gates. Pedestrian gates, when provided, are to have a manual key override to permit immediate access by fire personnel and equipment in the event of a fire or emergency.

When deemed necessary by the Celina Fire Department and the Celina Police Department, for the safety of the citizens of Celina, additional requirements shall be met regarding pedestrian gates as follows:

1. Multi-family residential structures which have restricted pedestrian access through locked gates that share a common corridor for access to the living units shall provide an approved switch which unlocks all pedestrian gates at once when activated.

[57] Added to ensure legal authority should we ever need to removed vehicles or materials from the fire lane.
[58] Added as a means to assign responsibility for fire lane violations for vehicles or materials that block a fire lane and the owner is not readily apparent or available.
[59] Automatic gates decrease response time and have become the norm, regionally. As written, manual gates will be allowed in certain circumstances. This will have a moderate cost impact to developers.

2. The approved switch shall be located at the main entrance of the business office of the multi-family community. The switch shall be mounted on the exterior wall at a height of five (5) feet from the ground. The switch shall also be within five (5) feet of the main entrance door to the business office.

3. Newly constructed properties meeting the requirements of this section shall have an approved switch in place and operational before a certificate of occupancy is approved for the multi-family complex.

4. In the event of a power outage, the pedestrian gate locks shall fail-safe into the unlocked position allowing unrestricted access to the living units.

5. The gate locks shall be tied into the fire alarm system on the property and the locks shall automatically unlock when the fire alarm activates. Once the fire alarm panel is reset the locks on the gates shall reactivate

Section 503.7 Legal easement; add Sections 503.7 and 503.7.1 to read as follows:

503.7 Legal easement. During the platting process, fire apparatus access roads shall be identified as a "fire lane easement" and shall match the site plan or civil engineering plans. Where fire apparatus access roads are provided and a plat is not required, the limits of the fire lane easement shall be shown on a site plan and placed on permanent file with the fire code official and planning department.[60]

503.7.1 Abandonment. No owner or person in charge of any premise served by a fire lane or access easement shall abandon, restrict, modify, or close any fire lane or easement without first securing from the City of Celina approval of an amended plat or other acceptable legal instrument showing the abandoning or removal of the fire lane easement.[61]

Section 504 Access to building opening and roofs; add section 504.1.1 to read as follows:

504.1.1 Master key system. Any new structure designed to accommodate multiple tenants shall incorporate a "Master Key System" for all door openings.[62]

Section 505.1 Address identification; amend to read as follows:

505.1 Address identification Approved numerals of a minimum 12" [63] in height and of a color contrasting with the background designating the address shall be placed on all new and existing buildings or structures in such a position as to be plainly visible and legible from the street or road fronting the property and from all rear alleyways where said alleyways exist. Address numerals shall be illuminated per City of Celina and applicable Dark Sky requirements. [64] Where buildings do not immediately front a street, approved 6-inch height building numerals or address and 3-inch height suite/apartment numerals of a color contrasting with the background of the building shall be placed on all new and existing buildings or structures. Numerals or addresses shall be posted on a minimum 20-inch by 30-inch background or border. Address numbers shall be Arabic numerals or alphabet letters and installed to be read from left to right.[65] The minimum stroke width shall be 0.5 inches. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response.

[60] In accordance with H.B 3699 (2023), this provides a codified reference to review fire lane easements on plat submittals.
[61] Added to prohibit owners from abandoning fire lane easements without first securing city approval.
[62] Added to match current practices and remain consistent with Prosper.
[63] Updated minimum size from 6" to 12" and removed the maximum. No cost impacts.
[64] Added to match current practice and notify customers of Dark Sky requirements for shielding.
[65] Added to address a common issue where the numbers may be installed in non-standard arrangements (down to up, diagonal, etc.

Exception 1. R-3 Single Family occupancies shall have approved numerals of a minimum 4-inches in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 505 Premises Identification; add Sections 505.3 and 505.4 to read as follows:

505.3 Address Marking in Parking Garages. An approved sign displaying the building name and address with a minimum 1-inch-high letters and numerals on a contrasting background in new and existing parking garages. The signs shall be located in each elevator lobby and at the entrance to each stairwell.

505.4 Wayfaring sign. A wayfaring sign shall be provided for all new and existing multi-building developments in which multiple buildings share a common street address, such as in an apartment complex, or when the nature and arrangement of the buildings would be conducive to such signage. Wayfaring signs shall be placed at all points of entry to the development, or as required by the Fire Code Official. Sign structure and base shall be decorative metal. Location, construction, and type of signage shall be reviewed and approved by the Fire Code Official, prior to installation.[66]

Section 506.1 Where Required; add Section 506.1.3 and 506.1.4 to read as follows:

506.1.3 Knox Box approved locations. A key box shall be provided at the entrances to each sprinkler riser room and pump room. An additional key box shall be provided at the main entrance of large facilities typically where the remote annunciator or fire alarm control panel is located.

506.1.4 Multi-tenant buildings. The Knox Box for multi-tenant occupancies shall be provided with a "Master Key System" at the time the shell is completed. Existing multi-tenant occupancies shall be provided a master key as required by the Fire Code Official. All door openings shall be keyed to allow for the use of the building's grand master key. [67]

Section 507.4 Water supply test; amend to read as follows:

507.4 Water supply test date and information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

Section 507.5 Fire hydrant systems; amend 507.5.1 to read as follows and add new Sections 507.5.1.2 and 507.5.1.3:

[66] These wayfaring signs provide a simplified site plan that allows first responders, deliveries, and visitors to more quickly find specific building and units within the development. This will have a minimal cost impact to the development.

[67] Added to match current practice and be consistent with Prosper.

507.5.1 Where Required. As properties develop, fire hydrants shall be located at all intersecting streets and at the maximum spacing indicated in Table 507.5.1 (below) Distances between hydrants shall be measured along the route that fire hose is laid by a fire vehicle from hydrant to hydrant.

Maximum Distance Between Hydrants

OCCUPANCY	DISTANCE
Residential (1 & 2 Family)	500 feet
Residential (Multi Family)	300 feet
All Other	300 feet

Table 507.5.1

1. *PROTECTED PROPERTIES.* Fire hydrants required to provide a supplemental water supply for automatic fire protection system shall be within 100 feet of the fire department connection for such system and shall have an isolation valve located between the connections to a looped main.

2. *FIRE HYDRANT LOCATIONS.* Fire hydrants shall be located 3 feet to 5 feet back of curb or fire lane and shall not be located in the bulb of a cul-de-sac. See Engineering Standards for additional requirements.

3. *MINIMUM NUMBER OF FIRE HYDRANTS*. There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above.

507.5.1.2 Locations. Fire hydrants shall be located between two (2) feet to six (6) feet from the back of curb or fire lane and shall not be located in the bulb of a cul-de-sac or within a turning radius.[68]

507.5.1.3 Number of hydrants. There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances set forth in this section. A minimum of one (1) hydrant shall be located on each lot.[69]

Section 507.5.4 Obstruction; amend to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 509.1 Identification; add new section 509.1.2 to read as follows:

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

Section 510.6.1 Testing and proof of compliance; add paragraph to read as follows:

The inspecting radio contractor shall provide an annual inspection tag/sticker on the ERCES' BDA and any remote annunciator. Tag/sticker shall identify approved inspecting contractor's name, physical address, phone number, and FCC license number, and inspector's name, as well as the date of inspection. System

[68] Added to clarify that fire hydrants must be readily available along a fire lane and are prohibited in locations that may obstruct fire apparatus use of the roads.

[69] Added to require at least two fire hydrants for each lot which provides additional flexibility and capacity for firefighting. This will add a moderate cost of the development.

shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system. If this is not possible for any reason, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified within a maximum of 24 hours.[70]

Section 604.7 Storage; amend to read as follows:

Section 604.7 Storage. Storage is prohibited in elevator cars or elevator machine rooms. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED." [71]

Exceptions remain unchanged.

Section 605.4 Fuel oil storage systems; amend to read as follows:

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in un-sprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

Section 807.5.2.2 Artwork in corridors and 807.5.2.3 Artwork in classrooms; amend to read as follows:

[70] 2024 NCTCOG amendments. There is no current state licensing or tagging requirements for these important communications systems that are critical to life and firefighter safety.

[71] 2024 NCTCOG amendments. To add signage requirements to aid in limiting storage within elevator machine rooms.

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

> **Exception:** Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.
Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 807.5.5.2 Artwork in corridors and 807.5.5.3 Artwork in classrooms; amend to read as follows:

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.
Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 901.4.7 Pump and riser room size; amend to read as follows, add new Section 901.4.7.1 and 901.4.7.1.1, and amend 901.4.7.4 to read as follows:

901.4.7 Pump and riser room size. Automatic sprinkler system risers shall be provided with a ground floor room directly accessible from the exterior of the building and adjacent to a fire lane. The door shall be labeled as the RISER ROOM. The minimum size of the room shall be no less than 36 sq. ft. with no dimension being less than 6ft. Walls shall be (1) hour fire rated barrier walls. Only life safety equipment is allowed within the riser room. A smaller room may be permitted as approved by the Fire Code Official.

Fire pump rooms shall be a minimum of 144 sq. ft. with no dimension being less than 12 ft. Fire pump rooms are to be designed to be fire rated and so that the fire pump panel is visible from the main entry point of the room.

901.4.7.1 Access. Fire pump and automatic sprinkler system riser rooms shall be directly accessible from the exterior of the structure. Access doors shall be a minimum of 3 feet (3') in width and six-feet eight-inches (6'8") in height. A key box shall be provided at this door, as required by Section 506.1.

> **Exception:** When it is necessary to locate the fire pump room on other levels or not on an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official.[72]

[72] 2024 NCTCOG amendment. Ensures efficient response to the riser room. Riser rooms that can be located one the building's exterior are much easier to find which allows faster mitigation efforts to take place.

901.4.7.1.1 Doorway obstructions. Doorways into Fire pump and automatic sprinkler riser rooms shall not be obstructed. Fire sprinkler underground and fire department connection shall not block the riser room door. A 3-foot clear aisle shall be maintained at all times from the riser room door to any fire protection and life safety equipment.[73]

901.4.7.4 Lighting. Permanently installed artificial illumination with a minimum 90-minute battery backup[74] shall be provided in the automatic sprinkler system riser room and fire pump rooms.

Section 901.5 Administration of installation acceptance testing; amend to read as follows:

Section 901.5 Administration of installation acceptance testing. {Current text inserted without change.} All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48- hour notice to the Fire Code Official or his representative.[75]

Section 901.6.1 Standards; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

10. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

11. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

12. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

13. If the FDC is not already provided with approved caps, the owner or contractor shall install such caps for all FDC's as required by the *fire code official*.

14. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

15. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

16. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

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[73] Addresses a common problem where contractors locate equipment in front of the door and restrict access.

[74] Added to ensure riser rooms have lighting for 90 minutes if power is lost during an emergency, or otherwise. Minimal cost impact to the developer.

[75] Legal language added to absolve the city of responsibility should damages occur during the course of acceptance testing. This section also outlines expectations for timeliness when requesting said testing.

17. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

18. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

Section 901.6 Inspection, testing and maintenance; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 901.7 Systems out of service; amend to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... *{remaining text unchanged}*

Section 903.1.1Alternative protection; amend to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

Section 903.2 Where required; amend to read as follows and delete the Exception:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Section 903.2.2.1; amend exception to read as follows:

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.

2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

Exception: Unless otherwise required by this code[76], floors classified as an open parking garage are not required to be sprinklered.

[76] 2024 NCTCOG. To ensure that parking garages that are otherwise required to have automatic fire sprinkler protection are not unintendedly exempt by this exception.

Section 903.2.4.2 Group F-1 distilled spirts; amend to read as follows:

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits, involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

Section 903.2.8. Group R; add Sections 903.2.8.1.1, 903.2.8.4, and 903.2.8.5 to read as follows:

Section 903.2.8.1.1 Group R-3. Horizontal multi-family is categorized as R2, but is defined as being an R3, therefore, an NFPA 13D system is appropriate with the following additional requirements:

1. Horn strobe in a visible location near the front of the dwelling
2. Flow switch to be provided
3. Locking cabinet door where the riser is located with a master key provided in a Knox Box somewhere on the property
4. Underground fire line water supply loop/line with tap
5. Underground plan review and inspection
6. Signage for power disconnect
7. Fire shut-off valve covers to be painted red

903.2.8.4 Townhomes. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be provided throughout all occupancies classified as townhomes.[77]

903.2.8.5 Storage rooms. Within Group R occupancies, storage areas that are leased or rented shall comply with Section 903.2.9.5 for storage facilities.[78]

Section 903.2.9.3; amend to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

Section 903.2.9.4 Group S-1 upholstered furniture and mattresses; delete Exception to 903.2.9.4

***Section 903.2.9 Group S-1; add Section 903.2.9.5 to read as follows*:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. The minimum sprinkler system design shall be based on an Ordinary Hazard Group II classification, in accordance with NFPA 13 requirements. Physical construction in compliance with open-grid ceilings as per NFPA 13, such as an open metal grid ceiling or chicken wire that does not obstruct the overhead sprinkler protection, shall be installed to prevent storage from exceeding the lower of either 12 feet above finished floor or 18 inches beneath standard sprinkler head deflectors. At least one sprinkler head shall be provided in each storage unit/room (additional sprinklers may be necessary for compliance with NFPA 13 spacing requirements), regardless of wall height or construction type separating such units.[79]

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[77] Added to clarify current practice that all townhomes require automatic fire sprinklers. No cost impact as this is currently being enforced.

[78] Added to ensure rented storage units in multifamily are designed the same as if they were in a dedicated building. This helps to ensure adequate clearance is provided to fire sprinklers so the function properly.

[79] These occupancies have been sprinklered for many years. This change is to match COG and provide additional design guidance.

Section 903.2.11 Specific buildings areas and hazards; amend 903.2.11.3 and add sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the *International Building Code* that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access measured to the finished floor. {**Exception is deleted}**

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic fire sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater, in all existing buildings that are enlarged to be 6,000 sq. ft. or greater, and in all existing buildings that the cumulative remodel over any period of time that is equal to or greater than 6,000 sq. ft.. For the purpose of this provision, **fire walls** shall not define separate buildings. This measurement is taken at the drip line of the building. Awnings, overhangs, porte cocheres, and other similar protrusions are to be included if they increase the drip line of the building.

> **Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:
>
> e. The structure is freestanding.
> f. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
> g. The structure does not exceed 3 stories.
> h. An approved fire apparatus access road is provided around the entire structure.

Section 903.3.1 Standards; amend to add the following text to the existing paragraph:

903.3.1 Standards. {Retain existing text unchanged.} For any structure or building, for which a specific use, lease, or tenant cannot be identified, such as a speculative retail or office building, the sprinkler system shall be designed to Ordinary Hazard Group II, or as permitted by the Fire code official.

For any structure or building with a clear height in excess of 12 feet, the sprinkler system shall be designed to provide a minimum of Ordinary Hazard Group II.

For any structure or building with a clear height in excess of 12 feet, and with a primary use of storage or warehouse, the sprinkler system shall be designed to protect Class IV Commodities to the maximum storage height.

> **Exception:** If a commodity type and storage height can be determined, the sprinkler system shall be designed accordingly to the approved commodity class and storage height.[80]

Section 903.3.1.1.1 Exempt locations; amend to read as follows:

903.3.1.1.1 Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

[80] This ensures that all spec warehouses and retail buildings will be able to accommodate all tenants for which the building is designed. This will have a moderate cost impact on the developer.

1. A room or space where sprinklers constitute a serious life or fire hazard because of the nature of the contents, where approved by the fire code official.
2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
3. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.3.1.1.2 Bathrooms; delete it its entirety

Section 903.3.1.1.4 Dry pipe sprinkler systems; add section to read as follows:

903.3.1.1.4 Dry pipe sprinkler systems. Dry pipe sprinkler systems protecting fire areas of Type V construction shall be required to meet the 60 second water delivery time, per NFPA 13, to the system test connection regardless of the system size, unless more stringent criteria are applicable in NFPA 13, and all dry pipe sprinkler systems shall be trip tested to flow/discharge water to verify compliance with this requirement, unless otherwise approved by the fire code official.[81]

Section 903.3.1.2 NFPA 13R sprinkler systems; amend sections 903.3.1.2.2 and 903.3.1.2.3 to read as follows:

903.3.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies.[82]

903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an un-sprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    4.1. Provide automatic sprinkler system protection.
    4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
    4.3. Construct the attic using noncombustible materials.
    4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
    4.5. Fill the attic with noncombustible insulation.

Section 903.3.1.3 NFPA 13D sprinkler systems; amend 903.3.1.3 and add Section 903.3.1.3.1 to read as follows:

[81] 2024 NCTCOG amendment. This requirement for dry system trip tests to guarantee water delivery times across all system sizes. Faster water delivery improves fire control capabilities by supplying water before the growing fire size overwhelms the fire sprinklers. The water delivery time test aids in identifying any delays in water delivery.
[82] 2024 NCTCOG amendment. Corridor protection is critical to the means of egress, and corridors are regularly utilized for miscellaneous storage, fixtures, artwork, food kiosks and beverage dispensers, and furnishings. Balcony protection is required due to issues with fire exposure via soffit vents and the potential for significant combustible loading.

903.3.1.3 NFPA 13 D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

903.3.1.3.1 Riser location. Risers for NFPA 13D systems shall be located on an interior wall of the structure. Risers shall not be located on a wall that abuts the exterior of the structure.[83]

Section 903.3.1 Standards; add Sections 903.3.1.4 and 903.3.1.5 to read as follows:

903.3.1.4 Freeze Protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

4. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
5. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
6. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Sec. 903.3.1.5 Installation. Automatic sprinkler and standpipe systems shall be installed with the following:

3. A single underground supply from a looped water main and point for the Fire Department Connection (FDC) shall be provided for all buildings.

4. Fire department connections shall be provided with one 5-inch Storz connection. For system demands greater than 150 psi an additional 2 ½ inch Siamese connection and sign identifying pressure demand shall be required. Each shall have an independent check valve.

Section 903.3.5 Water supplies; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor.

Section 903.3.9 Building floor control valves; amend to read as follows:

903.3.9 Building floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser as indicated below:

4. In High Rise Buildings, floor control assemblies shall be located in protected stairwells, or as otherwise approved by the fire code official.

[83] Added to aid in freeze protection. There is no way to install the riser in the wall and sufficiently insulate the wall to protect the riser from freezing. The riser will typically be installed in the shared wall between the residence and garage, or an interior closet of no garage exists. This will have a minimal cost impact to the developer.

5. Floor control valves shall be provided for buildings 3 or more stories. [84]

6. In all other buildings, floor control assemblies shall be located as approved by the fire code official.

Section 903.4.1 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 903.4.3 Alarms; add a second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 904.14 Commercial cooking systems; add new section 904.14.5.4 to read as follows:

904.14.5.4 Nozzle Caps. All new and existing automatic hood suppression systems shall use metal caps on nozzles that are located between the cooking surface and hood filters. [85]

Section 905.2 Installation standard; add new section 905.2.1 to read as follows:

905.2.1 Automatic supply. Where standpipes are required, an automatic supply shall be provided for the following occupancies/buildings:

6. Buildings defined as a high-rise.

7. Buildings 4 or more stories.

   Exception: Unattached open parking garages.

8. High hazard (H) occupancies

9. Occupancies designed to, or permitted to, contain high-piled storage.

10. Buildings with a hazardous materials permit.[86]

[84] Added to allow additional flexibility for firefighters when responding to water flow issues. The use of floor control valves allows the fire sprinkler system in only portions of a building to be taken out of service while the remainder of the building is still protected. This will have a moderate cost impact.
[85] Plastic caps degrade from heat, so the use of metal caps helps ensure the nozzles remain functional should a fire occur. This will have a minimal cost impact.
[86] An automatic standpipe system means the property will have a fire pump capable of meeting the standpipe's hydraulic demand with the on-site water supply. Pumping from the engine, through the FDC, will only be a supplement or in case of fire pump failure. These specific occupancies have been identified as the most likely to require standpipe operations due to their complex response nature. Occupancies not meeting these criteria will

Section 905.3 Required Installations; add new Section 905.3.8 to read as follows:

905.3.8 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story, including one-story buildings, and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

3. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
4. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4 location of Class I standpipe hose connection; amend item 1, 3 and 5, add item 7 to read as follows:

3. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at primary landings, unless otherwise approved by the fire code official.

4. {No change.}

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a 30-foot hose stream from a nozzle attached to 100 feet of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

6. {No change.}

7. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6. {No change.}

7. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be measured along normal walking routes, and the stream shall not be expected to penetrate walls or windows.[87]

Section 905.8 Dry standpipes; amend exception to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

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be eligible for a manual standpipe which needs the engine to feed the FDC for full supply. McKinney and Prosper both include this requirement. This will have a moderate to significant cost impact.

[87] No change in enforcement. The language has been modified to provide additional clarity to the design professional.

Section 905.9 Valve supervision; add a second paragraph after the exception to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 906.1(1) Where required; delete Exception 3.

Section 907.1.1 Construction documents; add the following sentence at end of paragraph to read as follows:

907.1.1 Construction documents. {unchanged}Plans for fire alarm systems shall be in accordance with Celina Fire Department Fire Alarm Submittal Guidelines

Section 907.1 General; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable.

Section 907.2.1 Group A; amend to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with new Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

> **Exception:** Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Activation of fire alarm notification appliances shall:

3. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
4. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3 Group E; amend to read as follows:

907.2.3 Group E A manual alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall by installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group E occupancies.

Exception

2. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

Section 907.2.6 Group I; add Section 907.2.6.4 to read as follows:

907.2.6.4 Group I-4 Occupancies. A manual fire alarm system installed in accordance with 907.2.3 shall be installed in all Group I-4 occupancies. [88]

Section 907.2.10.1 Group S;, amend to read as follows, Exception to remain:

907.2.10.1 Public- and self-storage occupancies. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public– and self–storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Section 907.2.13 High-rise buildings; amend Exception #3 to read as follows:

> 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

Section 907.4.2 Manual fire alarm boxes; add Section 907.4.2.7 to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.5 Occupant notification; add Section 907.5.3 to read as follows:

907.5.3 Occupant notification. Occupant notification in accordance with this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement, or modification of the existing fire alarm system, or as required by the Fire code official, for all buildings or spaces provided with an approved automatic sprinkler system.[89]

> **Exception:** Occupant notification is not required for shell buildings until a point in time that a tenant has been identified and a certificate of occupancy will be granted for the space.

Section 907.6.1 Wiring; add Sections 907.6.1.1 and 907.6.1.2 to read as follows:

907.6.1.1 Wiring installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an signaling line circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet of separation horizontal and one foot vertical between supply and return circuit conductors. Notification appliance circuits (NAC) may be installed as Class B circuits.

907.6.1.2 Wiring color. All fire alarm wire jacket shall be RED in color. A contrasting color stripe may be incorporated for circuit identification provided the base color of the fire alarm wire jacket is RED.[90]

Section 907.6.3 Initiating device identification; delete all four Exceptions

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[88] Administrative change to clarify the intent of this section to be enforced similar to schools.

[89] This will require fire alarm occupant notification for any new construction building that requires fire sprinkler protection. The IFC allows business or assembly occupancies up to 300 occupants to be without fire alarm notification which is imperative to ensure timely evacuation in an emergency. Surrounding cities currently enforce this requirement and it will have a moderate cost impact to the developer.

[90] Administrative change. This was previously included in 907.6.1.1 and it's being separated for visibility and ease of use.

Section 907.6.3 Imitating device identification; add new Sections 907.6.3.2 and 907.6.3.3 to read as follows:

907.6.3.2 Communication Requirements. All alarm systems, new or replacement, shall transmit alarm, supervisory, and trouble signals descriptively to the approved central station, remote supervisory station or proprietary supervising station as defined in NFPA 72, with the device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

907.6.3.3 Flow detectors and electronic monitoring. Sprinkler and standpipe system water flow detectors shall be provided for each floor zone to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a trouble signal at the central station upon tampering.

Section 907.6.6 Monitoring; add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station

Section 907.6 Installation and monitoring; amend to add new Section 907.6.7 to read as follows:

907.6.7 Waterflow notification. When required by Section 903.4.2, an exterior audible and visible notification device shall be provided on the exterior of the building and shall be located above the Fire Department Connection. The notification device shall operate on a waterflow alarm only, shall be non-silenceable and shall continue to operate after the panel is silenced on the condition the alarm was a waterflow alarm only. The notification device shall be wired from the fire alarm control panel as a dedicated latching circuit. Minimum candela rating for the notification device shall be 75 (cd) candelas. Where FDC is remote the horn strobe will be located at the remote FDC.[91]

Section 907.11 Occupant reset; add new Section 907.11 to read as follows:

907.11 Occupant reset. Once an alarm is initiated and fire department is contacted, no person shall silence or reset an alarm prior to fire department arrival.[92]

907.12 Password protection prohibited; add new Section 907.12 to read as follows:

907.12 Password protection prohibited. No fire alarm system shall be protected by a password or pin number that would hinder immediate silencing capabilities by the fire department.[93]

Section 910.2 Where required; amend Exception 2 and 3 to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2 Where required; add subsection 910.2.3 with exceptions to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

[91] Added to codify current practice which is consistent with our surrounding jurisdictions.
[92] Administrative addition. Provides a code reference to cite owners/operators for repeated offenses.
[93] Codifies current practice.

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

Section 910.4.3.1 Make up air; amend to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust

Section 912 Fire Department Connections; add Sections 912.2.3, 912.2.4, 912.2.4.1, and 912.2.5, and amend 912.3, 912.4 and 912.4.1 to read as follows:

912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

912.2.4 Building-mounted FDCs. Building-mounted FDCs shall be setback from the fire apparatus access road no farther than thirty (30) feet. [94]

912.2.4.1 Restrictions on use. Building-mounted FDCs are prohibited on buildings of combustible construction that exceed thirty (30) feet in height or otherwise require an aerial apparatus fire lane in accordance with Appendix D. The Fire Code Official is authorized to prohibit building-mounted FDCs where they would pose a hazard. [95]

912.2.5 Remote FDCs. FDCs shall be located remote from the building where required by the Fire Code Official or other sections of this code. Remote FDCs shall be setback from the fire apparatus access road no farther than ten (10) feet and meet the requirements of this code for vehicle impact protection where applicable. [96]

912.3 Fire hose connections and threads. All fire department connections shall be 5-inch Storz with a 30 degree down elbow with a chained locking Knox cap. Where traditional two-way Siamese connections are used threads shall by compatible with fire department hose threads and provided with locking Knox caps.[97]

912.4 Access. Fire department connections (FDC) shall be provided with a minimum five (5) foot wide clear and unobstructed path from the fire apparatus access road to the FDC.[98] Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls, parking, or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.

[94] Added to provide a limit on when building mounted FDCs can be used. Operations utilizes a 50 ft. section of large diameter supply hose to serve the FDC, so locating it within that distance ensures convenience and accessibility.

[95] This section is intended to ensure FDCs aren't located in a buildings collapse zone for buildings that are subject to collapse in a fire event. Typical use could be on large, wrap style combustible frame building where a fire could weaken the structure posing a collapse risk.

[96] Provides a maximum setback to ensure the FDC remains accessible from the fire lane.

[97] Administrative addition to codify current practice and stipulate the proper Storz FDC to match surrounding jurisdictions.

[98] Codifying current practice to standardize clearances to the FDC from the fire lane.

912.4.1 Locking Fire Department Connection Caps. All new FDCs shall be protected by Knox locking caps. Existing FDCs shall also be provided with Knox locking caps if no caps are present.

Section 914.3.1.2 Water supply to required fire pumps; amend to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 120 feet (128 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate. **Exception:** {No change to exception.}

Section 915 Carbon monoxide (CO) detection; delete the section and replace to read as follows:

915.1 General. New and existing buildings shall be provided with carbon monoxide (CO) detection in accordance with Sections 915.2 through 915.5.

915.2 Where required. Carbon monoxide detection shall be provided in interior spaces, other than dwelling units or sleeping units, that are exposed to a carbon monoxide source in accordance with Sections 915.2.1 through 915.2.3. Carbon monoxide detection for dwelling units or sleeping units that are exposed to a carbon monoxide source shall be in accordance with Section 915.2.4.

915.2.1 Interior spaces with direct carbon monoxide sources. In all occupancies, interior spaces with a direct carbon monoxide source shall be provided with carbon monoxide detection located in close proximity to the direct carbon monoxide source and in accordance with Section 915.3.
Exception: Where environmental conditions in an enclosed space are incompatible with carbon monoxide detection devices, carbon monoxide detection shall be provided in an approved adjacent location.

915.2.2 Interior spaces adjacent to a space containing a carbon monoxide source. In Groups A, B, E, I, M and R Occupancies, interior spaces that are separated from and adjacent to an enclosed parking garage or an interior space that contains a direct carbon monoxide source shall be provided with carbon monoxide detection if there are communicating openings between the spaces. Detection devices shall be located in close proximity to communicating openings on the side that is furthest from the carbon monoxide source and in accordance with Section 915.3

Exceptions:

1. Where communicating openings between the space containing a direct carbon monoxide source and the adjacent space are permanently sealed airtight, carbon monoxide detection is not required for the adjacent space.

2. Where the fire code official determines that the volume or configuration of the adjacent interior space is such that dilution or geometry would diminish the effectiveness of carbon monoxide detection devices located in such spaces, detection devices additional to those required by Section 915.2.1 shall be located on the side of communicating openings that is closest to the carbon monoxide source.

915.2.3 Interior spaces with forced-indirect carbon monoxide sources. In all occupancies, interior spaces with a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with either of the following:

1. Detection in each space with a forced-indirect carbon monoxide source, located in accordance with Section 915.3.

2. Detection only in the first space served by the main duct leaving the forced-indirect carbon monoxide source, located in accordance with Section 915.3, with an audible and visual alarm signal provided at an approved location.

915.2.4 Dwelling units and sleeping units. Carbon monoxide detection for dwelling units and sleeping units shall comply with Sections 915.2.4.1 and 915.2.4.2.

915.2.4.1 Direct carbon monoxide sources. Where a direct carbon monoxide source is located in a bedroom or sleeping room, or a bathroom attached to either, carbon monoxide detection shall be installed in the bedroom or sleeping room. Where carbon monoxide detection is not installed in bedrooms or sleeping rooms, carbon monoxide detection shall be installed outside of each separate sleeping area in close proximity to bedrooms or sleeping rooms for either of the following conditions:

1. The dwelling unit or sleeping unit has a communicating opening to an attached, enclosed garage.

2. A direct carbon monoxide source is located in the dwelling unit or sleeping unit outside of bedrooms or sleeping rooms.

915.2.4.2 Forced-indirect carbon monoxide sources. Bedrooms or sleeping rooms in dwelling units or sleeping units that are exposed to a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with Section 915.2.4.1 or Section 915.2.3.

915.3 Location of detection devices. Carbon monoxide detection devices shall be installed in accordance with manufacturer's instructions in a location that avoids dead air spaces, turbulent air spaces, fresh air returns, open windows, and obstructions that would inhibit accumulation of carbon monoxide at the detection location. Carbon monoxide detection in air ducts or plenums shall not be permitted as an alternative to required detection locations.

915.4 Permissible detection devices. Carbon monoxide detection shall be provided by a carbon monoxide detection system complying with Section 915.4.2 unless carbon monoxide alarms are permitted by Sections 915.4.1.

915.4.1 Carbon monoxide alarms. Carbon monoxide alarms complying with Sections 915.4.1.1 through 915.4.1.3 shall be permitted in lieu of a carbon monoxide detection system in both of the following:

1. Dwelling units and sleeping units.

2. Locations other than dwelling units or sleeping units, where approved, provided that the manufacturer's instructions do not prohibit installation in locations other than dwelling units or sleeping units and that the alarm signal for any carbon monoxide alarm installed in a normally unoccupied location is annunciated by an audible and visual signal in an approved location.

915.4.1.1 Power source. In buildings with a wired power source, carbon monoxide alarms shall receive their primary power from a permanent connection to building wiring, with no disconnecting means other than for overcurrent protection, and shall be provided with a battery backup. In buildings without a wired power source, carbon monoxide alarms shall be battery powered.

> **Exception:** For existing buildings not previously required to have carbon monoxide alarms permanently connected to a wired power source, existing battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted to remain in service. When replaced, replacement with battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted.

915.4.1.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide/smoke alarms shall also be listed in accordance with UL 217.

915.4.1.3 Interconnection. Where more than one carbon monoxide alarm is installed, actuation of any alarm shall cause all of the alarms to signal an alarm condition.

915.4.2 Carbon monoxide detection systems. Carbon monoxide detection systems shall be installed in accordance with NFPA 72.

915.4.2.1 Fire alarm system integration. Where a building fire alarm system or combination fire alarm system, as defined in NFPA 72, is installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to the fire alarm system. Where a building fire alarm system or a combination fire alarm system is not installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to a carbon monoxide detection system complying with NFPA 72.

915.4.2.2 Listings. Carbon monoxide detectors shall be listed in accordance with UL 2075. Combination carbon monoxide/smoke detectors shall be listed in accordance with UL 268 and UL 2075.

915.4.2.3 Alarm notification. For other than Group E Occupancies, activation of a carbon monoxide detector shall initiate alarm notification in accordance with any of the following:

1. An audible and visible alarm notification throughout the building and at the control unit.

2. Where specified in an approved fire safety plan, an audible and visible alarm in the signaling zone where the carbon monoxide has been detected and other signaling zones specified in the fire safety plan, and at the control unit.

3. Where a sounder base is provided for each detector, an audible alarm at the activated carbon monoxide detector and an audible and visible alarm at the control unit.

For Group E Occupancies having an occupant load of 30 or less, alarm notification shall be provided in an on-site location staffed by school personnel or in accordance with the notification requirements for other occupancies. For Group E occupancies having an occupant load of more than 30, an audible and visible alarm shall be provided in an on-site location staffed by school personnel.

915.5 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72 and the manufacturer's instructions. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced. [99]

Section 1006.2.1; amend Exception #3 to read as follows:

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

Section 1020.2 Construction; add Exception #6 to read as follows:

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The

[99] 2024 NCTCOG amendment. The final version of the 2024 edition text for Section 915 that was approved fell short of clearly conveying requirements. Furthermore, the adopted code text seems to require a level of protection for some occupancies that is excessive and for other occupancies insufficient. This wording matches the approved changes in the 2027 IFC.

actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

Section 1030.1.1.1 Spaces under grandstands and bleachers; add Exception #4 to read as follows:

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials

Section 1103.3 existing elevators; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 604.4

Section 1103.5.3 Group I-2, Condition 2: add sentence to read as follows:

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

Section 1103.5 Sprinkler systems; add Sections 1103.5.6 and 1103.7.7 to read as follows:

1103.5.6 Spray booths and rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

1103.7.7 Fire Alarm System Design Standards. All alarm systems new or replacement shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

> **Exception:** Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

Section 1103.9 Carbon monoxide detection; amend to read as follows:

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 915.

Section 1201 General; amend to add new section 1201.4 to read as follows:

1201.4 Electrical Shutdown. Energy systems including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems shall have a remote power shut down box. The location shall be at an approved location. The box shall only be accessible by the fire department and shall be keyed to the fire department Key Box as outlined in Section 506.[100]

Section 1207.2 Commissioning, decommissioning, operation and maintenance; amend to read as follows:

1207.2 Commissioning, decommissioning, operation and maintenance. Commissioning, decommissioning, operation and maintenance shall be conducted in accordance with this section. In addition to the ordinary inspection and test requirements that buildings, structures and parts thereof are required to undergo, Energy Storage Systems subject to the provisions of Section 1207 shall undergo special inspections and tests sufficient to verify the proper commissioning of the Energy Storage System in its final installed condition. The design submission accompanying the construction documents shall clearly detail procedures and methods to be used and the items subject to such inspections and tests. Such commissioning shall be in accordance with generally accepted engineering practice and,

[100] 2024 NCTCOG amendment

where possible, based on published standards for the particular testing involved. The special inspections and tests required by this section shall be conducted under the same terms as in Chapter 17 of the International Building Code. [101]

Section 2304.1 Supervision of dispensing; amend to read as follows.

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,

2. Shall be under the supervision of a qualified attendant; and/or

3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 2401.2 Nonapplicability; delete this section entirely

Section 3307.1 Required access; amend 3307.1 and 3307.1.2 to read as follows:

3307.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet (15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

3307.1.2 Stairways required. Where building construction exceeds 40 feet (12 192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring. Whenever the stairways are not visible to approaching fire apparatus, the stairways locations shall be indicated by an approved sign. [102]

Section 3307.2 Standpipes; amend to add 3307.5.3 to read as follows:

3307.5.3 Standpipe Signage. Whenever the standpipes are not visible to approaching fire apparatus, locations shall be indicated by an approved sign.[103]

Table 3206.2 General Fire Protection and Life Safety Requirements, footnote h; amend to read as follows:

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

[101] 2024 NCTCOG amendment
[102] 2024 NCTCOG amendment
[103] 2024 NCTCOG amendment

Table 3206.2, footnote j; amend and add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

Section 4104.2 Open-flame cooking devices; amend to read as follows:

4104.2 Open-flame Cooking Devices. Charcoal burners and other open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated or located on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.

3. LP-gas cooking devices having LP-gas containers with a water capacity not greater than 2-1/2 pounds [nominal 1-pound (0.454 kg) LP-gas capacity].[104]

Section 5601.1.3 Fireworks; amend to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Only when approved fireworks displays, storage and handling are allowed in Section 5604 and 5608,

2. The use of fireworks for approved display as permitted in Section 5608. The presence or use of fireworks within the jurisdiction of the City of Celina in violation of this ordinance is hereby declared to be a common and public nuisance. The restrictions of this Section shall be applicable and in force throughout the territory of the City of Celina, Texas, and extending for a distance outside the City limits for a total of 5,000 feet; provided that this Section shall not be in effect within any portion of such 5,000 feet area which is contained within the territory of any other municipal corporation.

Section 5703.6 Piping systems; amend to read as follows:

5703.6 Piping system. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11.An approved method of secondary containment shall be provided for underground tank and piping systems.

Section 5704.2.11.4 Leak prevention; amend to read as follows:

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

[104] 2024 NCTCOG amendment. Relocated from a different section. This is current practice.

Section 5704.2.11.4.2 Leak detection; amend to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5704.2.11.4 Leak prevention; amend to read as follows:

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling sump at the corners of the excavation with a minimum of 4 sumps. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers. A minimum of two are required.

Section 5707.4 Mobile fueling areas; add paragraph to read as follows:

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

Appendix B Fire-Flow requirements for buildings Table B105.2; amend footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

{Appendix D Fire Apparatus Access Roads amendments}

Section D102.1; amend to read as follows:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with a concrete surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds (38 556 kg).

Section D103.4; amend to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	24	None required
151–500	24	120-foot Hammerhead, 60-foot “Y” or 100-foot diameter cul-de-sac

501–750	26	120-foot Hammerhead, 60-foot “Y” or 100-foot diameter cul-de-sac
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

Section D103.5; amend Item 1 to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 24 feet (7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

Section D103.6; amend to read as follows:

D103.6 Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or "FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face and the top of the curb. The Fire Code official has the authority to allow an alternative on a case-by-case basis.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or "FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

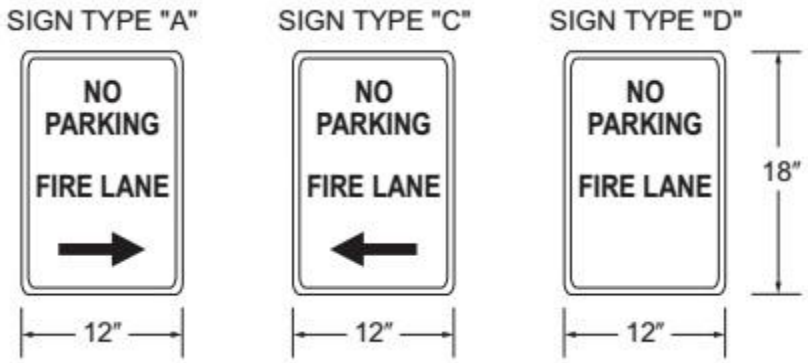


FIGURE D103.6
FIRE LANE SIGNS

Section D103.6.1 and D103.6.2; delete in their entirety.

Section D104; delete in its entirety.

Section D105.3; amend to read as follows:

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved* by the *fire code official*.

Section D106; delete in its entirety.

Section D107; delete in its entirety.

DIVISION 4 RESIDENTIAL CODE

Sec. 3.02.151 - International Residential Code amendments:

The following noted portions of the International Residential Code are hereby amended to read as follows:

Section R102.4 Referenced codes and standards; amend to read as follows:

R102.4 Referenced codes and standards. The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

Section R103.1; amend to read as follows:

R103.1 Creation of enforcement agency. Building Services is hereby created and the official in charge thereof shall be known as the *building official*. (the remainer stays the same)

Section R104.2.3.1 and R1061.4; Flood Hazard areas and Information for construction in flood hazard areas; delete in their entirety

Section R104.7 Official Records; amend to read as follows:

The building official shall keep official records as required in Sections R104.7.1 through R104.7.5. Such official records shall be retained for as long as the building or structure to which such records relate remains in existence, unless otherwise provided by other regulations

Section R105.2; Work exempt from permit: Building: Delete # 1, 2, 5, and 10, re-number as follows

Building:

1. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

2. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

3. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

4. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

5. Swings and other playground equipment.

6. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

R105.3 Application for permit. delete item # 5 – regarding valuation of work

Section R108 Fees; add Section 108.7 to read as follows:

R108.7 Re-Inspection Fee. A fee as established by City Council resolution may be charged when:

1. The inspection called for is not ready when inspector arrives; "Not Ready" is defined as being obviously incomplete. (Example; required element is missing, such as brick ties, on framing/brick-tie inspection, no water on DWV water test, HVAC work incomplete, Electrical work incomplete)
2. No building address is clearly posted; Address must be posted to the following minimums: **T-Pole / Plumbing Rough-in**: On T-Pole brace**, Framing/MEP**: Clearly posted on structure, trash container or sign, **Meter Release or other inspection after dry-in**: Permanent address displayed on structure
3. The project fails twice for the same item
4. Failure to maintain erosion control, trash control or tree protection

Any re-inspection fees assessed shall be paid before your next inspection.

Section R202 Definitions; amend definition of "Townhouse" to read as follows:

TOWNHOUSE UNIT. A single-family dwelling unit separated by property lines in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

Table R301.2 (1) Climatic and geographic design criteria; amend to read as follows:

Delete remainder of table Manual J Design Criteria and footnote N

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN Category	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP [e]	ICE BARRIER UNDER-LAYMENT [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
	Speed (MPH)	Topographic Effects [k]	Special Wind Region [L]	Windborne Debris Zone [m]		Weathering A	Frost Line Depth [b]	Termite [c]					
9 lb/ft	105 (3 sec-gust) 33 FT. ABOVE GROUND Exposure C	No	No	No	A	Moderate	6"	Very Heavy	22^0 F	No	Local Code	150	64.9^0 F

Section R302.1 Exterior walls; add exception #6 to read as follows:

Exceptions: *{previous exceptions unchanged}*

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

Section R302.2.6 Structural independence; delete exception #6:

Exceptions: {previous exceptions unchanged}

Section R302.5.1 Opening protection; amend to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Section R306 Flood Resistant Construction; deleted entire section

Section R308 Site Address; amend to read as follows:

Section R308.1 Address identification. Homes with alleys or mew entrances shall have addresses directly or internally illuminated and visible from the alley or mew as determined by the Fire Marshal's Office.

Section R309.2 One- and two-family dwellings automatic sprinkler systems; amend to read as follows

R309.2 One- and two-family dwellings automatic sprinkler systems Per local ordinance prior to January 1, 2009, that exceed 6000 sq. ft. of A/C area, to include additions, alternations or remodels of existing building, will require Fire sprinklers to be installed. For the purpose of this provision, Fire Walls, shall not define separate buildings.

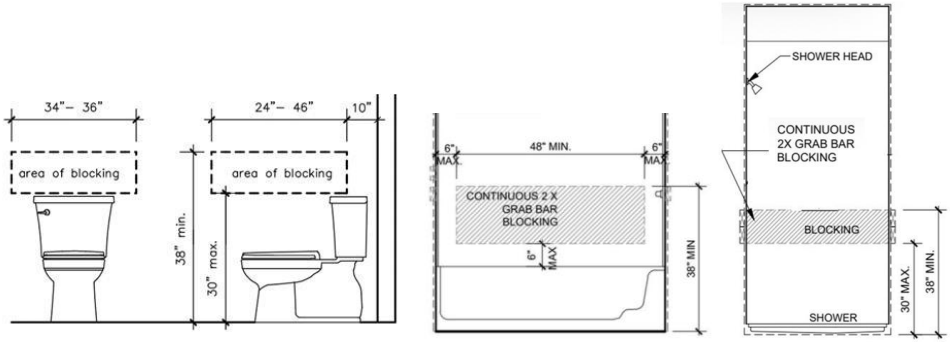
Section R325.2 Bathrooms, Exception; amend to read as follows:

Exception: {existing text unchanged} Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

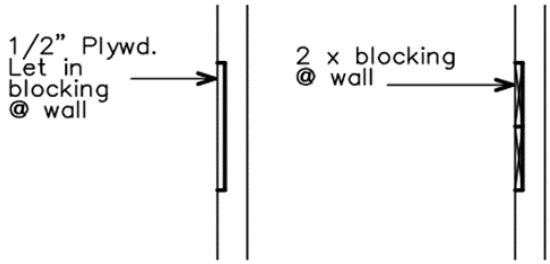
Section R327 Toilet, Bath and Shower Spaces; Add section R327.3 and Section R327.4 to read as follows.

R327.3 Blocking locations. Required at one toilet at grade level with blocking installed at rear wall and, if available, one wall adjacent to toilet and at one tub or shower at grade level. Blocking as shown in Figure R327.3.

1.



R327.4 Wall Blocking. Blocking may be ½" plywood or 2 x solid wood blocking or equivalent, flush with wall as shown in Figure R327.4.



Section 328 Swimming Polls. Spas and Hot Tubs; add Section R301.1.1 to read as follows:

Section 328.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception: A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

Section R401.2, amend to add a new paragraph to read as follows.

Section R401.2. Requirements. *{Existing text unchanged} …* Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

Section 602.6.1; amend to read as follows:

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {Remainder unchanged}

Figure R602.6.1; delete the figure and insert the following figure:

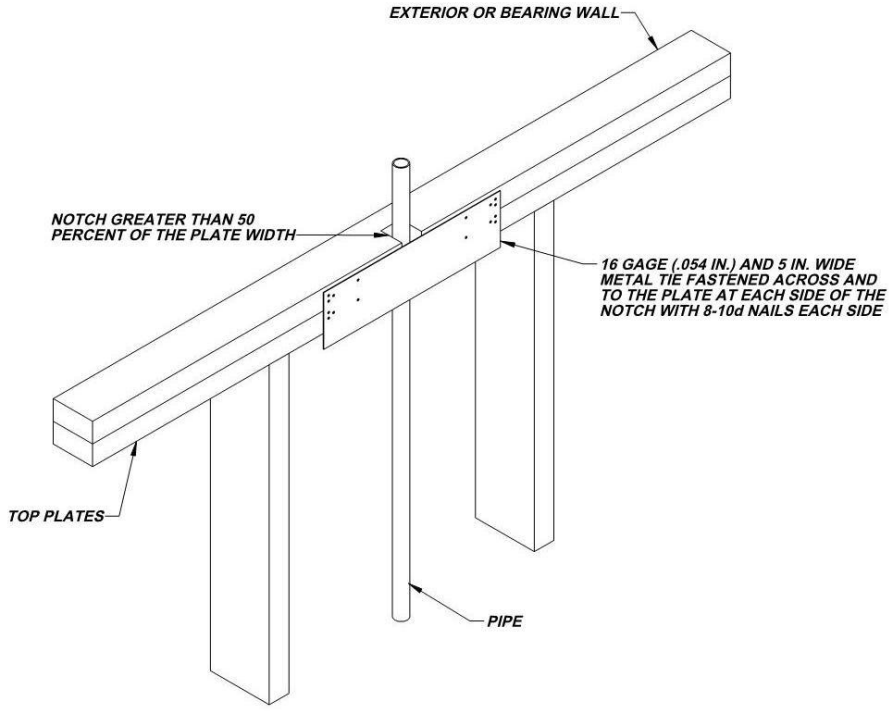


Table R603.7(2) Header to King Stud Connection Requirements; change footnotes to read as follows:

a. All screw sizes shown are minimum size, not to exceed 2 sizes larger.
b. {delete}
c. {delete}
d. {unchanged}

Section R703.8.4.1; add section R703.8.4.1.2 Veneer ties for wall studs to read as follows:

R704.8.4.1.2 Veneer Ties for wall studs
In stud framed exterior wall**s**, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

Section R1005.7 Factory-built chimney offsets; amend to read as follows:

R1005.7 Factory-built chimney offsets.
Where a factory-built chimney assembly incorporates offsets or where a fireplace manufacturer's instructions do not address factory-built chimney offsets, no part of the chimney shall be at an angle of more than 30 degrees (0.52 rad) from vertical at any point in the assembly and the chimney assembly shall not include more than four elbows.

Section R1005.9 Factory-built chimney offsets; delete in its entirety

Chapter 11 [RE] – Energy Efficiency is deleted in its entirety; Reference the 2024 IECC for energy code provisions and recommended amendments

***Section M1305.1.2 Appliances in attics; amend to read as follows*:**

M1305.1.2 Appliances in attics. *Attics* containing *appliances* requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the *appliance* where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for *access* to the attic space, provide one of the following:

1. A permanent stair.

2. A pull-down stair with a minimum 300 lb. (136 kg) capacity and pulled to the open position prior to inspection for attic access or ability to open without the use of a ladder.

3. An *access* door from an upper floor level.

   Exceptions:

   1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening *with the approval of the Building Official, Assistant Building Official or Chief Inspectors*

   2. Where the passageway is unobstructed*…{remaining text unchanged}*

Section 1401 General; add section M1401.1.1; to read as follows:

M1401.1.1 Air conditioning equipment. All residential dwelling units shall be designed and installed with an air conditioning system with the ability to condition and maintain conditioned air 20 degrees below the ambient outside air temperature in all habitable spaces.

***Section M1411.9 Condensate disposal; amend to read as follows*:**

M1411.9 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. {Remaining text unchanged}

Section M1411.9.1* Auxiliary and secondary drain systems; amend *Items 3 and 4; to read as follows:

M1411.9.1 Auxiliary and secondary drain systems. *{bulk of paragraph unchanged}*
1. {text unchanged}
2. {text unchanged}
3. An auxiliary drain pan… *{bulk of text unchanged}…* with Item 1 of this section. A water level detection device may be installed only with prior approval of the *building official*.
4. A water level detection device… *{bulk of text unchanged}…* overflow rim of such pan. A water level detection device may be installed only with prior approval of the *building official*

Section M1411.9.1.1 Water-level monitoring devices; amend to read as follows:

M1411.9.1.1 Water-level monitoring devices. On down-flow units …*{bulk of text unchanged}*… installed in the drain line. A water level detection device may be installed only with prior approval of the *building official.*

Section M1503.6 Makeup Air Required; amend and add exception to read as follows:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m3/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the difference between exhaust air rate and 400 cubic feet per

minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Exception*:* Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open**.** Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m3/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m3/s) shall be provided with a makeup air at a rate approximately to the difference between the exhaust air rate and 600 cubic feet per minute.

Section M2005.2 Prohibited locations; amend to read as follows:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required

Section G2408.3 (305.5) Private garages; delete in its entirety.

Section G2415.2 (404.2) CSST; add a second paragraph and exception to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

Section G2415.12 (404.12) Minimum burial depth; amend to read as follows:

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of ~~12~~ 18 inches (457 mm) below grade,

G2415.12.1 (404.12.1) Individual Outdoor Appliances; delete in its entirety

Section G2417.1 (406.1) General; amend to read as follows:

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section G2417.4 (406.4) Test pressure measurements; amend to read as follows:

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the *pressure tests* are made, gauges used to measure… *{remainder unchanged}*

Section G2417.4.1 (406.4.1) Test pressure; amend to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than **3 psig** (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

Section G2417.4.2 (406.4.2) Test duration; amend to read as follows:

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

Section G2420.1 (409.1) General; add Section G2420.1.4 to read as follows:

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

Section G2420.1.1 (409.1.1) Valve approval; add sentence to paragraph to read as follows:

Section G2420.1.1 (409.1.1) Valve approval. (unchanged***)*** All valves servicing cooktops, stovetops, ranges and ovens shall be approved ANSI Z 21.15 valves with full shut off handles. Keyed/handless (Clive) valves will not be allowed for the appliances mentioned only.

Section G2420.1.3 (409.1.3) Access to shutoff valve; add sentence to paragraph to read as follows:

Section G2420.1.3 (409.1.3) Access to shutoff valve. (unchanged) Shutoff valve for cooktops, stovetops, ovens and ranges shall be readily accessible unless approved by Building Official or Chief Building Inspector on per case basis.

Section G2420.5.1 (409.5.1) Located within same room; add text to read as follows:

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve *{bulk of paragraph unchanged}…* in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 6 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

Section G2421.1 (410.1) Pressure regulators; add text and Exception to read as follows:

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be *… {bulk of paragraph unchanged}… approved* for outdoor installation. Access to *regulators* shall comply with the requirements for access to *appliances* as specified in Section M1305.

Exception: A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.

Section G2445.2 (621.2) Prohibited use; add Exception to read as follows:

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the Fuel Gas Code.

Section G2448.1.1 (624.1.1) Installation requirements; amend to read as follows:

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*

Section P2603; amend to read as follows:

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section P2603.5.1 Sewer Depth; amend to read as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section P2604; add section 2604.2.1 Plastic sewer and DWV piping installation to read as follows:

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

P2605.1 General; add text and #6 to list:

P2605.1 General. Piping and expansion tanks … remainder unchanged…

6. Thermal expansion tanks shall be supported to not allow sagging, hangers and anchors shall be of sufficient strength to support tanks and attached to building construction in an approved manner.

Section P2801.5.1 Pan size and drain; amend to read as follows:

Section P2801.5.1 Pan Size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table P2906.5. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Section P2804.6.1 Requirements for discharge piping; amend to read as follows:

Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

   Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.
5. Discharge to an approved location or to the outdoors.

   [remainder unchanged]

Section P2902.5.3; amend to read as follows:

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section P3003.9 Solvent cementing; amend to read as follows:

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Section P3111Combination waste and vent system; delete in its entirety.

Section P3112.2 Vent connection; delete and replace with the following:

P3112.2 Installation Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45)

degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

DIVISION 5 MECHANICAL CODE

Sec. 3.02.201- International Mechanical Code amendments:

The following noted portions of the International Mechanical Code are hereby amended to read as follows

Section 102.8; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

***Section 202; add definition of Effective Dispersal Volume Charge as follows**:*

Effective Dispersal Volume Charge (EDVC). The maximum refrigerant charge permitted for an effective dispersal volume.

Section 202; add definition of Refrigerant Detection System as follows:

Refrigerant Detection System - The product safety standard addresses both refrigerant detection systems and leak detection systems. In the product safety standard, a leak detection system is defined as "a sensing system which responds to refrigerant leaking from a refrigerating system." A leak detection system may include gas sensing, ultrasonic, or other such methods that meet the standards UL 60335-2-40/CSA C22.2 No. 60335-2-40 or UL 60335-2- 89/CSA C22.2 No. 60335-2-89. [ASHRAE 15-2022: 3.1]

Section 202; add definition of Refrigerant Detector as follows:

Refrigerant Detector - "Refrigerant sensor" is another term for refrigerant detector. A refrigerant sensor is a sensing element combined with electronic circuitry that provides a digital output or an analog signal output that corresponds to the sensed refrigerant gas concentration. [ASHRAE 15-2022: 3.1]

Section 306.3 Appliances in attic; amend to read as follows:

306.3 Appliances in attics. Attics containing appliances requiring access shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull-down stair with a minimum 300 lb. (136 kg) capacity.
3. An access door from an upper floor level.

4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:
The passageway and level service space are not required where the appliance is capable of being serviced and removed… {remainder of section unchanged}

Section 306.5.1 Sloped roofs; amend to read as follows:

306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306 Access and service space; add Section 306.6 to read as follows:

306.6 Water heaters above ground or floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 307.2.3 Auxiliary and secondary drain system; amend item 1 to read as follows:

1. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

Section 501.3 Exhaust discharge; add an exception to read as follows:

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.

2. Commercial cooking recirculating systems.

3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.

4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

Section 1104.2 Machinery Room; add an exception to read as follows:

Exception

3. Machinery Rooms are not required when in compliance with ASHRAE 15 Section 7.4.

Section 1104.3.1.1 Group A2L High-Probability Systems; add this section to read as follows:

1104.3.1.1 Group A2L High-Probability Systems. High-probability systems using Group A2L refrigerants shall comply with ASHRAE 15 section 7.6.

Section 1109.2.5 Refrigerant pipe shafts; amend to read as follows:

[Existing text to remain]

Exceptions:

1. [Existing text to remain]
2. Piping in a direct refrigeration system where the refrigerant quantity does not exceed the limits of Table 1103.1 for the smallest occupied space through which the piping passes.
3. [Existing text to remain]

DIVISION 6 FUEL GAS CODE

Sec. 3.02.251 - International Fuel Gas Code amendments:

The following noted portions of the International Fuel Gas Code are hereby amended to read as follows

Section 102.2 Existing installations; add an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

Section 102.8 Referenced codes and standards; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

Section 306.3 Appliances in attic; amend to read as follows:

306.3 Appliances in attics. Attics containing *appliances* shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest *appliance.* The passageway shall be not less than 30 inches (762 mm) high and 22 inches (599 mm) wide and to more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the *appliance.* The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the *appliance.* The clear access opening dimensions shall be not less than 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum access to the attic space shall be provided by one of the following:

1. A permanent Stair.

2. A pull-down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access panel may be used in lieu of items 1, 2 and 3 with prior approval of the Building Official.

Exceptions:

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening with the approval of the Building Official.
2. Where the passageway is not less than 6 feet (1829 mm) high and 22 inches (559 mm) wide for its entire length, the passageway shall be not greater than 50 feet (15,250 mm) in length.

Section 306.5.1 Sloped roofs; amend to read as follows:

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306 Access and service space; add Section 306.7 with exception and subsection 306.7.1 to read as follows:

306.7 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10-gallon water heater (or larger when approved by the *code official*) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 401.5 Identification; add a second paragraph to read as follows:

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

Section 404.12 Minimum burial depth; amend to read as follows:

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade.

Section 404.12.1 Individual outside appliances; delete in its entirely

Section 406.1 General; amend to read as follows:

406.1 General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to

determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and tests shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section 406.4 Test pressure measurement; amend to read as follows:

> **406.4 406.4 Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Spring type gauges do not meet the requirement of a calibrated gauge.

Section 406.4.1 Test pressure; amend to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 15 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 50 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

Section 409.1 Valve approval; add Section 409.1.4 to read as follows:

409.1.4 Valves in CSST installations Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

Section 409.1.1 Valve approval; amend to read as follows:

Section 409.1.1 Valve approval. (unchanged*)* All valves servicing cooktops, stovetops, ranges and ovens shall be approved ANSI Z 21.15 valves with full shut off handles. Keyed/handless (Clive) valves will not be allowed for the appliances mentioned only.

Section 409.1.3 Access to shutoff valve; amend to read as follows:

Section 409.1.3 Access to shutoff valve. (unchanged) Shutoff valves for cooktops, stovetops, ovens and ranges shall be readily accessible unless approved by Building Official or Chief Building Inspector on a case basis.

Section 409 Shutoff valve; add section 409.8 Shut-off Valve for Outdoor Locations

Section 409.8 Shutoff valve for outdoor locations An emergency shutoff valve shall be installed in a readily accessible location, within sight and labeled for Outdoor Kitchens, Grills, Fire Pits or other appliances requiring gas.

Section 410.1 Pressure regulators; add a second paragraph and exception to read as follows:

Access to regulators shall comply with the requirements for *access* to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

Section 621.2 Prohibited use; add exception as follows:

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

Section 624.1.1 Installation requirements; amend to read as follows:

624.1.1 Installation requirements. The requirements for water heaters relative to *access*, sizing, relief valves, drain pans and scald protection shall be in accordance with the *International Plumbing Code.*

DIVISION 7 PLUMBING CODE

Sec. 3.02.301 - International Plumbing Code amendments:

The following noted portions of the International Plumbing Code are hereby amended to read as follows

Section 102.8 referenced codes and standards; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 13 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the National Electrical Code as adopted.

Section 305.1; amend to read as follows:

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. All plastic piping in direct contact or exposed to concrete shall be sleeved or wrapped with approved material. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section 305.4.1 sewer depth; amend to read as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of **12 inches** (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section 306.2 Trenching and bedding; add section 306.5 to read as follows:

306.2.5 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

Section 401.1 Scope; amend to read as follows:

401.1 Scope. This chapter shall govern the materials, design and installation of plumbing fixtures, faucets and fixture fittings in accordance with the type of *occupancy*, and shall provide for the minimum number of fixtures for various types of occupancies. The provisions of this Chapter coordinate with the provisions of the *Building Code*. Should any conflicts arise between the two chapters, the *Building Official* shall determine which provision applies.

Section 403.1 Minimum number of fixtures; add a second paragraph to read as follows:

403.1 Minimum number of fixtures. Plumbing fixtures shall be proved in the minimum number as shown in Table 403.1, based on the actual use of the building or space. Uses not shown in Table 403.1 shall be considered individually by the building official. The number of occupants shall be determined by the *International Building Code.*

In other than E Occupancies, the minimum number of fixtures in Tabel 403.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduction number and approved by the Building Official.

Table 403.1; add footnote g and h to read as follows:

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

h. Drinking fountains in B occupancies, maybe substituted for water coolers or bottled water cooler/refrigerator.

Section 413.4 Public laundries and central washing facilities; amend to read as follows:

413.4 Required location for floor drains: Floor drains shall be installed in the following areas.

1. In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.

2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.

3. Public restrooms, to include any business occupancy.

4. Closets containing mop/service sinks

Section 502.3 Water heaters installed in attic; amend to read as follows:

502.3 Water heaters installed in attics. **(**Remain the same) As a minimum access to the attic space shall be provided by one of the following:

1. A permanent stair.
2. A pull-down stair rated for 300 lb. minimum.
3. An access door from an upper floor level.

4. Access panel may be used in lieu of items 1, 2 and 3 with prior approval of the Building Official.

Exceptions:

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening with the approval of the Building Official.

2. Where the passageway is not less than 6 feet (1829 mm) high and 22 inches (559 mm) wide for its entire length, the passageway shall be not greater than 50 feet (15,250 mm) in length.

Section 502 Installation; add Section 502.6 to read as follows:

502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

> **Exception:** A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 604.8 Water pressure-reducing valve or regulator; add Section 604.8.3 and section 604.8.3.1 to read as follows:

604.8.3 Thermal expansion control. An expansion tank or approved device shall be installed for the water heater with the addition of a pressure reducing valve or regulator creating a closed system.

604.8.3.1 Thermal expansion tank support. Thermal expansion tanks shall be supported to not allow sagging, hangers and anchors shall be of sufficient strength to support tanks and attached to building construction in an approved manner.

Section 608.17.1.1 Carbonated beverage dispensers; amend to read as follows;

Section 608.17.1.1 Carbonated beverage dispensers. The water supply connection to each carbonated beverage dispenser shall be protected against backflow by a reduced pressure principle backflow preventer conforming to ASSE 1013 or by an air gap. The portion of the backflow preventer device downstream from the second check valve of the device and the piping downstream therefrom shall not be affected by carbon dioxide gas.

Section 608.17.1.2 Coffee machines and noncarbonated drink dispensers; amend to read as follows;

Section 608.17.1.2 Coffee machines and noncarbonated drink dispensers. The water supply connection to each coffee machine and each noncarbonated beverage dispenser shall be protected against backflow by a reduced pressure principle backflow preventer conforming to ASSE 1013 or ASSE 1024, or protected by an air gap.

Section 608.17.5 Connections to lawn irrigation systems; amend to read as follows:

608.17.5 Connections to lawn irrigation systems.
The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section 703.6 Combined sanitary and storm public sewer; delete in its entirety

Section 704 Drainage piping installation; add section 704.5 to read as follows:

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

Section 705.10.2 Solvent cementing; amend to read as follows:

705.10.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A **purple primer** that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Section 712 Sumps and ejectors; add Section 712.4.3 to read as follows:

712.4.3 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

Section 803 Special waste; add section 803.3 to read as follows:

803.3 Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials

Section 903.1.1 Roof extension unprotected; amend to read as follows:

903.1.1 Roof extension unprotected. All open vent pipes that extend through a roof shall be terminated at least six (6) inches (152 mm) above the roof.

Section 918.3; amend to read as follows.

918.3 Where permitted. Individual, branch and circuit vents shall be permitted to terminate with a connection to an individual or branch-type air admittance valve in accordance with Section 918.3.1. Stack vents and vent stacks shall be permitted to terminate to stack-type air admittance valves in accordance with Section 918.3.2. Air admittance valves shall only be installed with the prior approval of the building official.

Section 1109 Combined Sanitary and Storm Public Sewer; delete in its entirety

Section 1202.1 Nonflammable medical gases; delete Exception 1 and 2.

Chapter 15; ASTM D2321; add to Referenced Standards

ASTM D2321 – Underground Installation of Thermoplastic Pipe for sewers and Other Gravity-Flow Applications – 306.2.5

DIVISION 9 ENERGY CONSERVATION CODE

Sec. 3.02.401 - International Energy Conservation Code amendments:

The following noted portions of the International Energy Conservation Code are hereby amended to read as follows

Section C102/R102 General; add Section C102.1.2 and R102.1.2 (N1101.4.1) to read as follows:

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 (N1101.4.1) Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

Section C403.7.4.1 Non-transient dwelling units.; amend as follows.

C403.7.4.1 Non-transient dwelling units. Non-transient dwelling units shall be provided with outdoor air energy recovery ventilation systems complying with not less than one of the following:

1. The system shall have an enthalpy recovery ratio of not less than 50 percent at cooling design condition and not less than 60 percent at heating design condition.
2. The system shall have a sensible recovery efficiency (SRE) that is not less than 65 percent at 32°F (0°C) and in Climate Zones 0A, 1A, 2A and 3A shall have a net moisture transfer (NMT) that is not less than 40 percent at 95°F (35°C). SRE and NMT shall be determined from a listed value or from interpolation of listed values at an airflow not less than the design airflow, based on testing in accordance with CAN/CSA C439.

Exceptions:

a. Non-transient dwelling units in Climate Zone 3C.
b. Non-transient dwelling units with not more than 500 square feet (46 m^2) of conditioned floor area in Climate Zones 0, 1, 2, 3, 4C and 5C.
c. Enthalpy recovery ratio requirements at heating design condition in Climate Zones 0, 1 and
d. Enthalpy recovery ratio requirements at cooling design condition in Climate Zones 4, 5, 6, 7 and
e. Dwelling units using ventilation systems per the Fan Efficacy Table in R406/R403.6, shall be considered in compliance.

Section C405.2.10 Sleeping unit and dwelling unit lighting and switched receptacle controls; delete in its entirety.

Section R105.2.2 Solar Ready System; delete in its entirety.

Section R106.3 Permit Valuation; delete in its entirety.

Section R202 (N1101.6) Definitions; add the following definition:

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

Section R202 (N1101.6) Definitions; add the following definition:

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change it performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

Section R401.2.1 Prescriptive Compliance Option; delete reference to R408.

Table 402.1.2 (1102.1.2) Maximum Assembly/Climate Zone items: amend table as follows.

TABLE R402.1.2 (N1102.1.2) - MAXIMUM ASSEMBLY U-FACTOR AND FENESTRATION REQUIREMENTS

Portions of table not shown remain unchanged.

CLIMATE ZONE	*2*	*3*
Attic Roofline U-factor[f]	*0.035*	*0.035*

f. Air-impermeable insulation located at the attic roofline but below the roof deck may be used if mechanical equipment and air distribution system are located entirely within the building thermal envelope. "Air-impermeable" shall be defined as having an air permeance not exceeding 0.02 L/s-m 2 at 75 Pa pressure differential tested according to ASTM E 2178 or ASTM E 283.

Table 402.1.3 (N1102.1.3) Insulation/Climate Zone items: amend table as follows.

TABLE R402.1.3 (N1102.1.3) - INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT

Portions of table not shown remain unchanged.

CLIMATE ZONE	*2*	*3*
attic roofline R-value[i]	*30+0ci*	*30+0ci*

i. Air-impermeable insulation of R-30 & 0 or greater located at the attic roofline but below the roof deck may be used if mechanical equipment and air distribution system are located entirely within the building thermal envelope. "Air-impermeable" shall be defined as having an air permeance not exceeding 0.02 L/s-m 2 at 75 Pa pressure differential tested according to ASTM E 2178 or ASTM E 283.

Section R402.2.10 (N1102.2.10) Slab-on-grade floors; amend as follows.

Exception: Slab-edge insulation is not required in jurisdictions designated by the *code official* as having a moderate to heavy or very heavy termite infestation probability.

Section R402.5.5 (N1102.5.5) Air-sealed electrical and communication outlet boxes; amend as follows.

Section R402.5.5 (N1102.5.5) Air-sealed electrical and communication outlet boxes. Air-sealed electrical and communication outlet boxes that penetrated the *air barrier* of the *building thermal envelope* shall be caulked, taped, gasketed or otherwise sealed to the *air barrier* element being penetrated. Air-sealed boxes shall be buried in or surrounded by insulation. Air-sealed boxes shall be tested and marked in accordance with NEMA OS 4. Air-sealed boxes shall be installed in accordance with the manufacturer's instructions.

Exception: Boxes may be air-sealed in the field using caulk, tape, gasket or other approved method to prevent air leakage through the box in lieu of NEMA OS 4 boxes. Boxes air-sealed in the field shall be sealed to the air barrier element being penetrated and installed in accordance with manufacturer's instructions

Section R404.2 (N1104.2) Interior lighting controls; delete in its entirety.

TABLE R405.4.2(1) (N1105.4.2(1)) - SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS: amend table as follows.

***TABLE R405.4.2(1) (N1105.4.2(1)) SPECIFICATIONS FOR THE STANDARD REFERENCE AND* PROPOSED DESIGNS**

Portions of table not shown remain unchanged.

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Foundations	Type: same as proposed.	As proposed
	Foundation wall or slab extension above grade: 1 foot (30cm) Foundation wall or slab extension below grade: same as proposed Foundation wall or slab perimeter length: same as proposed Soil characteristics: same as proposed.	As proposed
	Foundation wall U-factor and slab-on-grade F-factor: as specified in Table R402.1.2.[n]	As proposed

For SI: 1 square foot = 0.93 m2, 1 British thermal unit = 1055 J, 1 pound per square foot = 4.88 kg/m2, 1 gallon (US) = 3.785 L, °C = (°F-32)/1.8, 1 degree = 0.79 rad.

n. In accordance with Section R402.2.10, a maximum *F*-factor of 0.73 shall apply for the reference design in jurisdictions designated by the *code official* as having a moderate to heavy or very heavy termite infestation probability.

***TABLE R406.5 (N1106.5) MAXIMUM ENERGY RATING INDEX; amend to read as follows**:*

TABLE R406.5 *(N1106.5)* [2]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX NOT INCLUDING OPP	ENERGY RATING INDEX WITH OPP
2	59	
3	59	

[2] The table is effective from September 1, 2022 to August 31, 2025.

TABLE R406.5 *(N1106.5)* [3]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX NOT INCLUDING OPP	ENERGY RATING INDEX WITH OPP
2	57	
3	57	

[3] The table is effective from September 1, 2025 to August 31, 2028.

TABLE R406.5 *(N1106.5)* [4]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX NOT INCLUDING OPP	ENERGY RATING INDEX WITH OPP
2	55	
3	55	

[4] This table is effective on or after September 1, 2028.

Section R408 Additional Efficiency Requirements; delete in its entirety.

TABLE R406.4 *(N1106.4)* [3]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	57
3	57

[3] The table is effective from September 1, 2025 to August 31, 2028.

TABLE R406.4 *(N1106.4)* [3]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	55
3	55

[4] This table is effective on or after September 1, 2028.

Section R408 ADDITIONAL EFFICIENCY PACKAGE OPTIONS; delete in its entirety.

DIVISION 10 PROPERTY MAINTENANCE CODE

Sec. 3.02.451 - International Property Maintenance Code amendments:

The International Property Maintenance Code is hereby adopted as it is written.

DIVISION 11 SWIMMING POOL AND SPA CODE

Sec. 3.02.501 - International Swimming Pool and Spa Code amendments:

The following noted portions of the International Swimming Pool and Spa Code are hereby amended to read as follows

Section 102 Applicability; Section 102.9 Other laws; amend to read as follows:

Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to;

1. Texas Department of State Health Services (TDSHS); *Standards for Public Pools and Spas;* §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings).
2. *Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS*), TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242.* (TAS rules do not apply to pools serving one- and two-family dwellings).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

Section 103.1 Creation of enforcement agency; amend to read as follows:

Section 103.1 Creation of enforcement agency. The Building Inspections Department of the City of Celina is hereby created and the official in charge thereof shall be known as the *code official*. The Health Department of the City of Celina is hereby created and the official in charge thereof shall be known as the *code official* for operation and maintenance of any *public swimming pool* in accordance with this code, local and state law.

Section 113.4 Violation penalties; amend to read as follows:

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the authority having jurisdiction**.**

Section 202 definitions; create definition:

Health Department of City of Celina: The Health Department of the City of Celina shall regulate the operation of public pools. Routine inspections on pools and spas open to the public are conducted to document compliance with the standards set forth in State law.

Section 305.1 General; amend to read as follows:

Section 305.1 General The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In one-and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

Section 305.2 Outdoor swimming pools and spas; amend to read as follows:

Section 305.2 Outdoor swimming pools and spas. All outdoor aquatic vessels and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7 and in accordance with the Texas Administrative Code, Texas Health and Safety Code 757 for public pools.

Section 305.2.8 Chain link dimensions; add section 305.2.8.1 to read as follows:

Section 305.2.8.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

Section 305.4 Structure wall as a barrier; amend to read as follows:

Section 305.4 Structure wall as a barrier. Where a wall **of a one and two family dwelling or townhouse or its accessory structure serves** as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Remainder Unchanged
2. Remainder Unchanged
3. Remainder Unchanged
4. Remainder unchanged
5. Remainder unchanged
6. Remainder unchanged

Section 305.6 Natural barriers; amend to read as follows:

305.6 Natural barriers used in a one and two family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

Section 307.1.4 Accessibility; add exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 307.2.2. Material and structural design add Section 307.2.2.2 to read as follows:

Section 307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:
A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

Section 310.1 General: amend to read as follows:

310.1 General. Suction entrapment avoidance for aquatic vessels shall be provided in accordance with APSP 7 or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190 **[remainder unchanged]**

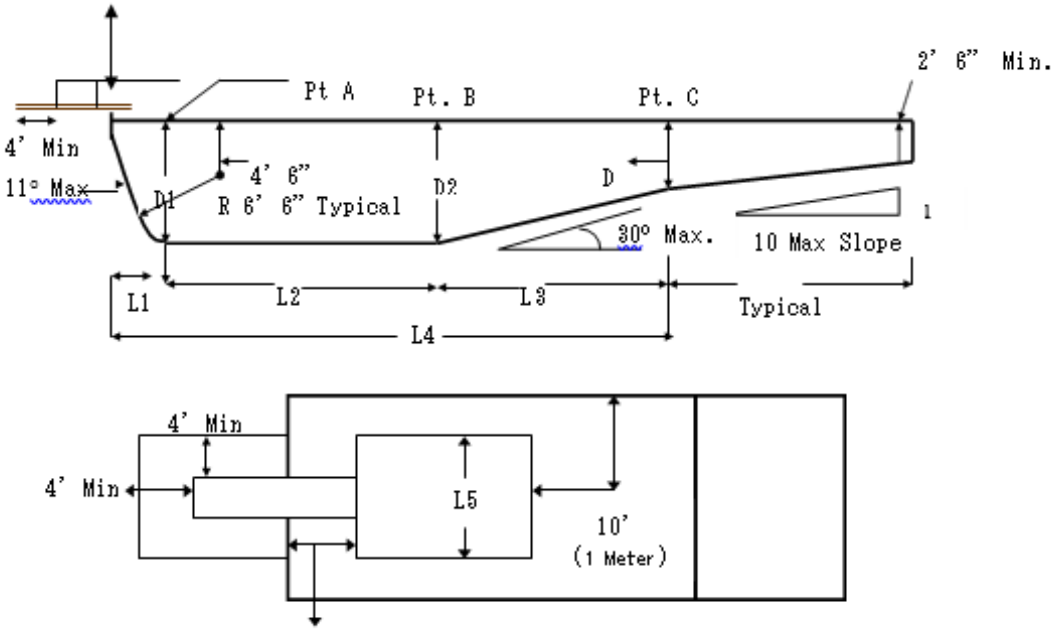
Section 402.12 Water envelopes; amend to read as follows:

Section 402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6). (Delete Table 402.12 and Figure 402.12)

: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plummet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plummet to Adjacent Plummet	10 ft.	10 ft.	10 ft.

H (Overhead Obstruction or Ceiling)



(Reason: To avoid conflict with 25 TAC Chapter 265)

Section 411.2.1 Tread dimensions and area & 411.2.2 Risers: amend to read as follows:

Section 411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.

Section 411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero.

Section 411.5.1 Swim outs & 411.5.2 Underwater seats and benches: amend to read as follows:

Section 411.5.1 Swim outs. Swim outs, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface

Section 411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
6. Unchanged

7. Unchanged

Section 610.5.1 Uniform height of 9 inches: amend to read as follows:

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (254 mm). The bottom riser height shall be permitted to vary from the other risers.

Section 804 Diving Water Envelopes: amend to read as follows:

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

DIVISION 12 EXISTING BUILDING CODE

Sec. 3.02.551 - International Existing Building Code amendments:

The following noted portions of the International Existing Building Code are hereby amended to read as follows

Section 102.4 Referenced codes and standards; amend to read as follows:

Section 102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2. **(remainer unchanged)**

Section 102.4.3 add to read as follows:

102.4.3 Electrical. The provisions of the local adopted Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 104.2.4.1 Flood hazard areas; delete in its entirety

Section 104.3.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas; delete in its entirety

Section 202 Definitions; amend definitions of Existing Building:

Existing Building - A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy or use.

Section 302.2 Additional Codes; amend to read as follows:

302.2: Additional Codes
Alterations, repairs, additions and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy or relocation, respectively, in this code and the International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Private Sewage Disposal Code, International Property Maintenance Code, International Residential Code and NFPA 70 and any other Codes or other ordinances adopted by the authority having jurisdiction. Where provisions of the other codes conflict with provisions of this code, the provisions of this code shall take precedence.

Section 303 Storm Shelters; delete in its entirety

Section 306.1 Scope; add exceptions to read as follows:

Exceptions:

1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 401.3 Flood Hazard Areas; delete in its entirety.

Section 405.2.6 Flood Hazard Areas; delete in its entirety.

Section 502.3 Flood hazard areas; delete in its entirety.

Section 503.2 Flood hazard areas; delete in its entirety.

Section 503.18 Enhanced classroom acoustics; add exception to read as follows:

Exception: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

Section 504.1.2 Existing fire escapes; amend to read as follows:

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

Section 504.1.3 New fire escapes; delete in its entirety.

Section 507.3 Flood hazard areas; delete in its entirety.

Section 701.3 Flood Hazard Areas; delete in its entirety.

Section 702.7 Material and methods; amend to read as follows:

Section 702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joint penetrations, and continuity of any element, component, or system in the building.

Section 802.5.1 Minimum requirement; amend to read as follows:

Section 802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

Section 803.1 Scope; add sentence to end of paragraph to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 803.2.6 Supervision; change exception to read as follows:

Exception: Supervision is not required where the Fire Code does not require such for new construction.

Section 803.3 Standpipes; amend to read as follows:

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements. ***{Delete rest of Section 803.3}***

Section 804.2 General; Delete Exception #1; renumber accordingly.

Exception 1. unchanged

Section* 804.5.1.2*; amend to read as follows:

804.5.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required, an existing fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

Section* 804.5.1.2.1*; amend to delete 3 and read as follows:

804.5.1.2.1 Fire Escape access and details - …

1. [Remain unchanged]
2. Access to a fire escape shall be through a door...
3. *[Remain unchanged]*
5. In all buildings of Group E occupancy up to and including the 12th grade, buildings of Group I occupancy, boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

Section 804.7.2 Transoms; add language to read as follows:

804.7.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies, ….[Remainder unchanged]

Section 904.1 Automatic sprinkler systems; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 904.1.1 High-rise buildings; amend to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of high-rise buildings.

Section 1011.2.1: amend to read as follows:

1011.2.1 Automatic Fire sprinkler system. The installation of an automatic sprinkler system shall be required where there is a change of occupancy classification and Chapter 9 of the current International Building Code requires an automatic sprinkler system based on the new occupancy or where there is a change of occupancy within the space where there is a different fire protection system threshold requirement in Chapter 9 of the current International Building Code than exists in the current building or space. The installation of the automatic sprinkler system shall be required within the area of the change of occupancy and areas of the building not separated horizontally and vertically from the change of occupancy by fire barrier or fire wall.

Section 1103.3 Flood hazard areas; delete in its entirety.

Section 1201.4 Flood hazard areas; delete in its entirety.

Section 1301.3.2 Compliance with other codes; amend to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

Section 1301.3.3 Compliance with Flood Hazard Provisions; delete in its entirety.

Section 1402.6 Flood Hazard Areas; delete in its entirety.

[F] Section 1502.1 Site safety plan; amend to read as follows:

[Existing text remains] The plan shall be submitted and approved by the Fire Department before a building permit is issued, [Remainder of Existing text remains]

[F] Section 1502.3.1 Violations; amend to read as follows:

Failure to properly conduct, document and maintain documentation required by this section shall constitute an unlawful act in accordance with Section 113.1 and shall result in the issuance of a notice of violation, by the Fire code official, to the site safety director. Upon the third offense, the Fire code official, based on their findings, shall request a stop work order enforcement be implemented to the code official in accordance with Section 114, and work shall not resume until satisfactory assurances of future compliance have been presented to and approved by the code official

Section 1512; delete Section 1512.1 through 1512.5 and add Section 1512.1 to read as follows:

1512.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. The water supply design and the timing of the water supply installation relative to building construction shall comply with the adopted Fire Code.

SECTION 4

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 5

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 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

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) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

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 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.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of January, 2026.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney

Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Robert Ranc, City Manager, Karla Stovall, Assistant City Manager
Date: January 13, 2026

Agenda Item:
Consider and act upon a Resolution ordering and calling a General Election for the purpose of electing a Mayor, a Councilmember for Place 4, and a Councilmember for Place 5 for three (3) year terms each; authorizing a Joint Election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 2, 2026. (Owens)

Background Information:
The purpose of this agenda item is for City Council to consider a Resolution calling the annual General Election for May 2, 2026, in accordance with the Celina Home Rule Charter and the Texas Election Code.

For the May 2, 2026, election date, political subdivisions are required by state law to order a general election by Friday, February 13, 2026. Mayor, City Council Place 4, and City Council Place 5, will go to the voters at the upcoming election. Staff recommends ordering the election in January to allow for any amendments to the order that might be needed.

The first day to file an application for a place on the ballot is January 14th, and the last day is February 13th at 5 p.m. Candidate packets can be found online at the City's website or can be picked up in person at the City Secretary's Office.

Legal Review:

Supporting Documents:
1. Resolution - Order of Election
2. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A MAYOR, COUNCILMEMBER FOR PLACE 4, AND A COUNCILMEMBER FOR PLACE 5 FOR THREE (3) YEAR TERMS EACH; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF EACH COUNTY TO BE HELD ON MAY 2, 2026; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001(a)(1) of the Texas Election Code (hereinafter the "Code") establishes the first Saturday in May as a Uniform Election Date for the purposes of conducting a General or Special Election; and

WHEREAS, Chapter 271 of the Code provides for joint elections between municipalities and school districts; and

WHEREAS, Section 3.004(a)(3) of the Code provides that the governing body of a municipality shall be the authority to order a General or Special Election; and

WHEREAS, Section 3.005(c) of the Code provides that an election ordered by an authority of a municipality shall be ordered not later than the 78th day before Election Day; and

WHEREAS, Section 31.092 of the Code provides that the County Election Officer (the "Election Officer") may contract with the City to perform election services; and

WHEREAS, the City, the Celina Independent School District and Collin County Community College (Collin County only), will contract with Denton County and Collin County, Texas through its Election Officer to perform election services pursuant to Section 31.091; and

WHEREAS, Section 2.053 of the Code provides that a City Council may, in its discretion, declare a candidate elected to office if: (1) the candidate is the only person who has qualified to appear on the ballot for that office, and (2) no write-in candidates have submitted their names to be placed on the list for write-in candidates; and

WHEREAS, the City Council desires to and hereby calls a General Election to be conducted on May 2, 2026, to elect a Mayor, one (1) Councilmember for Place 4, and one (1) Councilmember for Place 5 for three (3) year terms each.

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

SECTION 1
INCORPORATION

That all of the above premises are true and correct and are hereby incorporated in the body of this Resolution as if fully set forth herein.

SECTION 2
DATE OF ELECTION

That it is hereby ordered that a General Election, including any necessary run-off election(s) (the "Election") shall be held in and throughout the City of Celina on Saturday, May 2, 2026, under the direction and administration of the Election Officers.

SECTION 3
PURPOSE OF ELECTION

That the purpose of said General Election is to elect a Mayor, Councilmember for Place 4, and a Councilmember for Place 5, for three (3) year terms each.

SECTION 4
APPLICATION FOR A PLACE ON THE BALLOT

That any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the office(s) hereinbefore set forth by filing the person's sworn application with the City Secretary not later than 5:00 p.m. of the 78th day before election day, and not earlier than the 30th day before the date of the filing deadline.

SECTION 5
CANCELLATION OF ELECTION

If only one person who has qualified to appear on the ballot for each office hereinbefore set forth, and no write-in candidates have submitted their names to be placed on the list for write-in candidates, the City Council may declare the candidates elected to office and cancel the election called herein.

SECTION 6
ELECTION PRECINCT, POLLING PLACE, AND HOURS

The polling place in Collin County for the Election shall be posted at a time when determined by the Collin County Elections Administrator. The polling place in Denton County for the Election shall be posted at a time when determined by Denton County Elections Administrator. In

accordance with Section 41.031 of the Code, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election.

SECTION 7
APPOINTMENT JUDGES AND CLERKS

The Election Officers shall arrange for the appointment, notifications, training and compensation of all Election Judges and Alternate Judges in accordance with law. The presiding Judge shall appoint not less than two (2) nor more than nine (9) qualified elections clerks to serve and assist in the conduct of the election in accordance with law.

SECTION 8
COMPENSATION OF THE JUDGE AND CLERKS

The Election Judge and the Alternate Election Judge shall be compensated in accordance with Section 32.091 of the Code. The Election Judge or Clerk who delivers the returns of the Election, keys to the ballot boxes or other election equipment, and unused election supplies shall also be paid the additional sum of $25.00 for delivering such materials. Any payment referred to in this Section shall not exceed the maximum amounts set forth in Sections 32.091 and 32.092 of the Code.

SECTION 9
METHOD OF VOTING

The Election Officer(s) is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of a Direct Record Electronic Voting System. Preparation of the official ballots for the Election shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for Mayor, one (1) Councilmember for Place 4, and one (1) Councilmember for Place 5.

SECTION 10
GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Code, and the Home Rule Charter, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 11
PUBLICATION AND POSTING OF NOTICE

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the

meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition, thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

SECTION 12
EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., 102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, a101, Denton, Texas. Additional branch locations will be identified in the contract executed with the Collin County and Denton County Elections Administrators. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 20, 2026, and terminating on Tuesday, April 28, 2026, except that early voting on April 27, 2026, and April 28, 2026, shall be between the hours of 7:00 a.m. and 7:00 p.m., and (Collin County only) Saturday, April 25, 2026, (7:00 a.m. to 7:00 p.m.). Early voting will not be conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 21, 2026.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for Mayor, one (1) Councilmember for Place 4, and one (1) Councilmember for Place 5 for three (3) year terms each. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

SECTION 13
DELIVERY OF RETURNS

Pursuant to Section 66.051 of the Code, immediately after the closing of the poll on the day of the Election, the election officers named in this Ordinance shall make four (4) copies of the returns.

The returns shall be delivered as follows: The Election Judge shall deliver envelope #1 in person to the presiding officer of the local canvassing authority. If the presiding officer of the local canvassing authority is unavailable, the envelope shall be delivered to the general custodian of election records who shall then deliver it to the local canvassing authority before the time set for convening the local canvass. The Election Judge shall deliver envelope #2 to the general custodian of election records. The Election Judge shall retain envelope #3. The Election Judge shall deliver envelope #4 in person to the voter registrar. If the voter registrar is unavailable, the envelope shall be delivered to the general custodian of election records, who shall deliver it to the voter registrar on the next regular business day. All election records and supplies shall be preserved by the Elections Administrator/City Secretary in accordance with the Code.

SECTION 14
CANVASSING OF RETURNS

In accordance with Section 67.003 of the Code, the City Council shall canvass the returns not earlier than May 5, 2026, or later than May 13, 2026.

SECTION 15
NECESSARY ACTIONS

The Mayor, City Council, Election Officer and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 16
SEVERABILITY CLAUSE

It is hereby declared to be the intent of the City Council of the City of Celina that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 17
EFFECTIVE DATE

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, this the 13th day of January 2026.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

ORDER OF ELECTION
MAY 2026

January 13, 2026

PURPOSE OF ITEM

- Ordering General Election for the purpose of electing a Mayor, Councilmember for Place 4, and a Councilmember for Place 5.
- Authorizing a Joint Election with the Collin County Elections Department and the Denton County Elections Department.
- Election will be May 2, 2026, 7 AM to 7 PM.

QUESTIONS?

Life Connected.

Fire
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: January 13, 2026

Agenda Item:
Consider and act upon a twenty-year agreement with Zapstand, LLC through a cooperative contract with TXShare (Contract #2024-074) for installation, maintenance and monitoring of AEDs at Old Celina Park and the Pavilion on the Square with an initial cost of $28,000.00 (for year 1) and an annual maintenance cost of $8,000.00 to include a three (3) percent annual increase for a total expense not to exceed $234,963.00. (Walsh)

Background Information:
The Fire Department requests the purchase of four (4) monitored AED units. Three (3) units will be placed in Old Celina Park, and one (1) unit will be placed near the Gazebo on the Square. The initial cost for Year One is $28,000.00, which includes the upfront cost for the equipment and maintenance. Years 2 - 20 are $8,000.00 per year, plus a 3% annual increase.

The installation of ZAPSTAND public automatic external defibrillators (AEDs) within Old Celina Park and the Downtown Square represents a critical advancement in the City of Celina's public safety infrastructure, ensuring that life-saving technology is immediately accessible during the first few vital minutes of a sudden cardiac arrest emergency.

By strategically placing these highly visible, weather-resistant, and user-friendly units in high-traffic community gathering areas, the City can significantly reduce emergency response times and provide essential support to professional first responders through immediate bystander intervention.

This proactive initiative serves as a testament to Celina's unwavering commitment to the health, security, and preparedness of its residents and visitors alike, fostering a safer environment for all who enjoy the City's prominent public spaces.

The City maintains an executed Interlocal Agreement with the cooperative agency named above.

Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding on developing specifications and avoiding duplication of work.

Legal Review:
Legal and Purchasing have reviewed.

Supporting Documents:
1. Staff Presentation
2. Agreement
3. Exhibit A
4. Exhibit B
5. Exhibit C
6. Exhibit D

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

Staff Recommendation:
Staff recommends the approval.

CONSIDER AND APPROVE CONTRACT WITH ZAPSTAND FOR PUBLIC AED IN PARKS AND DOWNTOWN SQUARE

Fire Department
January 13, 2026

BENEFITS AND PURPOSE

Enhances public safety by providing life-saving equipment in high-traffic public gathering spaces

Improves emergency response times, as sudden cardiac arrest requires immediate intervention before first responders arrive

Supports community health and wellness, particularly for residents and visitors of all ages participating in recreational activities and events

Aligns with national public safety best practices for municipalities and park systems

Provides equitable access to emergency medical resources in outdoor and publicly accessible areas

Assists first responders by increasing the availability of AEDs in areas where large crowds and physical activity are common

Demonstrates the City's proactive commitment to emergency preparedness and resident safety

BACKGROUND

Benefits of ZAPSTAND Public Automatic External Defibrillators for the City of Celina, Texas:

Rapid Access to Life-Saving Care
ZAPSTAND AEDs provide immediate public access to defibrillation in high-traffic areas, improving survival outcomes during sudden cardiac arrest incidents before first responders arrive.

Designed for Outdoor and Public Spaces
ZAPSTAND units are built for outdoor use and are suitable for placement in parks, trails, and the downtown square, ensuring reliability in varying weather conditions common in North Texas.

Highly Visible and User-Friendly
The distinctive design and clear instructions promote quick identification and ease of use by bystanders, supporting effective action during medical emergencies.

BACKGROUND

Enhanced Community Safety and Preparedness
Strategically placed AEDs strengthen the City's emergency preparedness efforts and complement existing public safety resources.

Supports First Responders
Publicly accessible AEDs assist fire and EMS personnel by increasing the availability of life-saving equipment in locations where large gatherings, events, and physical activity occur.

Minimal Maintenance and Long-Term Reliability
ZAPSTAND systems are designed for durability and ease of maintenance, helping reduce long-term operational demands on City staff.

Demonstrates a Proactive Commitment to Public Health
Implementing public AEDs reflects Celina's ongoing commitment to resident and visitor safety, wellness, and modern public safety infrastructure.

IMPACTS AND BENEFITS TO THE CITY

Installing ZAPSTAND public automatic external defibrillators (AEDs) in Celina's parks and downtown square would enhance public safety by providing rapid access to life-saving equipment during sudden cardiac arrest emergencies. Designed for outdoor public spaces, these highly visible and user-friendly units improve emergency response times, support first responders, and increase preparedness in high-traffic community gathering areas. This initiative reflects the City of Celina's proactive commitment to public health, emergency readiness, and resident and visitor safety.

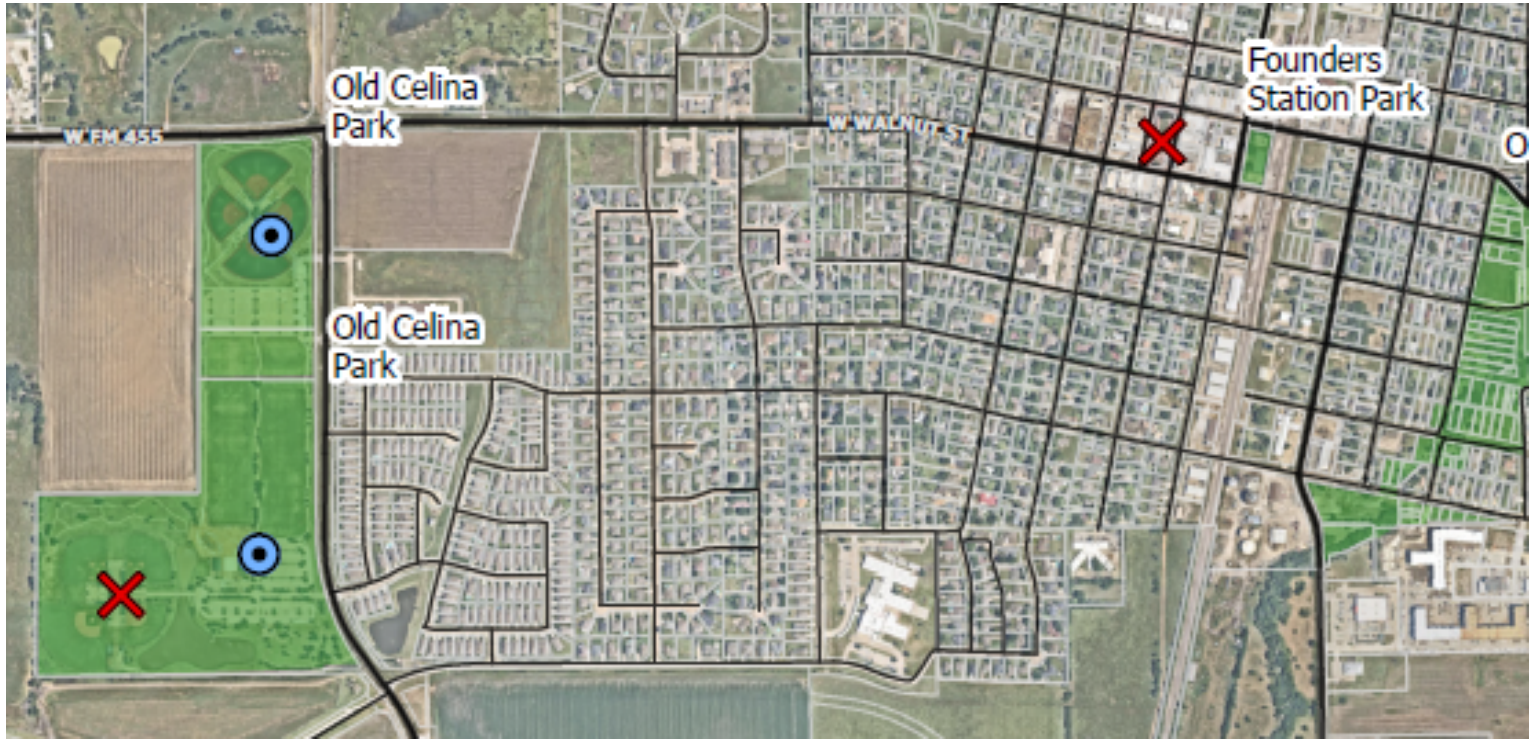
The Agreement includes the purchase of two ZapMount units and two ZapStand units.

Projected Cost for Year 1:

$	10,000.00	One Time Cost - ZapStand Unit 1
$	10,000.00	One Time Cost - ZapStand Unit 2
$	2,500.00	Stand Monitoring & Maintenance - Unit 1
$	2,500.00	Stand Monitoring & Maintenance - Unit 2
$	1,500.00	Mount Monitoriing & Maintenance - Unit 1
$	1,500.00	Mount Monitoring & Maintenance - Unit 2
$	28,000.00	Total Year 1 after rebate

LOCATIONS

Three units will be placed at Old Celina Park and one near the Pavilion on the Square.



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 **ZapStand, LLC** (Provider) for **Managed Equipment Service Levels and Lease Agreement** (Service Agreement). 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:

DEFINITIONS:

City: City of Celina, Texas.

Customer: City of Celina, Texas

Provider: ZapStand, LLC.

Premises: Location sites for each piece of equipment.

EMPLOYMENT OF THE PROVIDER

The City agrees to retain the Provider to **manage the leased equipment and its service levels**. The Provider agrees to provide these services as detailed herein.

CONTRACT PERIOD.

The contract period for this Agreement is 20 years from acceptance of the four units.

SCOPE OF SERVICES.

The Services to be performed are specified below**.** Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing as an amendment to the Agreement.

LEASE TERMS & CONDITIONS

Equipment

Provider is the sole owner of the emergency kiosks with Automatic External Defibrillators ("AEDs") and digital displays (collectively, the "Equipment") that are the subject of the Service Agreement. Customer owns the real property at the site locations approved by Customer for placement of each Unit ("Premises") and is authorized to enter into the Service Agreement.

Provider desires to place the Equipment on the Premises at locations selected by Customer as detailed in Exhibit B for the purpose of deploying emergency AED kiosks for use by Customer's customers and/or the general public.

Upon Provider's request, Customer agrees to grant Provider the right to place the Equipment in certain outdoor locations approved by Customer.

Provider shall be responsible for the installation and maintenance of the Equipment. At the written request of Customer, from time to time, one or more units of Equipment may be added to the Premises hereafter, in which case such additional Equipment shall be subject to the Service Agreement. The Equipment shall not be removed from the Premises except as otherwise provided in the Service Agreement.

Provider shall have the sole and exclusive right to sell, produce, manufacture, and place sponsorships for third parties or Customer on or within the Equipment, subject to the terms and conditions of the Service Agreement.

Damage, Theft, Liability Requirements

Customer shall make no alteration or addition to the Equipment, and shall not permit anyone, other than authorized representatives of Provider, to perform any service, maintenance, removal, or repairs of the Equipment without Provider's prior written approval during the term(s) of the Service Agreement, except as otherwise provided in the

Service Agreement.

In the event that Provider contends that Customer has damaged the Equipment, Provider shall be entitled to submit a claim to Customer, which will be reviewed and considered in accordance with Customer's then-existing policies and procedures governing similar claims.

Availability

Except as otherwise provided in the Service Agreement, Customer agrees, for the term of the Service Agreement, that Customer shall not make the Equipment unavailable, obstruct, or render it inoperable during the normal business hours of the Premises.

Each party shall reasonably notify the other party of any material change that a party becomes aware of in the condition of the Equipment.

Provider shall be responsible for any and all maintenance, repair, improvements, or removal of the Equipment and sponsorship content during the term of the Service Agreement. In addition, Customer shall make the Equipment available to Provider during reasonable business hours for maintenance, repair, improvements, or the like.

Customer Reps & Warranties

Customer warrants that it is the owner of the Premises during the initial term of the Service Agreement. It is lawfully and duly constituted in compliance with all applicable laws, rules, and regulations of the Federal Government, as well as the State, County, and City in which Customer and the Equipment are located, and will observe all laws, rules, and regulations relating to the use, licensing, or operation of the equipment.

Terms Of Payment

Customer shall pay Provider the amounts specified herein. Payment shall be made in the following manner:

- The one-time leasing cost of the Equipment shall be paid by wire transfer or check in installments as follows: 50% at the time Customer signs the Service Agreement, and 50% at the acceptance of and following the installation and activation of all of the Equipment.
- The annual Service Fee shall be paid by wire transfer or check on January 1 of each year of the lease, with the first prorated payment being made on the Customer's acceptance of and following the installation and activation of the Equipment. Customer agrees to pay all service charges and any other amounts due under this managed services agreement for all years of this twenty (20) year agreement, notwithstanding the termination clauses permitted under this agreement.

FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligation should its performance thereof be delayed or prevented by force majeure. Force majeure shall include, but shall not be limited to: hostilities, revolution, riots, strikes, epidemic, accident, fire, flood, earthquake, wind storm, explosion, lack of or failure of transportation facilities or power facilities, regulation or ordinance, any requirement or act of any government or governmental agency having or claiming to have jurisdiction over the subject matter of the Service Agreement or the parties, any act of God, or any cause, which is reasonably beyond the control and without the fault or negligence of the parties.

COMPLIANCE WITH LAWS

Provider shall be responsible for ensuring that it and any sub-provider performing any portion of the work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, applications, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

NEW TECHNOLOGY

If technology advancements occur during the Term (hereinafter defined) of this Agreement, which render the Units, or an element thereof, obsolete, Provider shall promptly replace the obsolete Units or element thereof with new Units or elements thereof with the new technology incorporated therein at Provider's sole cost and expense. In addition, Provider shall use commercially reasonable efforts to: (a) be proactive in identifying opportunities to implement new technologies that will improve and support the Units and the Services; (b) work together with City to identify opportunities to implement new technology which may be advantageous with respect to the Units and the Services; (c) maintain a level of currency, knowledge and technology that allows Provider to take advantage of technological advances with respect to the Units and the Services; and (d) meet with City periodically upon City's reasonable request to discuss any new technology or technology trends that may develop over the Term of this Agreement.

SUBJECT TO ANNUAL APPROPRIATIONS

Provider and Customer acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of Customer, which fiscal year ends on September 30th of each year, shall be subject to the City of Celina City Council approval. In the event that the City Council, only under extraordinary circumstances, does not approve the appropriation of funds for this Agreement, Celina's duties and obligations under this Agreement shall be permanently and irrevocably released at the end of the fiscal year for which funds were appropriated without further action by either party, and the parties shall have no further obligations hereunder, except that:

(a) Celina shall be obligated to pay monies owed to the Provider for Services it has provided pursuant to this Agreement through the end of that fiscal year, provided that Provider is not in breach of this Agreement;

(b) Provider is entitled to keep the Units in place for the remainder of the Term, and should Provider elect to do so, Provider shall continue performance of this Agreement and retain all obligations, duties, rights, and privileges under this Agreement.

In such a case, the City would still be obligated under Section "COMPENSATION AND PRICING" of this Agreement to pay the annual service fee. The Provider would be responsible for rebating the entire service fee to the City within sixty (60) days of payment.

SPECIAL CONDITIONS AND SERVICE LEVELS

Product

ZapStand - Emergency AED Kiosks

Product deployment TWO (2) ZapStand Units and TWO (2) ZapMount Units to be placed in prominent places in Customer's parks, or other high traffic locations owned or controlled by Customer. Provider and Customer will determine the location of the Units by mutual agreement, but Customer retains sole, final discretion on final site selection for placement of Units (Exhibit B)

Provider/Provider

ZapStand, LLC, or its assignee as permitted in the Agreement Documents.

Compensation/Pricing

The costs for ZapStand Units shall be:

- One-time fee of $10,000.00 per ZapStand Unit
- The initial yearly Service Fee (for monitoring, maintenance, etc.), which shall grow at 3% per year, shall be: $6,200.00 per ZapStand Unit. Provider will rebate back to the Customer within 90 days of the payment of the Service Fee an amount of $3,700, such that the **net effect to the Customer is a cost of $2,500 per year + 3% growth for inflation**, growing at 3% each subsequent year, thus reducing the rebate by that amount each year.

The costs for ZapMount Units shall be:

- One-time fee of $2,500.00 per ZapMount Unit
- The initial yearly Service Fee (for monitoring, maintenance, etc.), which shall grow at 3% per year, shall be: $2,500.00 per ZapMount Unit, such that the **net effect to the Customer is a cost of $2,500 per year + 3% growth for inflation.**

Payments

Payments will be processed upon receipt of the invoice and paid with terms of Net 30.

Invoicing

Invoices must be prepared and submitted to the City for payment as follows.

- All Invoices must be numbered, dated, and include the project name, dates of service, services performed, and purchase order number.
- Electronic Submission: AccountsPayable@celina-tx.gov (Preferred Method)
- Mail Submission: Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068.

Managed Equipment Service Levels & Lease Service Agreement.

Provider will execute this Service Agreement for the rental of the Units by Customer, in return for which Provider will assume responsibility for the management, tracking, training, video monitoring, maintenance, remote access control, and support of the Units (collectively, the "Service"), details of the equipment and service to be provided in *Exhibit A – ZapStand Specs*.

Site Preparation

Customer will be responsible for the actual costs of construction of "pad-ready" sites to accommodate installation of the Units by Provider, according to reasonable specifications agreed to between Provider and Customer, which are to be prepared by Provider (cement pads with six anchor points and electricity suitable for Provider (collectively, the "Site Preparation Costs").

Installation

Provider shall install the Units to the satisfaction of Customer. The customer is welcome to oversee the installation at their own cost.

Intellectual Property Rights.

Provider agrees to defend, indemnify, and hold Customer and all its officers, managers, agents, and employees harmless from any claim involving patent right, copyright, or other intellectual property right infringement on goods supplied under the Agreement. This Section shall survive termination of the Agreement.

Insurance

The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit C.** Failure to maintain the required insurance may result in immediate termination of this Agreement, however, there shall be a seven (7) day cure period available to Provider.

Timeline

Provider shall install all Units within 365 days of the agreement date and the deposit payment.

Advertising Rights

During the term of the Service Agreement, Provider will have the exclusive right to enter into agreements for advertisements & sponsorships to be placed on digital screens located within the Units, subject to the

following:

Operation of the Screens

In operating the screens and displaying messages or images on the Units, Provider shall not operate or display messages or images between the hours of 10:00 pm to 7:00 am CST on any day, and otherwise shall conform to all valid and applicable laws and regulations, including laws and regulations pertaining to advertising on display to members of the public on externally visible surfaces. Notwithstanding anything to the contrary herein, Customer will not display any message or image on the Units or the Units' digital screens that, in the reasonable judgment of Customer's City Manager or his/her designee:

- Is false, misleading, or deceptive;
- Promotes the sale or use of tobacco or tobacco substitute products, alcoholic beverages, or illegal drugs, whether directly or indirectly;
- Depicts or promotes violence or anti-social behavior or relates to illegal activity;
- Contains or depicts obscene material, or promotes sexually oriented business;
- Promotes or opposes a candidate for public office, a political party or movement, a measure, or otherwise constitutes political advertising as defined in the Texas Election Code, as it exists or may be amended;
- Holds a person or group of persons up to public ridicule, derision, or embarrassment, or defames a person or group of persons; or
- Contains language or images that are obscene, vulgar, profane, or scatological, or that present a clear-and-present danger of causing riot, disorder, or imminent threat to the public safety, peace, or order.

Provider shall have the right to replace the ZapStand logo at the top of each unit with a sponsor's logo. Provider shall have the absolute right to enter into programmatic advertising agreements.

In the event a message or image is displayed on a Unit or on the digital screen of a Unit in violation of this Section or the Service Agreement, Provider shall permanently remove such message or image no later than 72 hours after receiving written notice of the same from Customer.

Donation of Rotations.

ZapStand will donate two digital rotations to the Customer to promote city events and activities. The customer will have the right to change the creative once each month. All customer-created content is the customer's sole responsibility. These rotations are for the public good and are not to be sold by the Customer.

Confidentiality Agreement.

Customer recognizes that future efforts by Provider to secure business in other areas may be inhibited and damaged by the unauthorized disclosure of any proprietary or trade secret information related to this transaction or to discussions between the parties. As such, Customer agrees to keep all negotiations with Provider involving proprietary or trade secret information, including lease price, valuations, and financial information, strictly confidential, except as otherwise required by applicable law, including, but not limited to, the Texas Public Information Act and the Texas Open Meetings Act.

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 SUBPROVIDER S, 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.

TRANSFER OF INTEREST

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.

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, and other data relating to this Agreement.

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, demotions, 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.

TERMINATION OF CONTRACT - BREACH

The City may terminate this Agreement upon written notice to the Provider if the Provider fails to comply with its terms. If either of the foregoing conditions exists, the City shall notify the Provider, and the Provider shall be given thirty (30~~)~~ 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. Such City approval may not be unreasonably withheld.

RIGHT TO CANCEL

During a 30-day period immediately following the fifth (5th) anniversary of the installation and commissioning date Customer shall have the right to require Provider to remove one (1) or more of the Units if the Customer shall present consistent and documented malfunctioning of the Units, reasonably considered to be cause to require the Units to be removed, which Provider shall have a thirty (30) day Cure Right before any Units are required to be removed. If Customer requires Provider to remove one (1) or more Units, Customer will not be obligated to pay any additional yearly monitoring fees for the removed Units.

NOTICES

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid, or by hand delivery. Notices sent through email must receive a written reply notice from the recipient.

City of Celina	**ZapStand, LLC**
Purchasing	Scott Johnson - CEO
142 N. Ohio Street	6175 Main Street; Ste 350
Celina, TX 75009	Frisco, TX 75034
469-813-4194	214-929-1189
Contracts@celina-tx.gov	Scott@ZapStand.com

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.

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.

PERFORMANCE BY PROVIDER

All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards, 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.

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 results in further damage 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.

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.

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.

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.

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.

Exhibits include:

Exhibit A:	Specifications
Exhibit B:	Equipment Locations
Exhibit C:	Insurance Requirements
Exhibit D:	Advertisement Specifications

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.

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 arising out of this Agreement shall be in Collin County, Texas.

COUNTERPARTS

This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

EFFECTIVE DATE

This Agreement shall be effective upon signature by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CITY OF CELINA	**PROVIDER**
	J Scott Johnson J Scott Johnson (Dec 30, 2025 11:10:52 MST)
Robert Ranc, City Manager	Scott Johnson - CEO Type/Print Name and Title
Date	Dec 30, 2025 Date

ZAPSTAND™

ZAPSTAND™ Co-ordinated AED Emergency Response System:

- ZapStand Pedestrian Emergency Kiosk with AED/EMS Link
- ZapMount Alarmed Mounted Indoor Outdoor Enclosure with Security Camera
- Defibnet SmartCase 24/7 Monitoring of AED Health, Emergency Use, Location, and Presence

Conformant with Defibrillator Guidelines
www.defibrillatorguidelines.com

ISO Certified

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Technical Specifications

Powerheart AED G3/G5 Automatic

AED Operation and Use

The AED shall automatically activate upon lid opening.

The AED shall have voice and text prompts to guide the user through the rescue process in a simple step-by-step manner based on current Resuscitation Guidelines.

The AED shall have RescueCoach™ user–paced voice instructions to guide the user through the rescue process.

The AED shall have a backlit LCD text display, which features rescue prompt, elapsed rescue time, number of shocks administered, and a CPR countdown.

The AED shall have CPR cadence with a metronome sound or verbal prompt, “Press,” to guide compression frequency.

The AED shall have the ability to treat adult patients with the pre-connected defibrillation pads.

The AED shall have pediatric capability with the use of defibrillation pads designed specifically for pediatric patients.

The AED shall automatically detect the type of defibrillation pads. Upon detection, the AED shall utilize the appropriate CPR and shock protocols as defined by the configuration, whether for adult or pediatric use.

The AED shall deliver a shock within 10 seconds (typically) of a shock decision post CPR.

The AED shall have the optional capability to support CPR feedback, providing the rescuer guidance in accordance with current Resuscitation Guidelines.

The AED shall automatically detect if the defibrillation electrode with CPR Feedback is present and provides feedback if it is in use.

The AED shall have the optional capability to support dual language. With a single button press, the device shall change from primary language to an alternate language at any point during a rescue.

The AED shall have the ability to inform the user if the defibrillation pads are expired or previously used.

The AED shall have the ability to inform the user of the status and capacity of the battery via audible alerts, voice and visual prompts.

Shock Delivery – Automatic

The AED shall provide a 3 second countdown prior to automatically delivering shock – if required.

The AED shall confirm shock delivery with both voice and text prompts and advise when the rescuer may touch the patient.

Data Recording and Documentation

The AED shall provide 90 minutes of internal storage.

The AED shall provide multiple rescue functionality.

The AED shall store rescue event, device, configuration, and maintenance data.

The AED shall permit all AED and rescue information to be downloaded via direct connection USB cable to a PC or removable USB flash drive.

The AED shall automatically begin uploading the AED and rescue information when a removable USB drive is detected.

The AED shall summarize rescue data including; time, number of defibrillation shocks given, length of rescue, and status of AED at time of rescue.

Automated Self-Tests

The AED shall perform a daily automated self-test to confirm the presence and function of defibrillation pads, and test the battery, and electronics.

The AED shall perform a weekly automated self-test to confirm the presence and function of the defibrillation pads, and test the battery, electronics, plus conduct a partial charge of the high voltage module.

The AED shall perform a monthly automated self-test to confirm the presence and function of the defibrillation pads, and test the battery, electronics, plus conduct a full energy charge and discharge test to ensure device readiness for full-scale rescue attempts.

The AED shall perform a weekly and monthly automated self-test to confirm the presence and function of the CPR Feedback accelerometer.

The AED shall warn the user with an electromechanical visual indicator and audible alerts if the system fails any of the automated self-tests and is not ready for use.

The audible warning tone will continue to sound every 30 seconds until the lid is opened or battery energy is depleted.

Therapy / Waveform

The AED shall support a waveform that is a Biphasic Truncated Exponential.

The AED shall utilize a shock sequence of “variable” escalating energy.

The AED waveform shall deliver variable energy levels customized to patient impedances between 25 Ohms-175 Ohms.

The AED shall offer user selectable energy settings for adult and pediatric protocols separately.

The AED shall provide therapy within a pediatric energy range of 22J-82J depending on programmed energy settings and patient impedance.

The waveform shall compensate for a patient’s impedance level.

The waveform shall respond to patient's Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances.

The AED shall not shock a patient inadvertently if the patient does not require a shock.

The AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if a shock is necessary.

The AED shall automatically disarm and cancel the shock if the victim's heart rhythm converts from a shockable to a non-shockable heart rhythm after a shock decision is rendered.

The AED shall have 0.08mV asystole threshold, baseline to peak.

The AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

Defibrillation Pads

One pair of pre-connected defibrillation pads shall be included with each AED. The sealed Defibrillation Pad pouch shall include partially exposed lead wire and connector.

Adult Defibrillation Pads shall always be installed and ready to use in AED prior to rescue.

All defibrillation pads, adult or pediatric, shall be single use.

All defibrillation pads, adult or pediatric, shall be disposable.

All defibrillation pads, adult or pediatric, shall be shipped to the customer with a minimum shelf life of two years.

All defibrillation pads, adult or pediatric, shall be non polarized and interchangeable allowing the user to place either pad in the proper body position.

A diagram to assist in proper pad placement shall be available on both pad package and on each individual pad.

The adult and pediatric defibrillation pads shall have a clearly identifiable tabbed region to allow for each pad to be easily removed from the blue plastic liner. And, the blue liner shall include a loop handle to assist in the peeling process.

AED Manager Software

The AED shall provide either 'press faster' or 'press slower' corrective compression rate voice and text prompting when using the CPR Feedback/Adult Defibrillation Electrode set.

The AED shall provide either 'press harder and fully release' or 'press softer' corrective compression depth voice and text prompting when using the CPR Feedback/Adult Defibrillation Electrode set.

The AED's CPR Feedback shall include a non-slip surface and pictoral to denote placement on patient chest.

AED Configuration Options

The AED Manager software, in Administrator mode, shall allow medical directors/administrators or their designees to program devices to meet their protocols for AED use.

Parameters can be programmed on the AED via direct connection with USB cable to a PC or removable USB flash drive.

The AED shall automatically begin uploading the AED and rescue information when a removable USB drive is detected.

The AED Manager software shall allow the AED default language to be configured if it is a dual language device.

The AED Manager software shall provide up to three levels of AED voice / text prompting: basic, standard, and advanced (enhanced).

The AED default start up prompt shall be user selectable.

The administrator shall be able to select CPR First prompting / AED functionality.

The AED Manager software shall allow the user to select shock protocols for both adult and pediatric protocols separately.

The AED Manager software shall allow for adjustment of the VF/VT rate for both adult and pediatric rhythm detection separately.

The AED Manager software shall allow for adjustment of the SVT rate or to turn SVT off for adult rhythm detection.

The AED Manager software shall allow for adjustment of the SVT rate or to turn SVT off for pediatric rhythm detection.

The AED Manager software shall allow the configuration of the maximum shocks per sequence between one shock or three shocks.

The AED Manager software shall allow the administrator to enable or disable same energy after conversion.

The AED Manager software shall allow independent CPR configurations for both adult and pediatric.

The AED Manager software shall allow for CPR feedback customization. This includes determining the rate and depth ranges for which prompt guidance will be given.

The AED clock shall be able to be synchronized to PC clock through direct connection to a PC.

The AED Manager software shall offer administrators to select between a ‘Press’ voice prompt or traditional ‘Ping’ CPR metronome.

AED Physical and Environmental

The AED weight shall not exceed 2.6 kg (5.7lb), which includes AED, battery, and defibrillation pads.

The AED shall be water and foreign object resistant to a minimum of IEC 60529, IP55 classification.

The AED shall have a solid, integrated carrying handle for easy portability.

Dimensions of the AED shall not exceed 30 cm (11.8”) in depth by 23 cm (9.0”) in width by 9 cm (3.4”) in Height.

The AED shall be capable of operating in temperatures ranging from 0°C to +50°C (32°F to +122°F).

The AED shall be capable of operating in relative humidity ranging from 10%-95% (non-condensing).

The AED shall be capable of withstanding atmospheric pressure of 700 hPa to 1060 hPa (Minimum: 570 hPa and Maximum: 1060 hPa)

The AED shall be capable of withstanding CSA evaluated altitudes of -382 m to 3000 m. Minimum: -382 m (approximate; calculated from pressure) Maximum: 4594m (approximate; calculated from pressure)

The AED shall be able to be stored -30°C to 65°C (-22°F to 149°F) for three consecutive days.

The AED shall meet the following classifications per IEC 60601-1: Portable, internally powered equipment with a defibrillator-proof, type BF patient connection, cannot be sterilized, is not suitable for use in presence of flammable mixtures or oxygen, is rated for continuous operation.

The AED shall meet the following classification per IEC60601-2-4: A frequent use, Automated External Defibrillator.

The AED shall meet ANSI/AAMI/IEC 60601-1: Medical Electrical Equipment Part 1: General Requirements for Basic Safety and Essential Performance

The AED shall meet CAN/CSA-C22.2 No. 60601-1: Medical Electrical Equipment – Part 1: General Requirements for Basic Safety and Essential Performance.

The AED shall meet ANSI/AAMI/IEC 60601-2-4: Medical Electrical Equipment Part 2: Particular Requirements for Basic Safety and Essential Performance of Cardiac Defibrillators.

The AED shall meet ANSI/AAMI/IEC 60601-1-2: Medical Electrical Equipment Part 1-2: General Requirements for Basic Safety and Essential Performance Collateral Standard: Electromagnetic Compatibility-Requirements and Tests Edition 3.0 (per the modifications stated in IEC 60601-2-4).

The AED shall meet RTCA/DO-160G: 2010 - Section 5 Category C; Section 4, Category A4.

The AED shall meet EN 1789: Medical Vehicles and Their Equipment – Road Ambulances When Installed in a Secured Rack.

The AED shall meet MIL-STD-810G, Method 516.6, Procedure IV for a Free Fall Drop.

The AED shall meet Shock MIL-STD-810G Method 516.5, Procedure 1 (40g) (1,000 shocks both direction each axis; 6,000 shocks total).

The AED shall meet MIL-STD-810G, Method 514.5, Procedure 1, Category 24, Helicopter Minimum Integrity for Sine Vibration.

The AED shall meet MIL-STD-810G, Method 514.5, Procedure 1, Category 24, General Minimum Integrity for Random Vibration.

The AED shall meet RTCA/DO-160G, Section 8, Category S, Zone 2 (curve B) and Category U, Zone 2 (curves F and F1) for Random Vibration.

AED Battery

The AED shall require a single non-rechargeable, lithium battery for operation.

The AED battery shall typically provide a minimum of 16 hours of device operating time at 20°C to 30°C.

The AED battery shall typically be capable of providing 420 consecutive shocks at 300VE.

The AED battery shall typically be capable of providing approximately four years of standby performance at 20°C to 30°C.

Expected shelf life of a new battery shall be five years from the date of manufacture.

The AED shall incorporate a SmartGauge Battery Status Indicator notifying the user of battery capacity during use in quarter life increments.

AED Service and Warranty

The AED shall have a 7-year warranty on defects in materials and workmanship.

The Intellisense battery shall have a full replacement operational guarantee for four (4) years from date of installation.

The AED shall include an LED indicator when pads are improperly connected to the AED, cold, dried, damaged or detached from the patient during a rescue.

The AED shall include a service indicator LED which indicates when the AED detects a need for maintenance or service.

Technical Specifications

DefibNet SmartCase Monitored AED Smart Carry Case

Monitored AED Smart Carry Case

The Monitored AED Smart Carry Case shall be fitted with electronic device that monitors AED presence, AED functionality, AED movement, and AED location and transmits status data to remote host without drawing power from the AED battery or relying on a WIFI network.

The Monitored AED Smart Carry Case shall be fitted with Lithium ion rechargeable battery that enables ongoing remote monitoring of its latitude and longitude position for up to 5 days after its removal from the Pedestrian Emergency Kiosk.

The Monitored AED Smart Carry Case shall be fitted with formed insert that contains easy access rescue mask, scissors, razor, gloves and wipes which are all immediately visible to user upon the opening of case.

The Monitored AED Smart Carry Case shall be constructed of water resistant, high visibility material with reflective tape.

Technical Specifications

ZapStand 12 The Pedestrian Emergency Kiosk

Pedestrian Emergency Kiosk with AED / EMS Link Operation and Use

The Pedestrian Emergency Kiosk shall have an illuminated button, which when pressed by the user, automatically: (1) an emergency audio message is played “you are now being connected to 9-1-1, surveillance cameras are in use, you may now open the door, unplug, and take orange bag to patient”; (2) a call is automatically connected to 9-1-1; and (3) the AED dispenser is opened.

The Pedestrian Emergency Kiosk shall transmit a “defib in use” alarm to the control room immediately upon the Monitored AED Smart Carry Case being removed from the AED dispenser by way of auto release of the emergency plug.

The Pedestrian Emergency Kiosk shall be fitted with CCTV that is remotely accessible by control room.

Pedestrian Emergency Kiosk with AED / EMS Link Security Components

The Pedestrian Emergency Kiosk shall have a Button activated IP audio intercom, SIP 2.0 (UDP), with speaker, microphone, remote configuration capability, and adaptive volume.

The Pedestrian Emergency Kiosk shall have two (2) ceiling mounted 360 degree panorama view, IP67-rated, vandal proof, day/night, network camera, with wide dynamic range up to 120dB and image resolution of 4000×3000

The Pedestrian Emergency Kiosk shall have an AED Dispenser which has a locally/remotely lockable/unlockable compartment that stores the Monitored AED Smart Carry Case.

The Pedestrian Emergency Kiosk shall have a reliable ruggedized modem, LTE Advanced with SIM-based auto-carrier selection (LP6 versions) Gigabit Ethernet ports & active GPS.

The Pedestrian Emergency Kiosk shall have a UPS 2000 VA, 1400 W, Safety IEC/EN 62040-1.

The Pedestrian Emergency Kiosk shall have an air conditioning system.

Pedestrian Emergency Kiosk Physical and Environmental

The Pedestrian Emergency Kiosk shall be constructed of galvanized steel, pre-primed and finished with durable polyester thermosetting powder coating technology.

The Pedestrian Emergency Kiosk shall have hinged, gasket sealed doors with compression latches.

The Pedestrian Emergency Kiosk shall have a chassis and roof which are 7.84 feet high x 5.05 feet wide x 4.53 feet deep.

The Pedestrian Emergency Kiosk may have a self-dispensing hand sanitizing station.

The Pedestrian Emergency Kiosk shall have pedestrian-oriented emergency signage with lighting.

The Pedestrian Emergency Kiosk shall have customized client and sponsor logo panels.

Pedestrian Emergency Kiosk High Impact Displays

The Pedestrian Emergency Kiosk shall have a back High Impact Digital Display diagonal screen size of at least 55 inches, Brightness of at least 2,500 Nits.

The Pedestrian Emergency Kiosk shall have a front High Impact Digital Display; diagonal screen size of at least 46 inches, Brightness of at least 2,500 Nits.

The Pedestrian Emergency Kiosk shall have ability to remotely control content on the High Impact Displays.

Pedestrian Emergency Kiosk Installation Works

Installation works shall include electrical supply and erection of the Pedestrian Emergency Kiosk which must be scoped by supplier for approval by City staff.

Installation works may involve City staff for an agreed fee.

Installation works shall be conducted in accordance with City staff requirements.

Installation works shall be conducted subject to a project plan approved by City staff.

Control Room Integration, Training and Commissioning

The supplier shall establish the technical requirements of the 9-1-1 dispatch room City staff, regarding the receipt and handling of emergency calls from the Pedestrian Emergency Kiosk.

The supplier shall link each Pedestrian Emergency Kiosk to the 9-1-1 dispatch room in fulfilment of 9-1-1 dispatch room technical requirements.

The supplier shall provide NearestDefib.com mapping software and training to 9-1-1 dispatch room City staff.

The supplier shall test each Pedestrian Emergency Kiosk for: 9-1-1 call functionality, AED presence, AED functionality, AED location and CCTV functionality prior to the commissioning of each Pedestrian Emergency Kiosk.

Technical Specifications

ZapMount 2 Mounted Indoor Outdoor Enclosure

Alarmed Mounted Indoor Outdoor Enclosure with Security Camera
The Mounted Indoor Outdoor Enclosure shall be constructed of galvanized steel, pre-primed and finished with durable polyester thermosetting powder coating technology.
The Mounted Indoor Outdoor Enclosure shall have a hinged, sealed, gullwing door with a stainless steel handle.
The Mounted Indoor Outdoor Enclosure shall not exceed 23.55 inches high x 14.0 inches wide x 11 inches deep.
The Mounted Indoor Outdoor Enclosure shall have a two megapixel high definition video camera, 2.8 mm lens with 128 Gb stored memory card.
The Mounted Indoor Outdoor Enclosure combined with the Monitored AED Smart Carry Case shall monitor the health, emergency use, location and presence of the AED without drawing power from the AED battery.
The Mounted Indoor Outdoor Enclosure combined with the Monitored AED Smart Carry Case shall be programmed to alert control room in the event of an alarm.

Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure Service Levels

The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be monitored and supervised 24 hours per day, 7 days a week.

The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be inspected, serviced, replenished and maintained annually

The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be inspected, serviced, replenished and maintained 24 hours after a genuine incident.

A post incident cardiology report shall be provided 3 days after a genuine incident.

Awareness Program and AED Familiarization Sessions

A face to face AED familiarization session, which includes a demonstration in the use of the AED and performance of AED prompted CPR, shall be provided to 100 people annually.

Pedestrian Emergency Kiosk shall display information on the High Impact Displays in support of the Pedestrian Emergency Kiosk awareness program.

Emergency Response

The Pedestrian Emergency Kiosk when activated by user (button is pressed) transmits a voice call directly to 911. 911 personnel trained in Defibnet have the ability to access the Defibnet dashboard to view recent images detected by cameras on the Pedestrian Emergency Kiosk and access the GPS location of the Monitored AED Smart Carry Case.

Alarmed Indoor Outdoor Enclosure when activated by user (defibrillator is removed) sends an SMS alert to a designated recipient. 911 personnel trained in Defibnet have the ability to access the Defibnet dashboard to access the GPS location of the Monitored AED Smart Carry Case.

Power Supply

The Pedestrian Emergency Kiosk AC 100-240 V(+/- 10%) 50/60 Hz

Alarmed Indoor Outdoor Enclosure 4-40Vdc 1Amp

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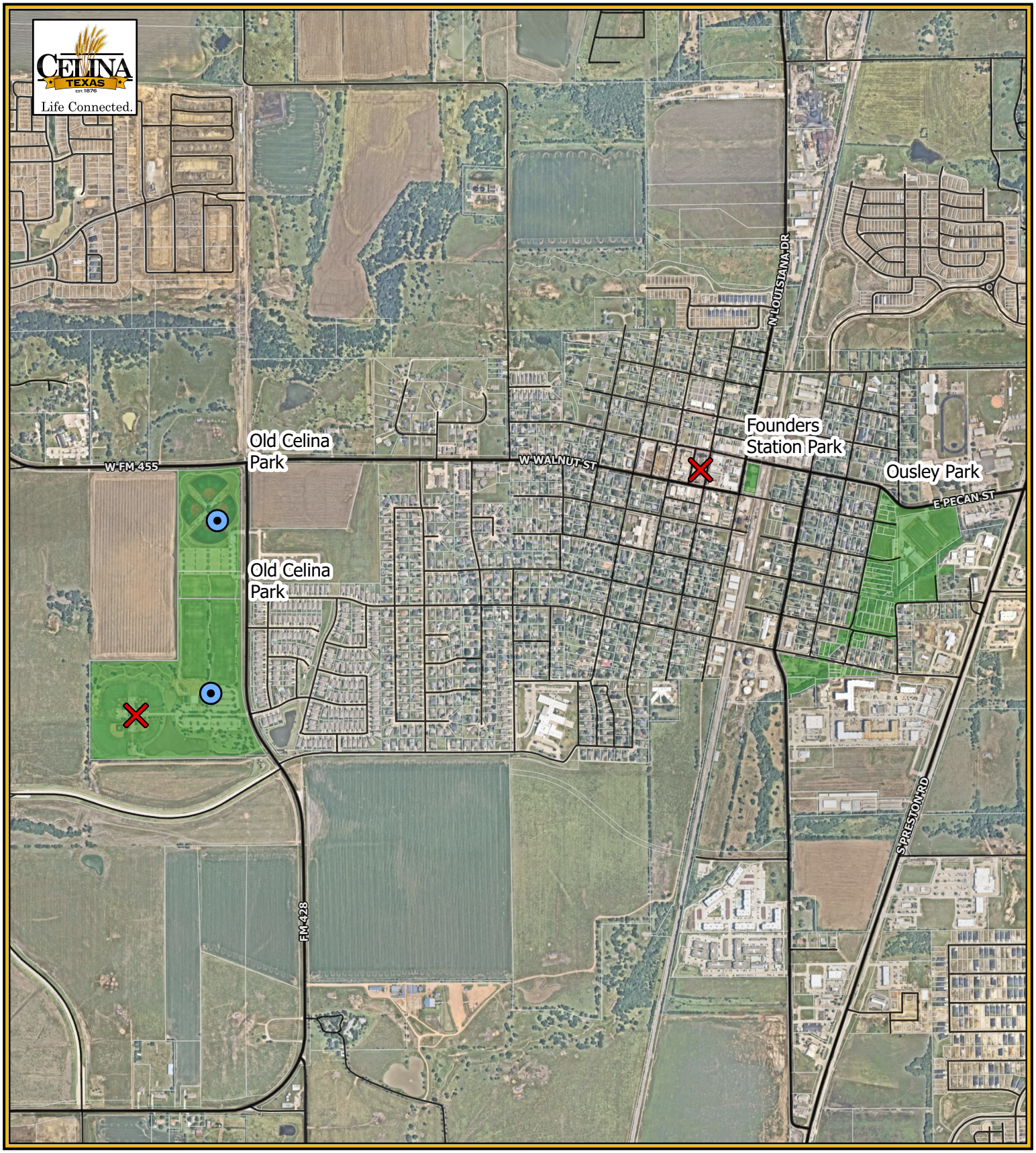


Legend

Roads

Parks

Zap

Stand (2)

Mount (2)

Zap Stands and Mounts Locations

City of Celina

10/29/2025

N

W E

S

0 850 1,700

Feet

EXHIBIT C

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

A. Before commencing work, the vendor shall, at its own expense, procure, pay for, and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability, with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per-project basis.

2. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit of $1,000,000.

B. With reference to the foregoing required insurance, the vendor agrees to the following:

1. A waiver of subrogation in favor of the City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Celina, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

3. Policies of insurance shall not be canceled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City of Celina.

C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by AM Best Company or equivalent.

E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

Digital Ads
Specs

ZAP STAND
SAFE. RELIABLE. LIFE SAVING.

ZapStand creates
Heartsafe Zones
for everyone, everywhere all of the time.

The ZapStand is a 'smart'
Automated External Defibrillator (AED)
delivery system with breakthrough
life-saving technology
built into each ZapStand unit.

Teaming effectively to save lives.

FRONT

BACK

Media Type: Digital

Screen Dimensions: 1080x1920

Safe Area: 1080x1920

Resolution: 72 DPI

Color Mode: RGB

File Type: JPEG, PNG, or MP4

Max File Size: 15MB

File Name: Advertiser_Digital.filetype

File Requirements:
- Use ZapStand Template
- Name File per Template Instructions
- Outline All fonts

Screen Active: 7am to 10pm

CONTACT US: 214-308-6239 | ZAPSTAND.COM

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: January 13, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City limits, for City Limits Honda. (McAfee)

Background Information:

The applicant is requesting to rezone approximately 13 acres, generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within the City limits. The property is currently zoned Planned Development (PD) No. 84 with a base zoning of Dallas North Tollway Overlay District (DNTO), approved in 2017 for mixed-use development, including mid-rise residential, intense commercial, and large-scale office uses. In 2021, the City approved a Specific Use Permit (SUP) for a hospital on the subject property that never developed. The applicant is proposing to amend a portion of PD No. 84 to allow for a new Honda dealership. The applicant was awarded the rights to establish and operate a Honda franchise in 2025 from the corporate region director.

In terms of entitlement, New Auto Sales are not permitted “by right” in Celina except within Industrial districts. A PD or SUP is required for dealerships on commercially zoned land. The DNTO (Dallas North Tollway Overlay) does not support new car dealerships in the High-Rise subzone. Further, the FLUP (Future Land Use Plan) shows this area reserved for Regional Mixed-Use development (RMU-1). This character district within the FLUP is meant to be a regional activity center, anticipated to include the most intense land uses with the greatest building heights, and is envisioned as a major employment and entertainment destination.

Honda worked extensively with staff to meet most design standards of the City. The proposed dealership, for example, is heavy masonry, with limited and tasteful branding. The layout includes

cross access for neighboring properties, monument-style signage, and a large detention pond in the back to help buffer residents, in addition to a masonry screening wall. Adjacency impacts are less than other potential land uses, due to limited hours of operation, low noise, and other performance items.

Below is a brief timeline for this project:

- Informal talks with City
  - 12/11/24: Introduction of project to City and EDC
  - 1/15/25: City Manager's Office communicated that City Council (based upon feedback from Executive Session) would not support the project at this location.

- DRC Meeting
  - 1/29/25: Staff indicated that the Future Land Use Plan reserved the area for RMU1

- P&Z/Council Dealership Discussion Worksessions
  - 6/29/25 & 7/8/25: Shared location criteria, no support for dealerships in the High-Rise subzone

- Formal Submittal
  - 5/30/25

Three major policy considerations for the development include the following:

1. Dealerships are generally not considered visually appealing land uses. However, Celina's design standards are high; dealerships provide employment & a needed product/service; dealerships are not uncommon along major regional roadways; and dealerships are active in the community (sponsorships, donations, etc.)

2. Passenger vehicle purchases are not subject to local sales tax (but some other vehicle types do, such as boats, RVs, or heavy equipment). However, sales tax is collected on service parts, and dealerships do pay property tax and inventory tax.

3. Concerns regarding the high-rise subzone location.

At the Planning & Zoning Commission public hearing, five (5) individuals spoke in favor of the use at the public hearing (2 applicants, 2 real estate brokers, and a Collin College representative) and one resident from The Columns neighborhood opposed the rezoning request.

Based on the long-range plans of the City and previous City Council direction, staff cannot recommend approval of a new car dealership at this location. The Planning & Zoning Commission unanimously recommended denial (7-0) at its regular meeting in November.

The City Council tabled the item, upon applicant request, at the December Council meeting.

Please refer to the attached documents for further information.

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. Ordinance

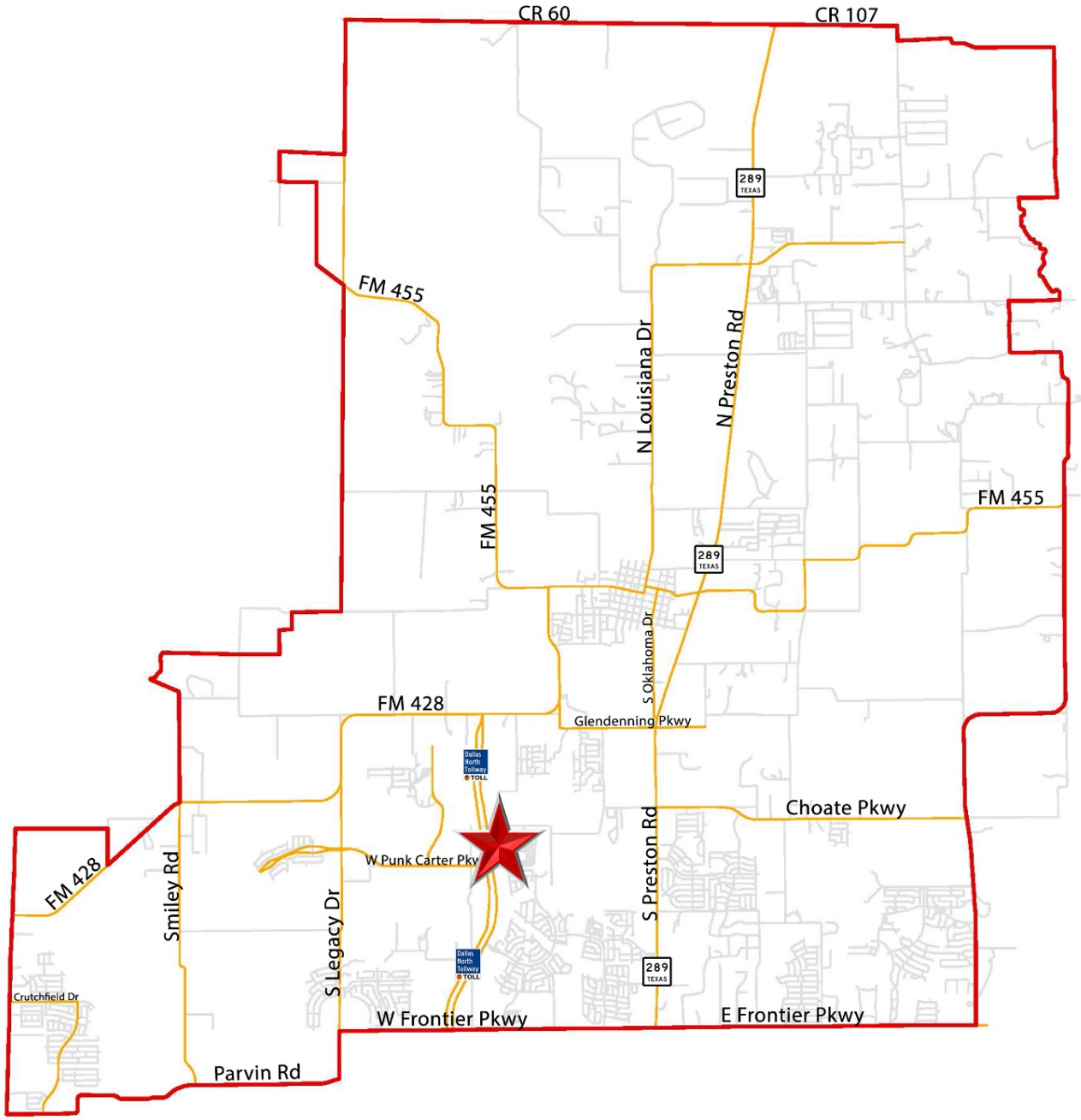
Financial Consideration:
N/A

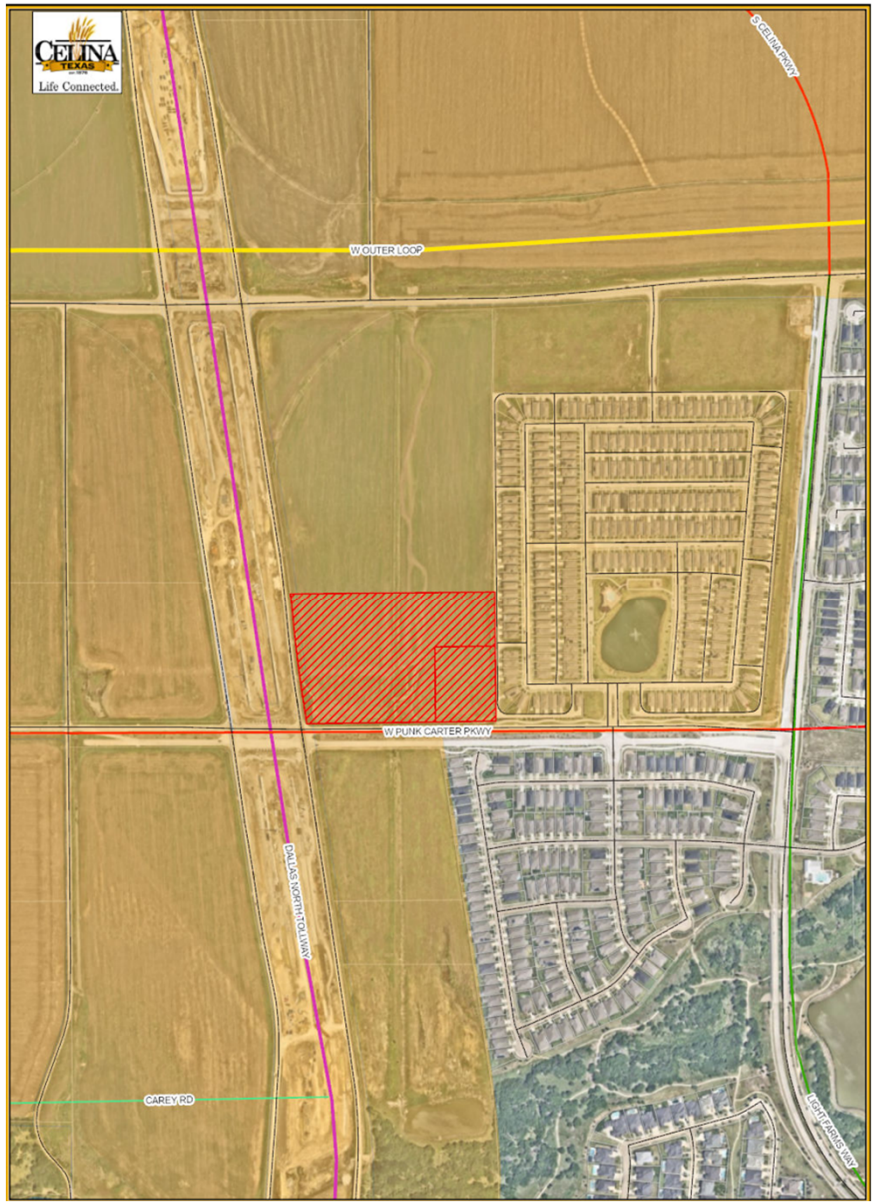
Staff Recommendation:
Based on the long-range plans of the City and previous Council direction, staff cannot recommend approval of a new car dealership at this location.

CITY LIMITS HONDA

PD – Amendment

City Council
January 13, 2026


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pky
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

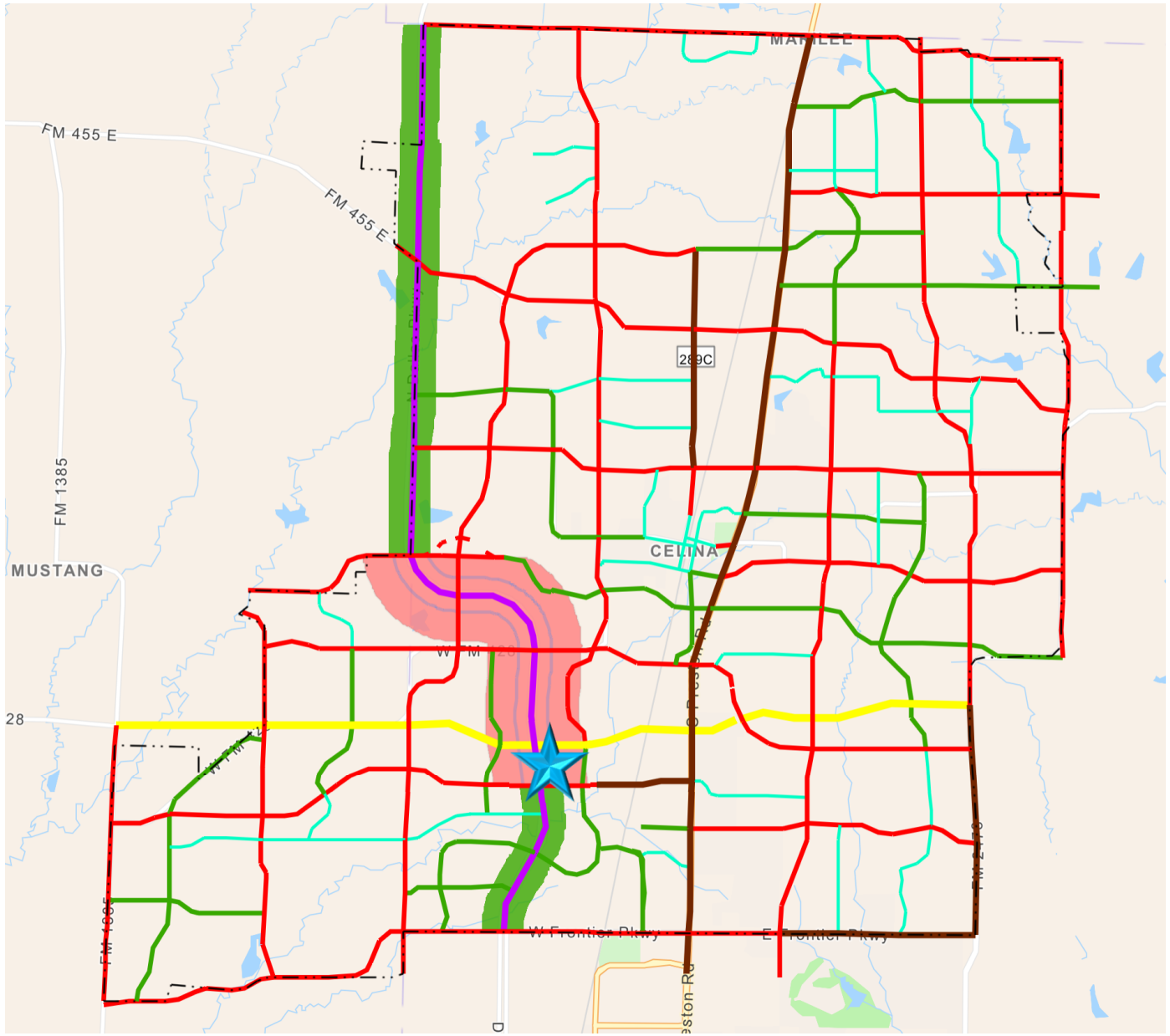
The subject property is generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway

BACKGROUND

- The subject property is approximately 13 acres
- The property is currently within City Limits and has an existing Planned Development (PD) No. 84 from 2017 that allows for Mixed Use, including mid-rise residential, intense commercial, and large scale office
- In 2021, the City approved a Specific Use Permit (SUP) for a hospital on the subject property that never developed
- The applicant is proposing to amend the PD to allow for a new car dealership (Honda)
- The applicant was awarded the rights to establish and operate a Honda franchise in 2025 from the corporate region director

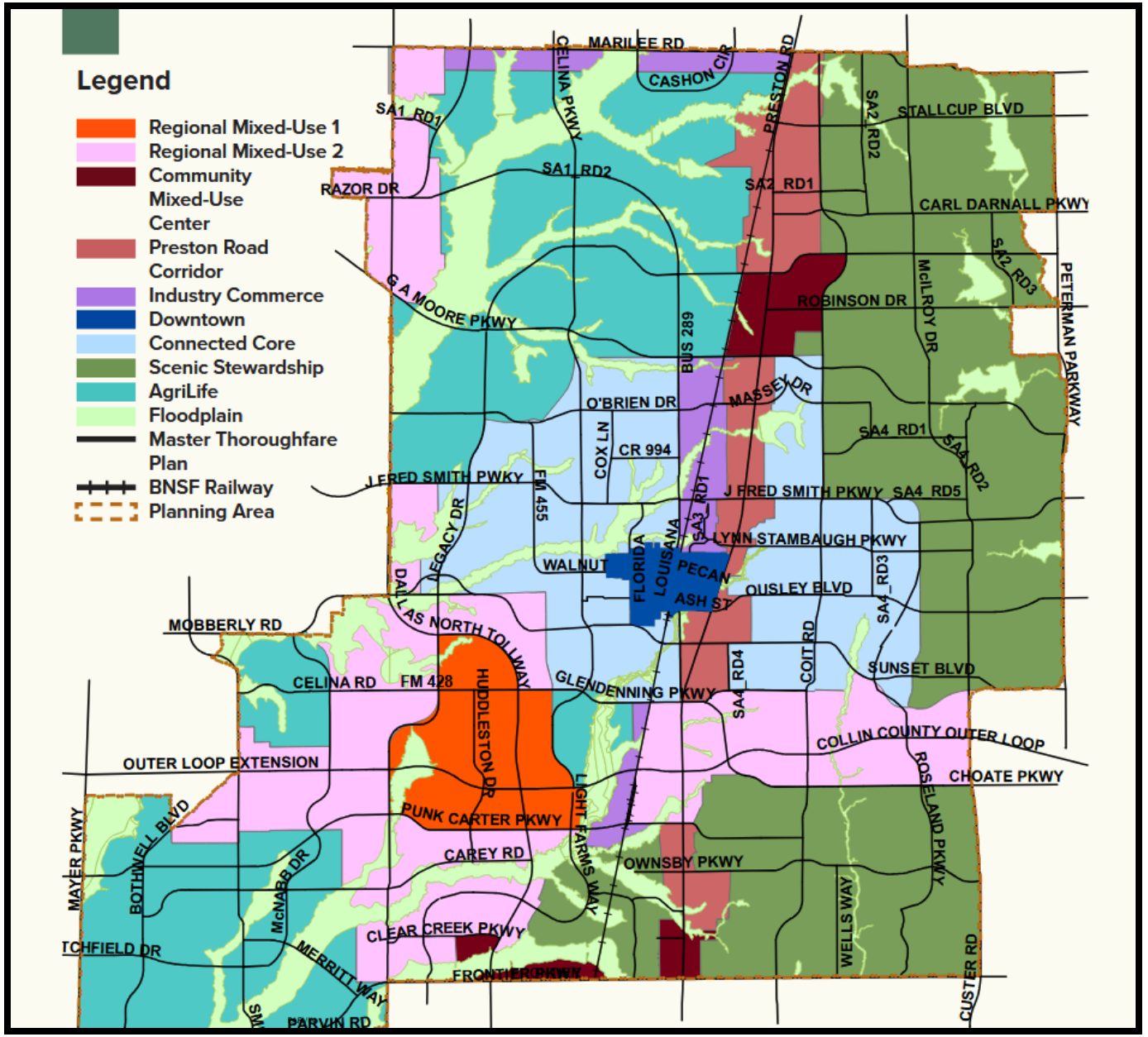
ENTITLEMENT OVERVIEW

- New Auto Sales are not allowed “by right” in Celina other than in Industrial zoning districts
- PD/SUP is required for dealerships on land that is zoned commercial, retail, office, DNTO, or CCOL
- The DNTO (Dallas North Tollway Overlay) does not support new car dealerships in the High-Rise subzone
- The FLUP (Future Land Use Plan) shows this area reserved for Regional Mixed-Use development (RMU-1)



High Rise Zone - 2500 ft

Suburban Zone - 1000 ft


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

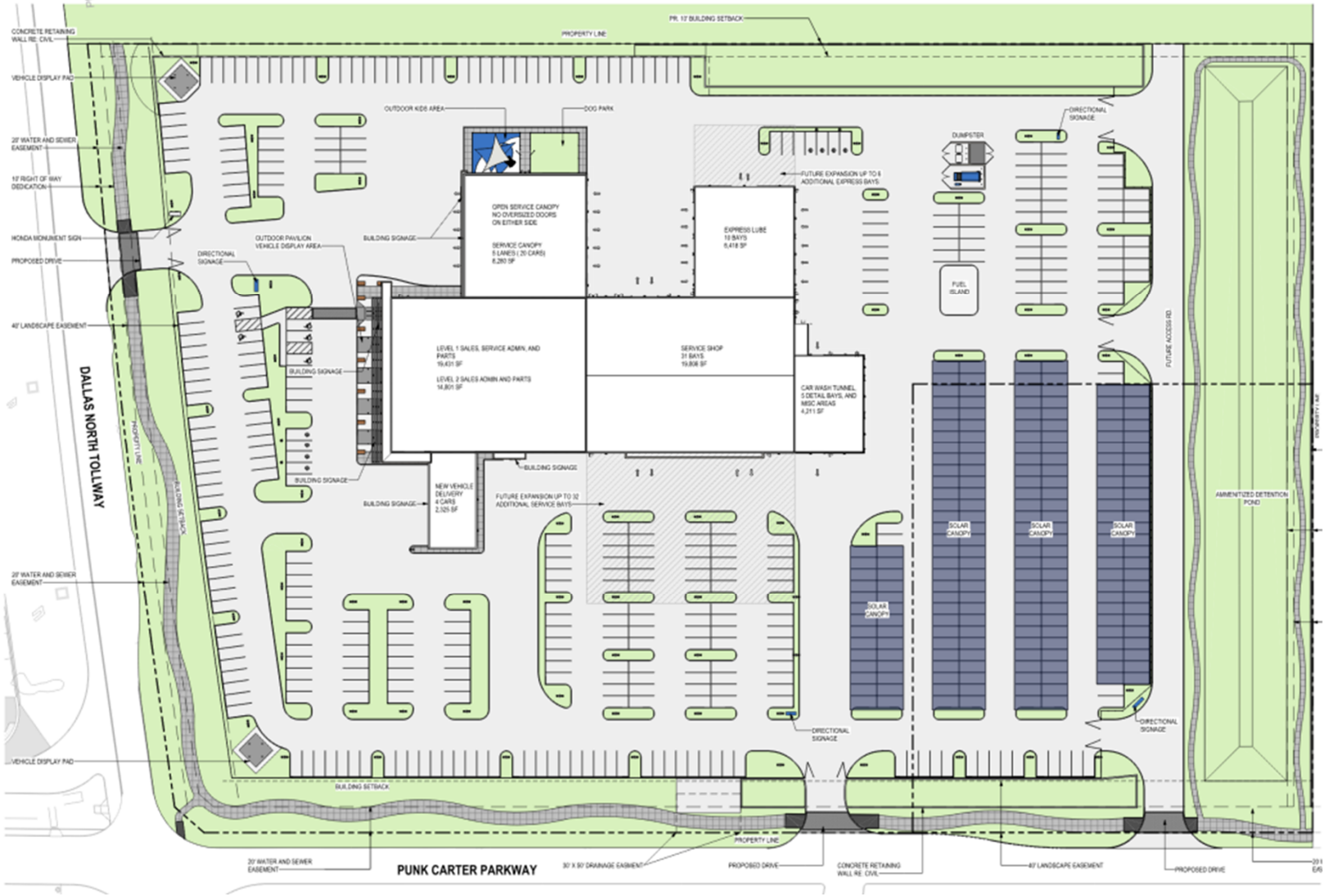
REGIONAL MIXED-USE 1 (RMU1)

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

REGIONAL MIXED-USE 2 (RMU2)

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

CONCEPT PLAN



CONCEPTUAL RENDERINGS

CONCEPTUAL RENDERINGS – DNT FACING

Castles Design Group

CONCEPTUAL RENDERINGS – DNT FACING

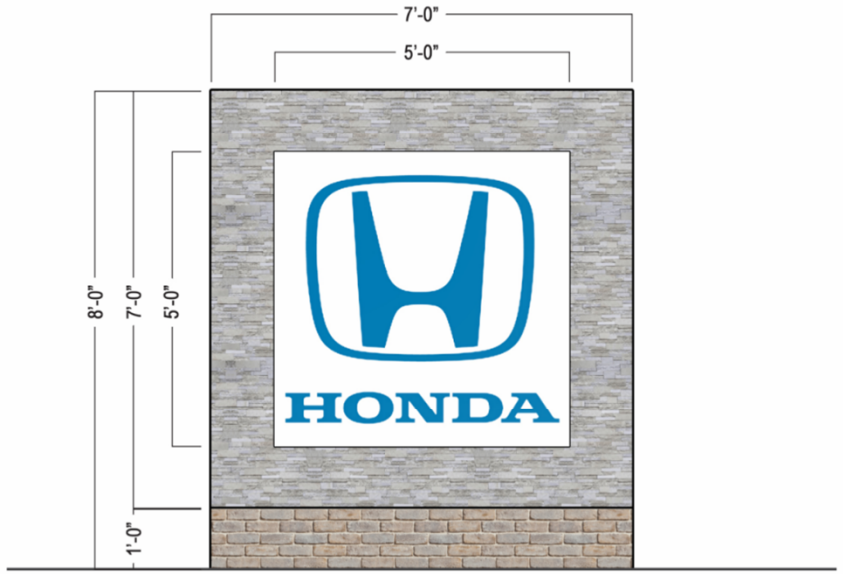
CONCEPTUAL RENDERINGS – DNT FACING

CONCEPTUAL RENDERINGS - SOUTH

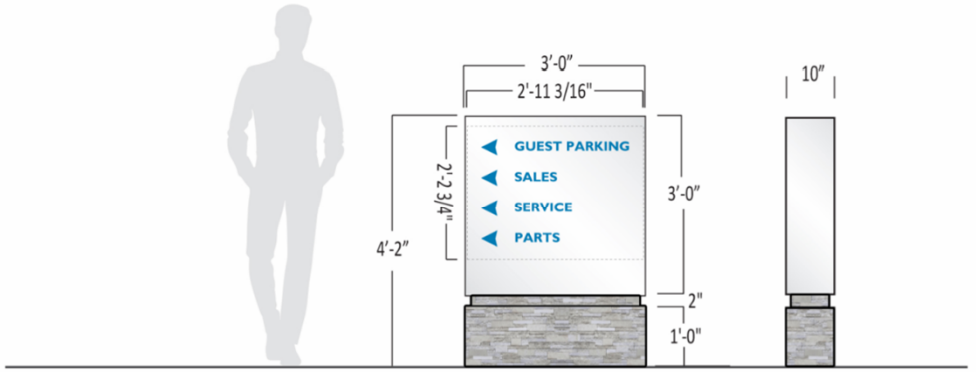
Castles Design Group

CONCEPTUAL SIGN RENDERINGS

MONUMENT SIGN



DIRECTIONAL SIGN



PROJECT DESIGN

- Honda worked extensively with staff to meet most design standards of the City
- The proposed dealership is heavy masonry, with limited and tasteful branding
- Layout includes cross access for neighboring properties, monument style signage, and a large detention pond in the back to help buffer residents, in addition to a masonry screening wall
- Adjacency impacts are less than other potential land uses, due to limited hours of operation, low noise, and other performance items

TIMELINE

- Informal talks with City
  - ➢12/11/24: Introduction of project to City and EDC
  - ➢1/15/25: City Manager's Office communicated that City Council (based upon feedback from Executive Session) would not support the project at this location
- DRC Meeting
  - ➢1/29/25: Staff indicated that the Future Land Use Plan reserved the area for RMU1
- Formal Submittal - 5/30/25
- P&Z/Council Dealership Discussion Worksessions
  - ➢6/29/25 & 7/8/25: Shared location criteria, no support for dealerships in the High-Rise sub zone

POLICY CONSIDERATIONS

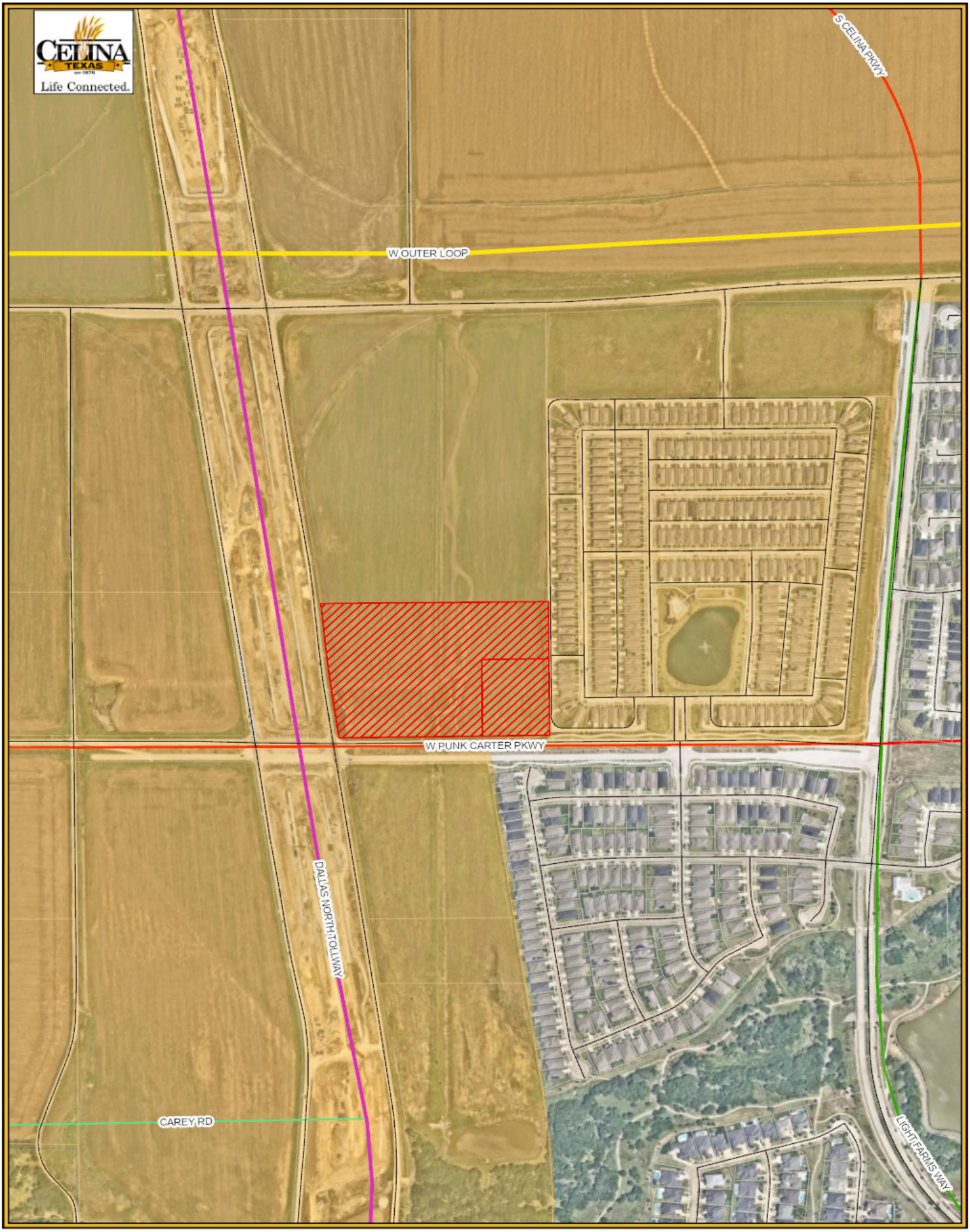
1. Dealerships are generally not considered visually appealing land uses
   - Celina's design standards are high
   - Dealerships provide employment & a needed product/service
   - Dealerships are not uncommon along major regional roadways
   - Dealerships are active in the community (sponsorships, donations, etc.)
2. Passenger vehicles do not pay local sales tax (*but some other vehicle types do, such as boats, RVs, or heavy equipment*)
   - Sales tax is collected on service parts
   - Dealerships pay property tax and inventory tax
3. Concerns on High-Rise subzone location
   - Subject property is zoned for many land uses, including multi-family
   - Celina has 10 miles of DNT frontage

P&Z PUBLIC HEARING

- Five individuals spoke in favor of the use at the public hearing (2 applicants, 2 real estate brokers, and a Collin College representative)
- One resident from The Columns neighborhood opposed the rezoning request

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended denial (7-0) at its regular meeting in November
- The City Council tabled the item, upon applicant request, at the December Council meeting
- Based on the long-range plans of the City, staff cannot recommend approval of a new car dealership at this location



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-10 City Limits Honda - PD Zoning Location Map

10/29/2025

N
W E
S

0 410 820

Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-_____
CITY LIMITS HONDA

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 13 ACRES LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, CITY OF CELINA, COLLIN COUNTY, TEXAS, GENERALLY LOCATED AT THE NORTHEAST CORNER OF DALLAS NORTH TOLLWAY AND PUNK CARTER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 84; 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, Open Space Plan, Renderings, Signage and Development Standards, set forth in Exhibits "C", "D", "E", "F", and "G", 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. 84 with a base zoning of Dallas North Tollway Overlay District (DNTO), 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:	Open Space Plan
Exhibit E:	Renderings
Exhibit F:	Signage
Exhibit G:	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. 84 with a base zoning of Dallas North Tollway Overlay District (DNTO), with modified development standards, and incorporates the Concept Plan, Open Space Plan, Renderings, Signage, and Development Standards, attached hereto as Exhibit "C", "D", "E", "F", and "G," 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 13th day of January 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description

TRACT 6: ABS A0734 JOHN RAGSDALE SURVEY, BLK 1, TRACT 6, ACRES 10.5000

BEING A 10.500 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NUMBER 734, CITY OF CELINA, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT

CERTAIN CALLED 10.500 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO REMINGTON 121 LEWISVILLE, LLC, AS RECORDED IN INSTRUMENT NUMBER

2022000074357, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED “KHA” FOUND AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAI D CALLED 10.500 ACRE TRACT, BEING THE

SOUTHWEST CORNER OF THAT CERTAIN CALLED 2.500 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO REMINGTON 121 LEWISVILLE, LLC, AS RECORDED IN

INSTRUMENT NUMBER 2022000074397, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF W. PUCK CARTER PARKWAY (A 120'

RIGHT-OF-WAY,

THENCE S 89°27'47”W, A DISTANCE OF 551.54 FEET ALONG THE SOUTH LINE OF SAID CALLED 10.500 ACRE TRACT AND SAID NO RTH RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD

WITH CAP STAMPED “KHA” FOUND AT THE SOUTHERLY END OF A CORNER CLIP FOUND AT THE INTERSECTION OF SAID W. PUCK CARTER PARKWAY AND DALLAS PARKWAY (A

VARIABLE WIDTH RIGHT-OF-WAY);

THENCE N 49°34'28”W, A DISTANCE OF 30.22 FEET ALONG SAID CORNER CLIP TO A 5/8 INCH IRON ROD WITH CAP STAMPED “KH A” FOUND IN THE COMMON LINE OF THE EAST

RIGHT-OF-WAY LINE OF SAID DALLAS PARKWAY AND THE WESTERLY LINE OF SAID CALLED 10.500 ACRE TRACT;

THENCE N 08°36'12”W, A DISTANCE OF 130.07 FEET ALONG SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED “KHA” FOUND AT THE BEGINNING OF A CURVE TO THE

RIGHT;

THENCE CONTINUING ALONG SAID COMMON LINE AND WITH SAID CURVE, AN ARC DISTANCE OF 337.67 FEET, THROUGH A CEN TRAL ANGLE OF 3°23'08”, HAVING A RADIUS

OF 5714.58 FEET AND HAVING A LONG CHORD WHICH BEARS N 06°54'38”W, 337.62 FEET TO A 5/8 INCH IRON ROD WITH CAP S TAMPED “KHA” FOUND AT THE BEGINNING OF A

REVERSE CURVE TO THE LEFT;

THENCE CONTINUING ALONG SAID COMMON LINE AND WITH SAID REVERSE CURVE, AN ARC DISTANCE OF 131.09 FEET, THROU GH A CENTRAL ANGLE OF 1°18'27”, HAVING A RADIUS

OF 5744.58 FEET AND HAVING A LONG CHORD WHICH BEARS N 05°52'17"W, 131.09 FEET TO A 5/8 INCH IRON ROD WITH CAPS TAMPED "KHA" FOUND AT THE NORTHWEST CORNER

OF SAID CALLED 10.500 ACRE TRACT AND ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 27.459 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED

TO LEGACY HWY 380, LP, AS RECORDED IN INSTRUMENT NUMBER 20190311000247700, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE N 89°27'47"E, A DISTANCE OF 953.55 FEET ALONG THE COMMON LINE OF THE NORTH LINE OF SAID CALLED 10.500 AC RE TRACT AND THE SOUTH LINE OF SAID

CALLED 27.459 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND IN THE WEST LINE OF THE HOMEPLAC EAT THE COLUMNS, AN ADDITION TO THE CITY OF

CELINA, COLLIN COUNTY, TEXAS, AS RECORDED IN INSTRUMENT NUMBER 20200221010000750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE S 00°31'31"E, A DISTANCE OF 264.66 FEET ALONG THE COMMON LINE OF THE EAST LINE OF SAID CALLED 10.500 ACRE TRACT AND THE WEST LINE OF SAID THE

HOMEPLACE AS THE COLUMNS ADDITION TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PIERCE MURRAY" SE T FOR THE MOST EASTERLY SOUTHEAST CORNER OF

SAID CALLED 10.500 ACRE TRACT AND BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED CALLED 2.500 ACRE REMINGTON 121 LEWISVILLE, LLCTRACT;

THENCE S 89°27'47"W, A DISTANCE OF 311.14 FEET ALONG THE MOST NORTHERLY SOUTH LINE OF SAID CALLED 10.500 ACRE TR ACT AND THE NORTH LINE OF SAID

CALLED 2.500 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND FOR AN ANGLE POINT IN THE EAST LINE OF SAID CALLED 10.500 ACRE TRACT AND BEING

THE NORTHWEST CORNER OF SAID CALLED 2.500 ACRE TRACT;

THENCE S 00°31'31"E, A DISTANCE OF 350.00 FEET ALONG SAID EAST LINE AND ALONG THE WEST LINE OF SAID CALLED 2.500 A CRE TRACT RETURNING TO THE POINT OF

BEGINNING AND CONTAINING 457,383 SQUARE FEET OR 10.500 ACRES, MORE OR LESS.

TRACT 7: ABS A0734 JOHN RAGSDALE SURVEY BLK 1. TRACT 7, ACRES 2.5000

BEING A 2.500 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NUMBER 734, CITY OF CELINA, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT

CERTAIN CALLED 2.500 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO REMINGTON 121 LEWISVILLE, LLC, AS RECORDED IN INSTRUMENT NUMBER

2022000074397, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 2.500 A CRE TRACT, SAID IRON ROD ALSO BEING THE

SOUTHEAST CORNER OF THAT CERTAIN CALLED 10.500 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO REMINGTON 121 LEWISVILLE, LLC, AS RECORDED IN

INSTRUMENT NUMBER 2022000074357, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF W. PUCK CARTER PARKWAY (A 120'

RIGHT-OF-WAY,

THENCE N 00'31'31"W, A DISTANCE OF 350.00 FEET ALONG THE COMMON LINE OF THE WEST LINE OF SAID CALLED 2.500 ACRE TRACT AND THE EAST LINE OF SAID

CALLED 10.500 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND FOR THE NORTHWEST CORNER OF SAi D CALLED 2.500 ACRE TRACT AND BEING AN ANGLE

POINT IN THE EAST LINE OF SAID CALLED 10.500 ACRE TRACT;

THENCE N 89'27'47"E, A DISTANCE OF 311.14 FEET ALONG THE NORTH LINE OF SAID CALLED 2.500 ACRE TRACT AND THE MOST NORTHERLY SOUTH LINE OF SAID

CALLED 10.500 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PIERCE MURRAY" SET FOR THE NO RTHEAST CORNER OF SAID CALLED 2.500 ACRE

TRACT AND BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID CALLED 10.500 ACRE TRACT AND BEING IN THE WEST LINE OF THE HOMEPLACE AT THE COLUMNS, AN

ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS AS RECORDED IN INSTRUMENT NUMBER 20200221010000750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE S 00'31'31"E, A DISTANCE OF 350.00 FEET ALONG THE COMMON LINE OF THE EAST LINE OF SAID CALLED 2.500 ACRE T RACT AND THE WEST LINE OF SAID THE HOMEPLACE

AT THE COLUMNS ADDITION TO A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND FOR THE SOUTHEAST CORNER OF SAi D CALLED 2.500 ACRE TRACT AND THE SOUTHWEST

CORNER OF SAID THE HOMEPLACE AT THE COLUMNS ADDITION AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED W. PUCK CARTER PARKWAY;

THENCE S 89'27'47"W, A DISTANCE OF 311.14 FEET ALONG THE COMMON LINE OF THE SOUTH LINE OF SAID CALLED 2.500 ACR E TRACT AND SAID NORTH RIGHT-OF-WAY LINE

RETURNING TO THE POINT OF BEGINNING AND CONTAINING 108,899 SQUARE FEET OR 2.500 ACRES OF LAND, MORE OR LESS.

Exhibit B
Depiction of Property

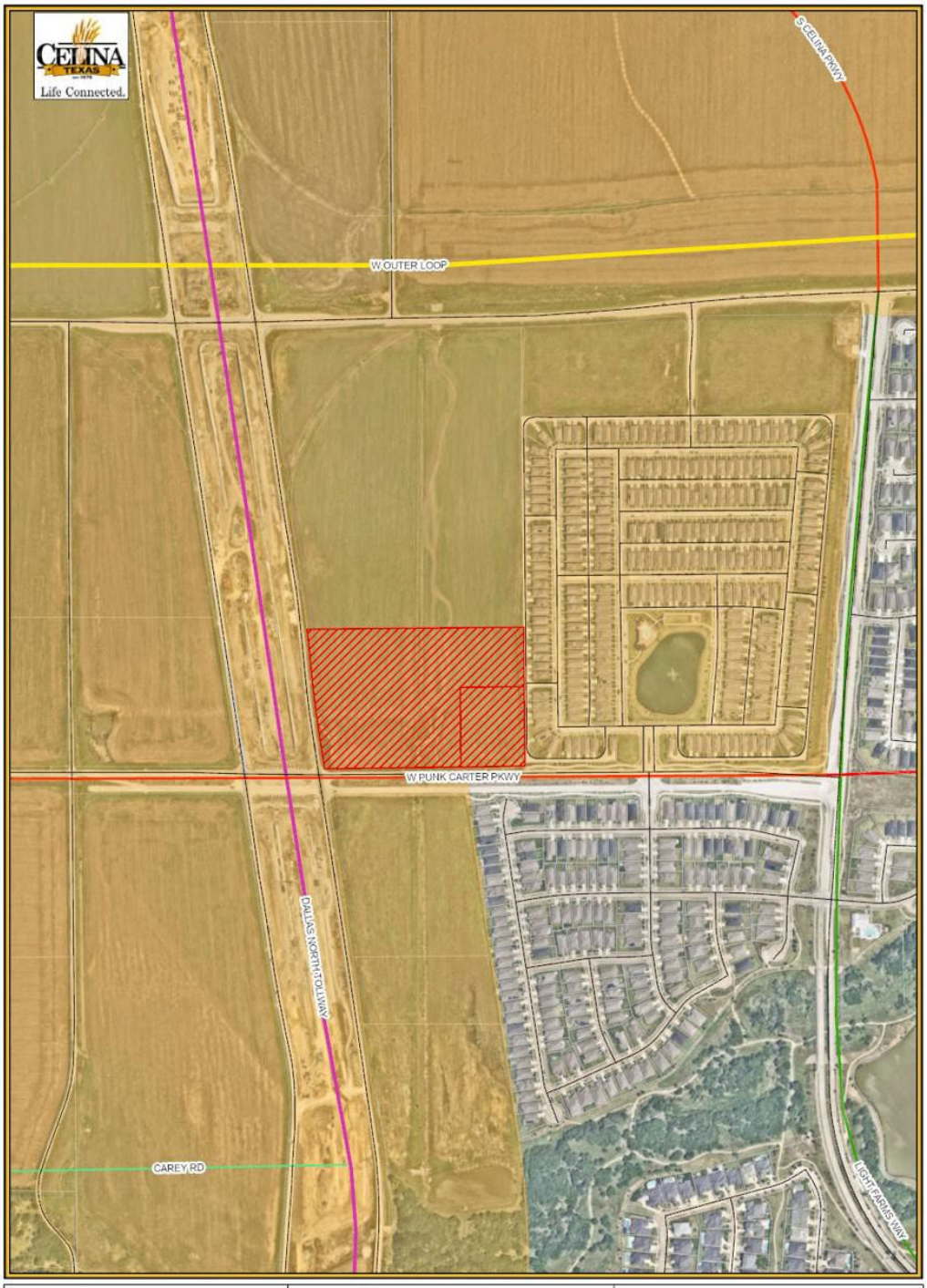


Exhibit C
Concept Plan

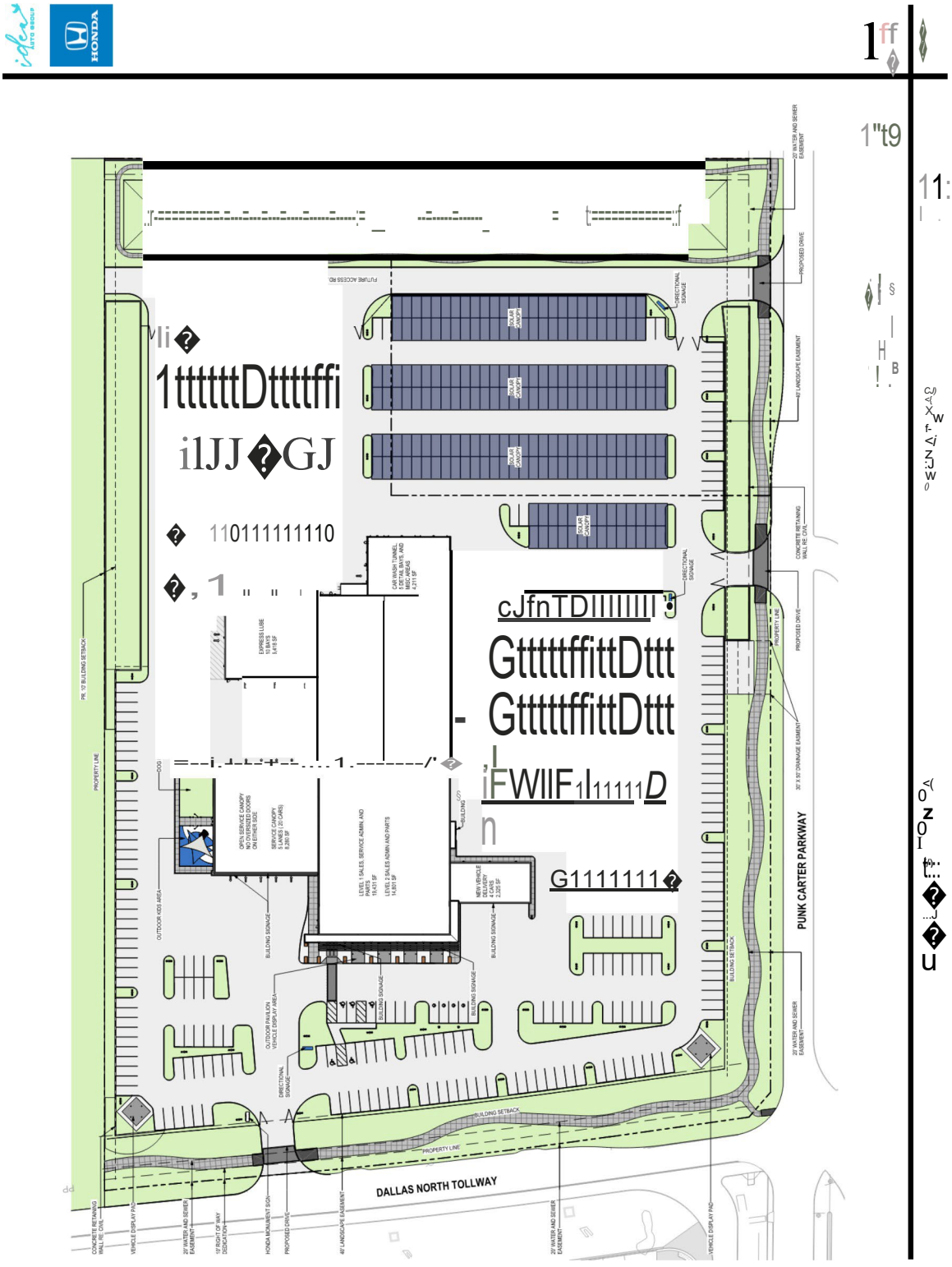


Exhibit D
Open Space Plan

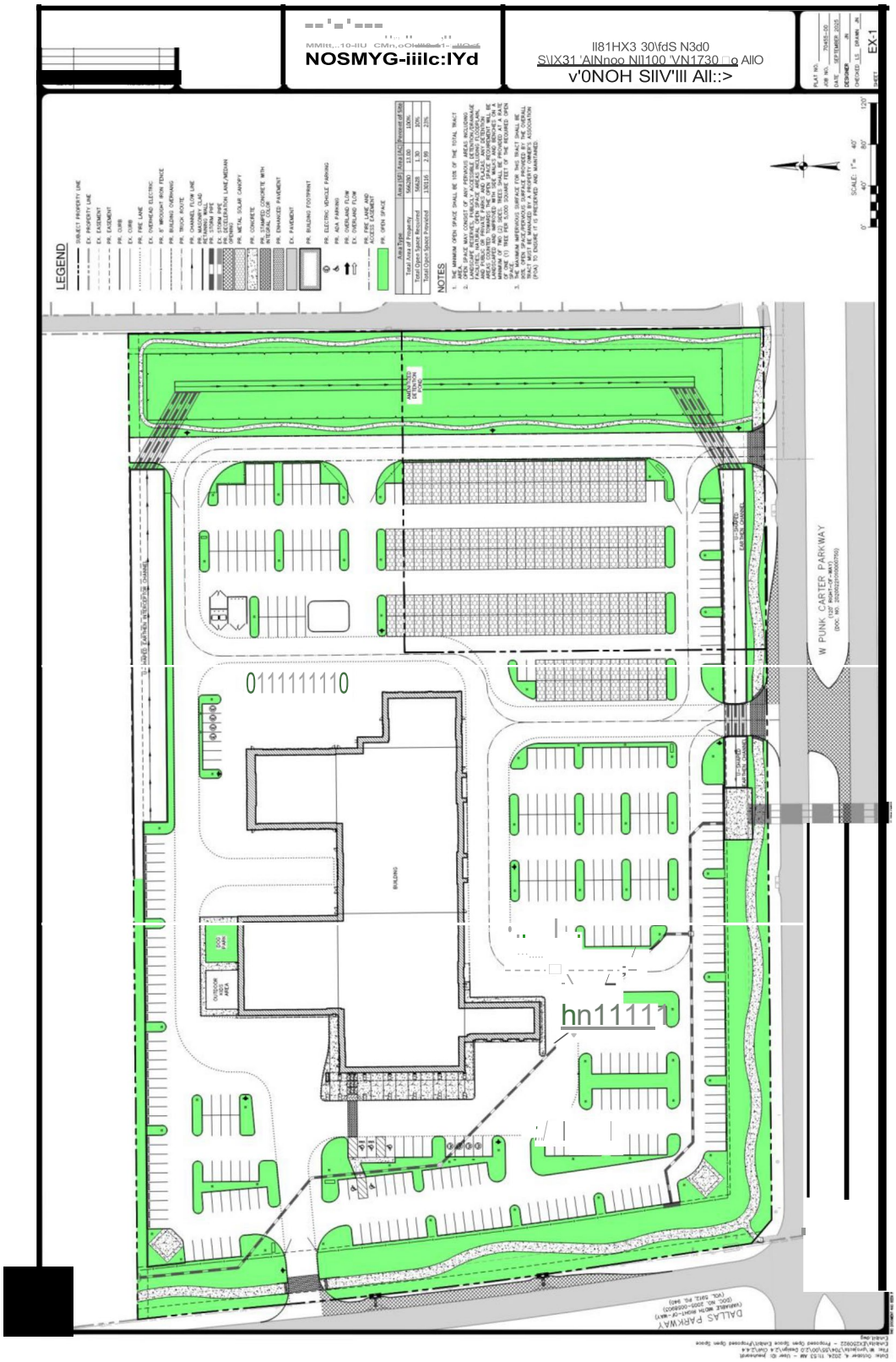


Exhibit E
Renderings

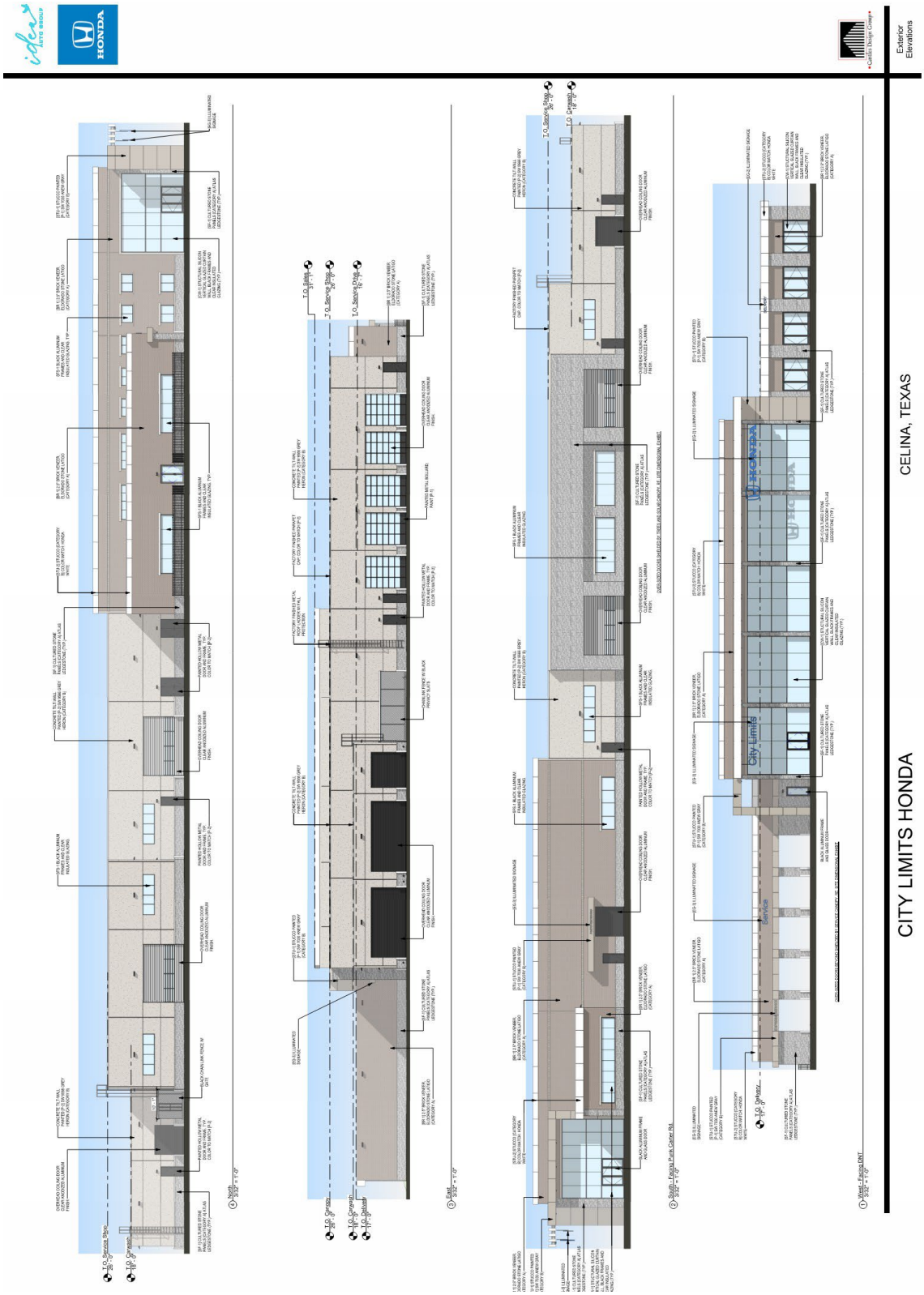


Exhibit F
Signage

Exhibit G
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Dallas North Tollway Overlay District (DNTO), with the following modified regulations:

1. The subject property, which is limited to the approximately 13 acres at the northeast corner of Dallas North Parkway and Punk Carter Parkway, may utilize land uses allowed within the DNTO, including the additional land use of new auto sales, including associated and secondary land uses common to dealerships.
2. The subject property shall generally develop per the attached Concept Plan package, including layout, open space plan, renderings, and signage. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

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: January 13, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.03: Use Regulations, Part Two: Accessory Structures, and related sections of the Zoning Ordinance. (McAfee)

Background Information:
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 and were intended to establish minimum standards for accessory structures to enhance property values and quality of life. The proposed updates are based on years of feedback from contractors asking for less confusing regulations.

Accessory structures must meet setback and dimensional requirements and be incidental to the primary use. A permit is required for any structure over 120 square feet. These requirements are focused on residential uses, mostly impacting Estate residential and Downtown lots, as HOAs generally regulate accessory structures through CC&Rs.

The proposed revisions clarify internal policy where possible to improve customer service and understanding, eliminate platitude-type language that did not add value or could not be enforced, eliminate redundant and contradictory language for setbacks, height, and architectural standards, and simplify and consolidate standards.

Specific revisions include:

- 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 square feet

This item was taken before the Planning & Zoning Commission on October 16, 2025, and the City Council on November 11, 2025, for discussion. Neither the Commission nor Council had any concerns with the changes.

The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in December. There was no public feedback at the public hearing.

Legal Review:
N/A

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval, as presented.

ACCESSORY STRUCTURES

ORDINANCE UPDATE

City Council
January 13, 2026

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

COUNCIL DISCUSSION

- Council did not have any concerns with the proposed revisions

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in December
- There was no public feedback at the public hearing
- Staff recommends approval, as presented

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~~G~~hree 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, BEING THE COMPREHENSIVE ZONING ORDINANCE, AMENDING ARTICLE 14.01, ADMINISTRATION, PART ONE, GENERAL PROVISIONS; ARTICLE 14.01, ADMINISTRATION, PART THREE, PROCEDURES; ARTICLE 14.02, ZONING DISTRICTS, PART TWO, RESIDENTIAL DISTRICTS; ARTICLE 14.03, USE REGULATIONS, PART TWO, ACCESSORY STRUCTURES; ARTICLE 14.03, USE REGULATIONS, PART FIVE, TEMPORARY LAND USES THAT REQUIRE CERTAIN CONDITIONS FOR APPROVAL; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council is empowered under section 51.072 of the Local Government Code to adopt ordinances and exercise authority incident to local self government, and under Chapter 211 of the Local Government Code to regulate land use within the City; and

WHEREAS, the Planning and Zoning Commission conducted a hearing to receive testimony from the public concerning this ordinance on December 18, 2025, after which it recommended that this ordinance be approved by the City Council; and

WHEREAS, the City Council conducted a hearing on January 13, 2026, to receive testimony from the public concerning this ordinance; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the City.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare. The foregoing premises are legislative findings of the City Council of the City.

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.01 Administration, Part One General Provisions, is hereby amended, in part, per the attached regulatory document in Attachment A.

3.02 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.01 Administration, Part Three Procedures, is hereby amended, in part, per the attached regulatory document in Attachment A.

3.03 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.02 Zoning Districts, Part Two Residential Districts, is hereby amended, in part, per the attached regulatory document in Attachment A.

3.04 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.03 Use Regulations, Part Two Accessory Structures, is hereby repealed and replaced, in its entirety, per the attached regulatory document in Attachment A.

3.05 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.03 Use Regulations, Part Five Temporary Land Uses that Require Certain Conditions for Approval, is hereby amended, in part, per the attached regulatory document in Attachment A.

SECTION 4
CUMULATIVE REPEALER

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

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning 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 whole or part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 7
PENALTY

Any person, firm, corporation or entity violating this Ordinance or any provision of the Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Celina from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
PUBLICATION AND EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of January 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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*).

ARTICLE III – USE REGULATIONS

PART TWO, ACCESSORY STRUCTURES

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.

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: January 13, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuel use on approximately two (2) acres; generally located at the northeast corner of Coit Road and Frontier Parkway, within the City limits, for 7-Eleven. (Mohan)

Background Information:
The subject property is approximately two (2) acres, located within the City limits, and currently zoned Commercial, Office, and Retail (C) zoning district. The applicant desires to operate a gas station. The Zoning Ordinance requires an Auto, Gas Pumps/Fuels Sales, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay (PRO).

An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability. The purpose of the SUP requirement is to determine the appropriateness of a proposal. The City has broad discretionary approval of the requested SUP.

Seven (7) major policy considerations for the development include the following:

1. The subject property's base zoning is Commercial.
2. The zoning request is in conformance with the Future Land Use Plan (FLUP).
3. The proposed SUP helps diversify the tax base.
4. Modern design standards ensure an attractive project.
5. The intersection of two future 6-lane arterials is a common location for the proposed use.
6. The market demand for additional gas stations is high.
7. The Master Thoroughfare Plan accommodates the proposed land use.

The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in December. There was no public feedback at the public hearing.

Please refer to the attached documents for further information.

Legal Review:
N/A

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

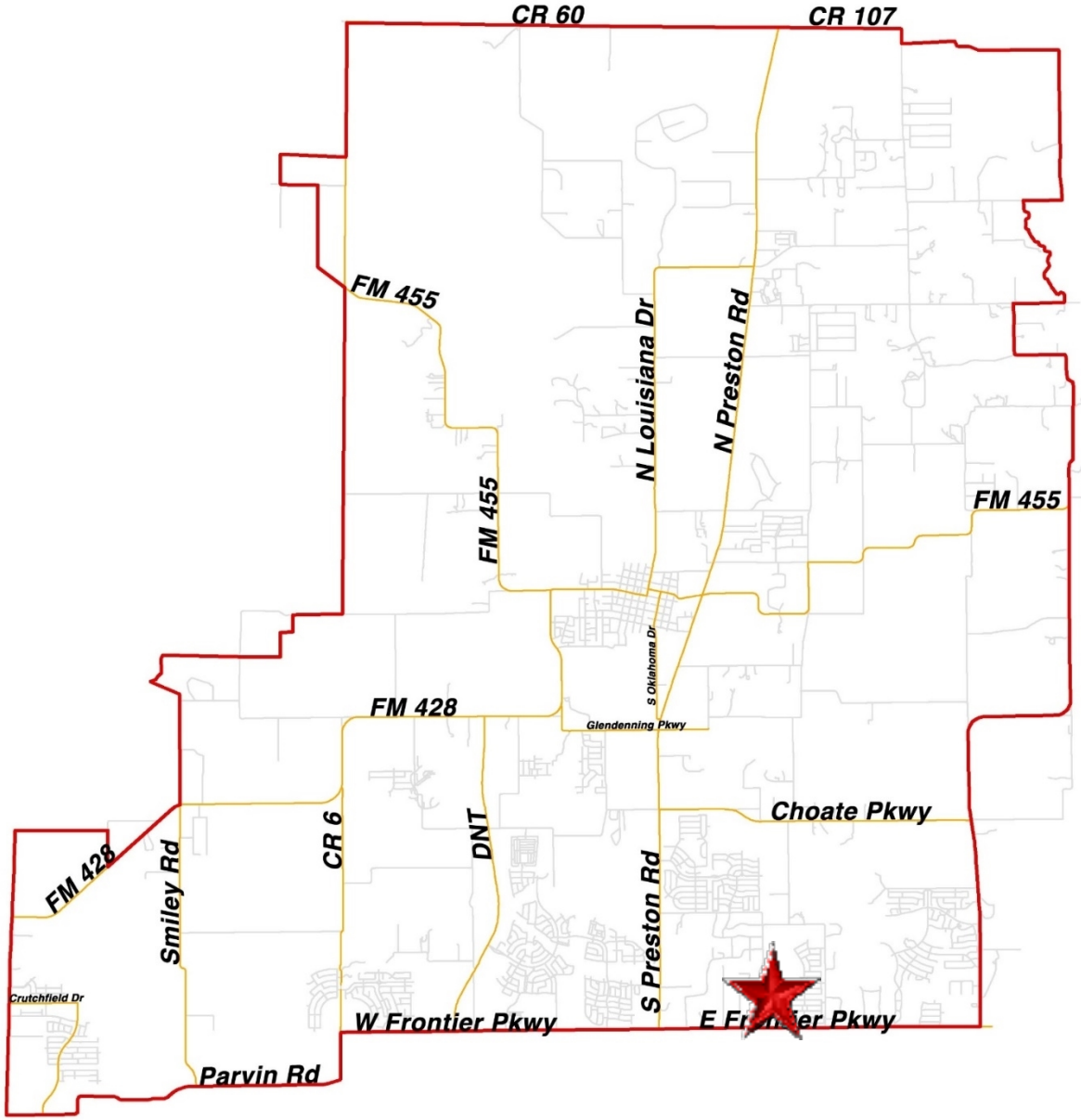
Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

7-ELEVEN (FRONTIER & COIT)

SPECIFIC USE PERMIT

City Council
January 13, 2026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N Louisiana Dr
N Preston Rd
FM 455
FM 455
S Oklahoma Dr
FM 428
Glendenning Pkwy
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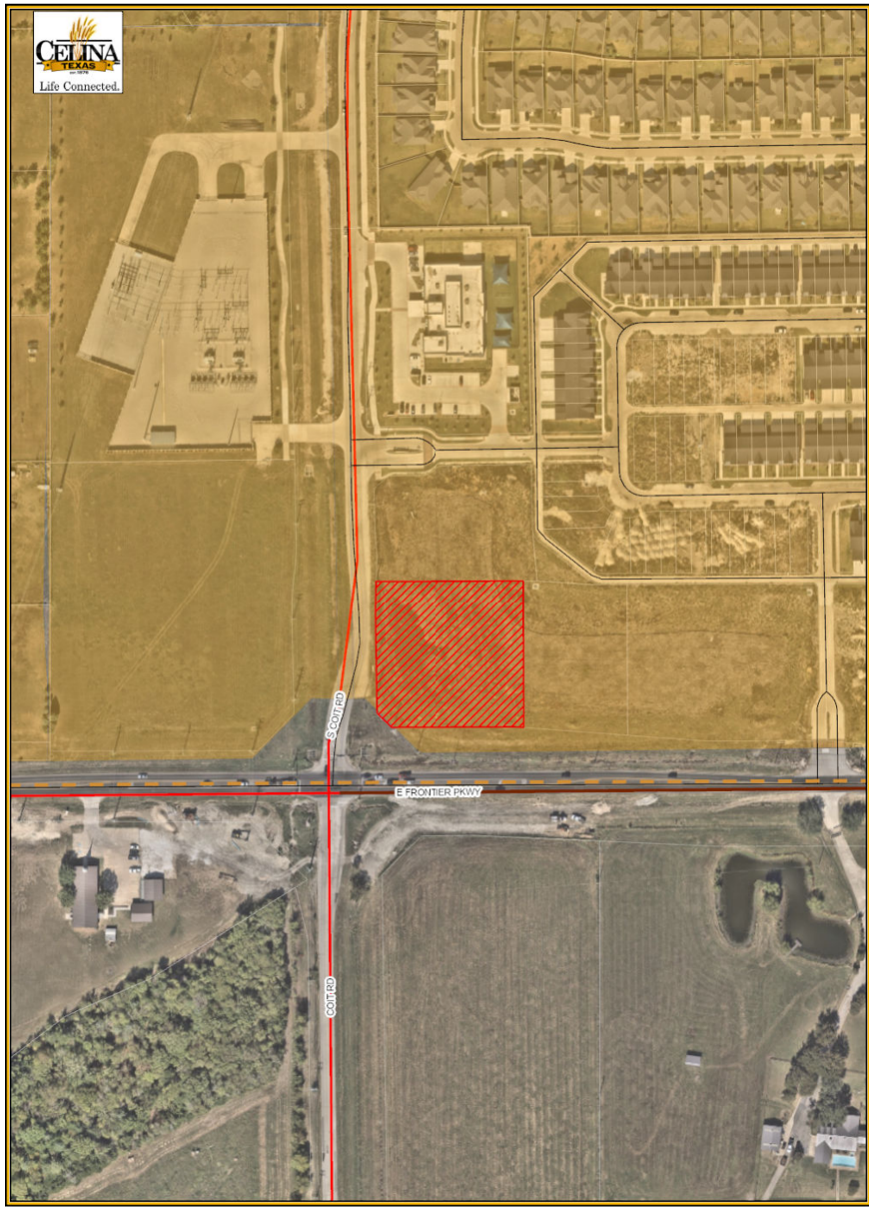
Smiley Rd
CR 6
DNT
S Preston Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the northeast corner of Coit Road and Frontier Parkway

BACKGROUND

- The subject property is approximately 2 acres, located within the City Limits
- The property is currently zoned Commercial district
- The applicant desires to operate a gas station

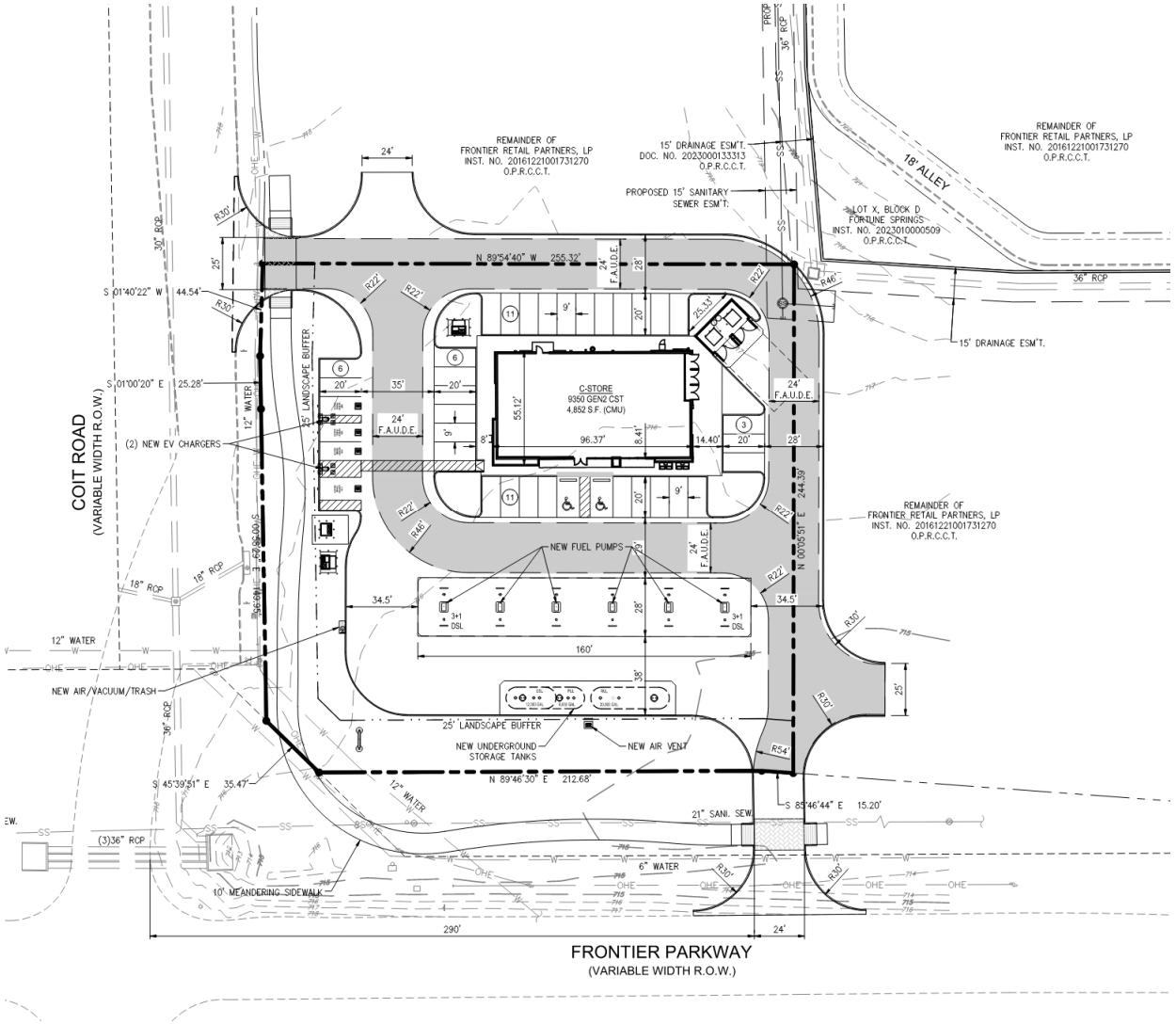
ZONING OVERVIEW

- The Zoning Ordinance requires an Auto, Gas Pumps/Fuels Sales, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay (PRO)

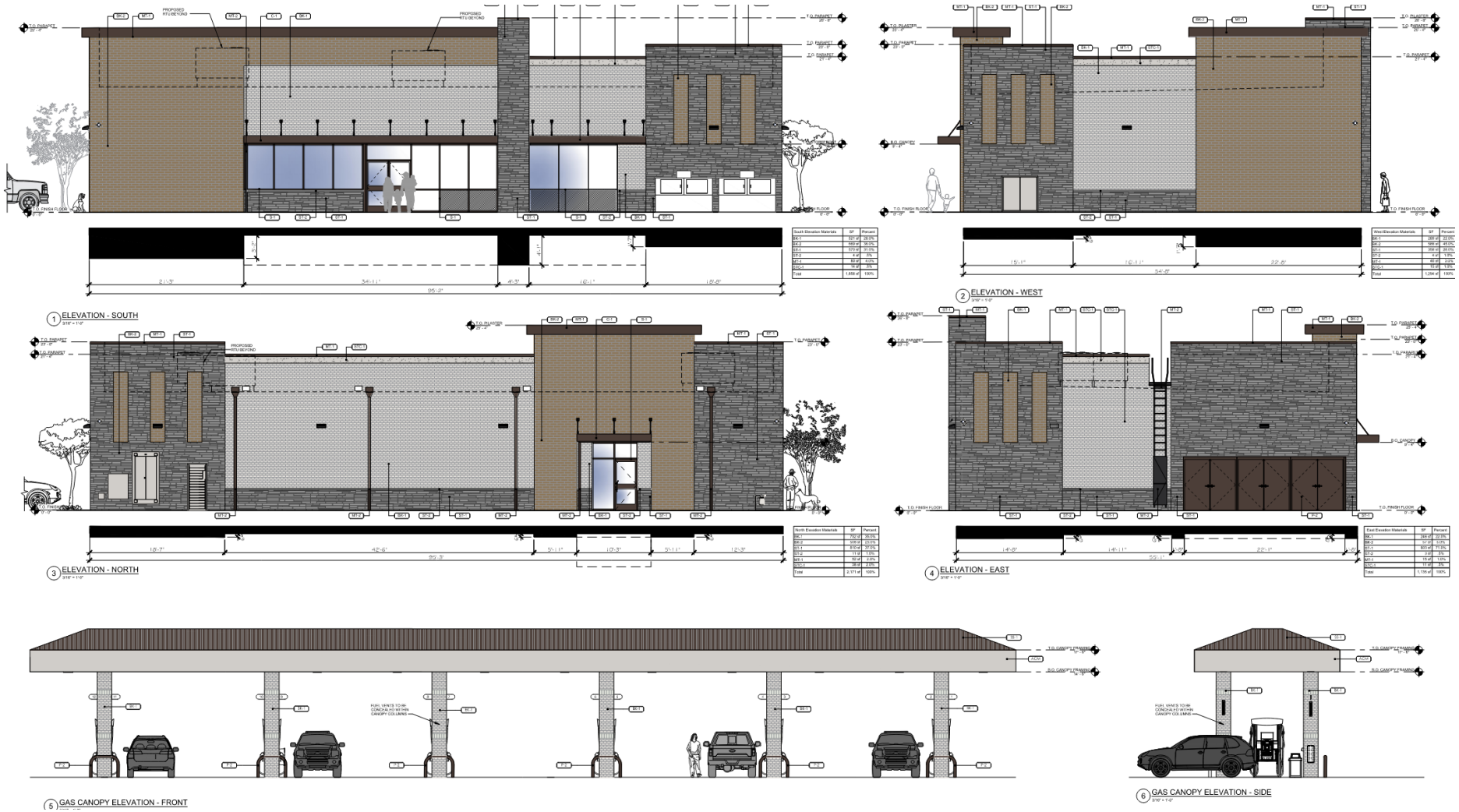
SUP OVERVIEW

- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

CONCEPT PLAN



CONCEPTUAL ELEVATIONS



POLICY CONSIDERATIONS

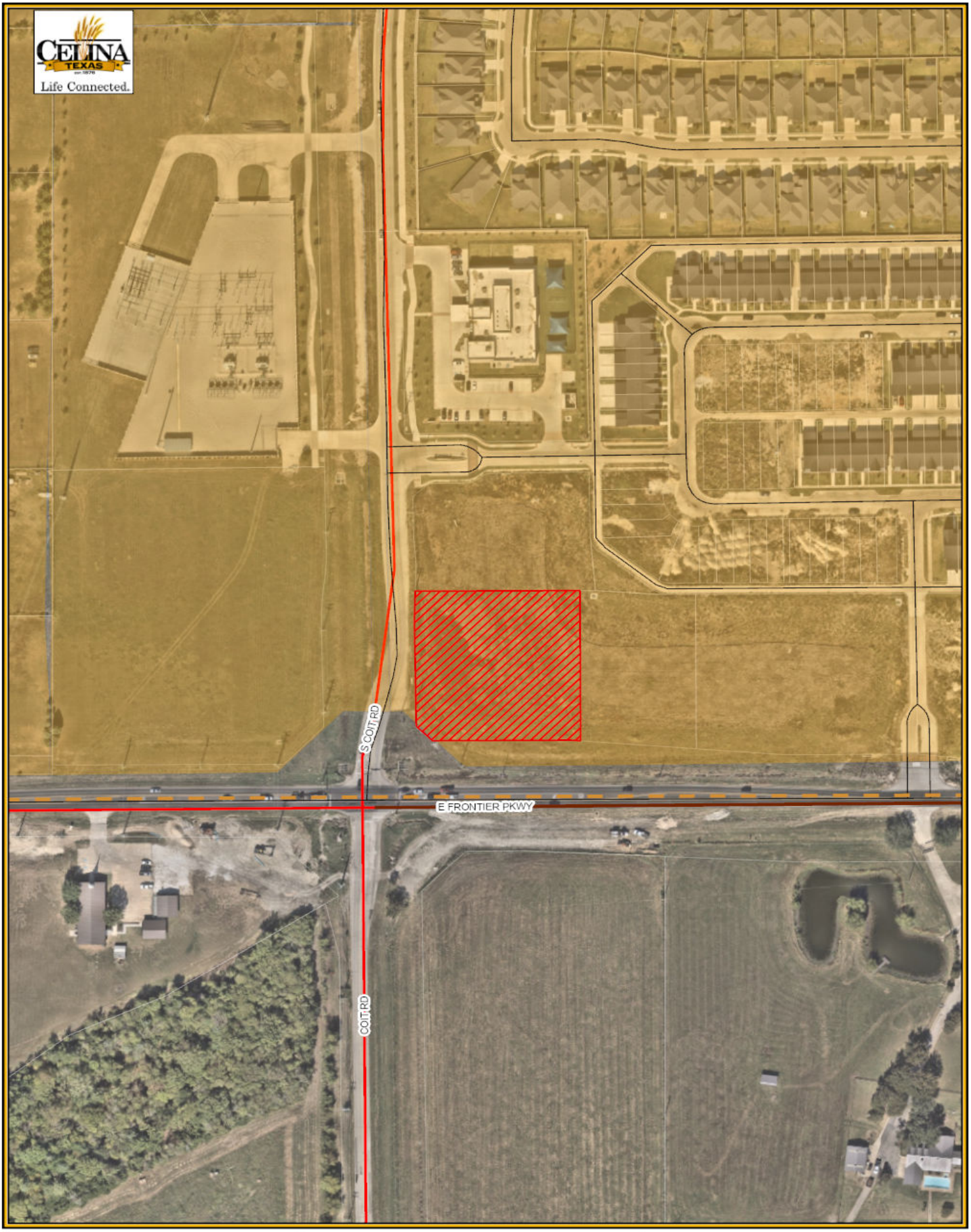
- The subject property's base zoning is Commercial
- The zoning request is in conformance with the Future Land Use Plan (FLUP)
- The proposed SUP helps diversify the tax base
- Modern design standards ensure an attractive project

POLICY CONSIDERATIONS

- The intersection of two future 6-lane arterials is a common location for the proposed use
- The market demand for additional gas stations is high
- The Master Thoroughfare Plan accommodates the proposed land use

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in December
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-SUP-02 7-Eleven Location Map

City of Celina

11/24/2025

N W E S

0 145 290

Feet

ORDINANCE 2026-____
7 ELEVEN (FRONTIER & COIT) – SPECIFIC USE PERMIT (SUP)

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 AN APPROXIMATELY 2 ACRE TRACT OF LAND SITUATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030 IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF COIT ROAD AND FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS PLANNED DEVELOPMENT PD NO. 58 WITH A SPECIFIC USE PERMIT PROVIDING FOR AN AUTO, GAS PUMPS/FUELS SALES USE; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for "Auto, Gas Pumps/Fuels Sales" use has been requested for the property generally located at the northeast corner of Coit Road and Frontier Parkway, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use Permit 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 Specific Use Permit should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Auto, Gas Pumps/Fuels Sales" use for the property generally located at the northeast corner of Coit Road and Frontier Parkway, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

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 generally located at the northeast corner of Coit Road and Frontier Parkway, Celina, Texas, as a Specific Use Permit for "Auto, Gas Pumps/Fuels Sales" use.

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 generally located at the northeast corner of Coit Road and Frontier Parkway, Celina, Texas, 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

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.01 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 13th day of January 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
Legal Description

Being a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 in the City of Celina, Collin County, Texas, being a part of that tract of land described in Special Warranty Deed to FRONTIER RETAIL PARTNERS, LP recorded in Instrument Number 20161221001731270 of the Official Public Records of Collin County, Texas, less that tract of land described in Deed to State of Texas recorded in Instrument Number 2022000070582 of the Official Public Records of Collin County, Texas, also less that tract of land described in City of Celina Right-of-Way Warranty Deed to City of Celina recorded in Instrument Number 2022000115931 of the Official Public Records of Collin County, Texas, also less that tract of land described in City of Celina Right-of-Way Warranty Deed to City of Celina recorded in Instrument Number 2022000115930 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2 inch iron rod with pink plastic cap stamped "TxDOT" found for corner, said corner being in the current northerly right-of-way line of Frontier Parkway (F.M. 1461) (variable width public right-of-way), said corner also being the easternmost northeast corner of said State of Texas tract, said corner also being the northwest corner of that tract of land described in Deed to State of Texas recorded in Instrument Number 2022000070627 of the Official Public Records of Collin County, Texas, said corner also being in the west line of Lot 1X, Block L of Lilyana Phase I, an addition to the City of Celina, Collin County, Texas according to the plat thereof recorded in Instrument Number 20170310010001240 of the Official Public Records of Collin County, Texas;

Thence along the northerly right-of-way line of said Frontier Parkway and the northerly line of said State of Texas tract (Inst. No. 2022000070582) the following courses of distances:

North 84 degrees 30 minutes 09 seconds West, a distance of 99.28 to a point;

South 89 degrees 48 minutes 49 seconds West, a distance of 200.28 feet to a 1/2 inch iron rod with pink plastic cap stamped "TxDOT" found for corner;

North 85 degrees 46 minutes 44 seconds West, a distance of 305.20 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner, said corner being the POINT OF BEGINNING;

North 85 degrees 46 minutes 44 seconds West, a distance of 15.20 feet to a 1/2 inch

iron rod with pink plastic cap stamped "TxDOT" found for corner;

South 89 degrees 46 minutes 30 seconds West, northerly right-of-way line of said Frontier Parkway and the northerly line of said State of Texas tract (Inst. No. 2022000070582) a distance of 206.85 to a 5/8 inch iron rod found and continuing for a total distance of 212.68 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

North 45 degrees 39 minutes 51 seconds, a distance of 35.47 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SPIARS" found for corner, said corner being the southeast corner of said City of Celina tract (Inst. No. 2022000115931), said corner also being in the current east right-of-way line of Coit Road (variable width public right-of-way);

Thence along the easterly right-of-way line of Coit Road and along the easterly line of said City of Celina tract (Inst. No. 2022000115931) the following courses and distances:

North 00 degrees 58 minutes 29 seconds West, a distance of 149.95 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

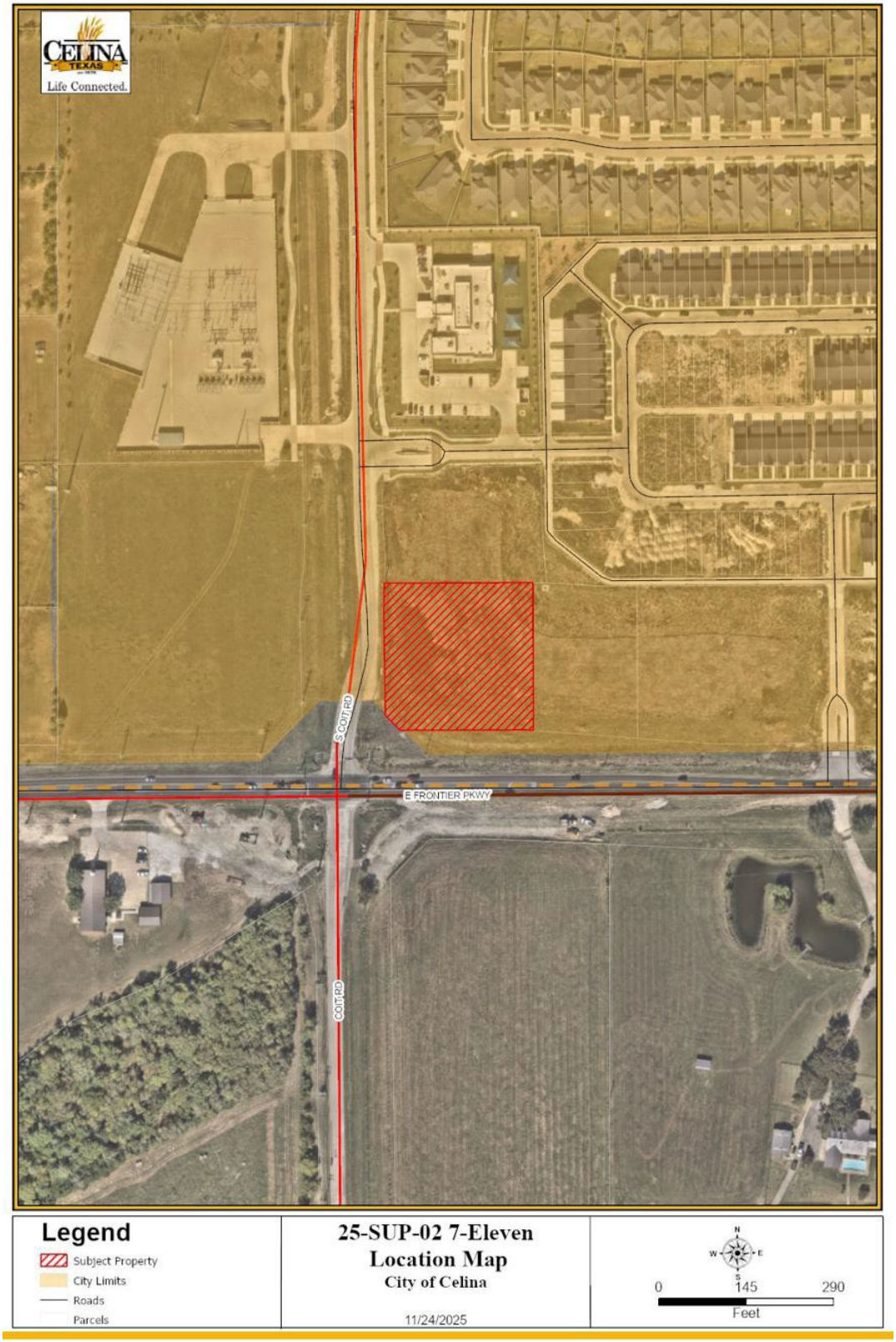
North 01 degrees 00 minutes 13 seconds West, a distance of 25.41 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

North 01 degrees 40 minutes 52 seconds East, a distance of 44.40 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

Thence South 89 degrees 54 minutes 40 seconds East, departing the easterly right-of-way line of said Coit Road, traversing said Frontier Retail Partners, LP a distance of 255.32 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" set for corner;

Thence South 00 degrees 05 minutes 51 seconds West, continuing to traverse said Frontier Retail Partners, LP a distance of 244.39 feet to the POINT OF BEGINNING and containing 61,869 square feet or 1.420 acres of land.

EXHIBIT B
Depiction of Property



Life Connected.

Finance (Purchasing)
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: January 13, 2026

Agenda Item:
Consider and act upon appointment to fill a one (1) year term on the Audit Committee. (Bromiley)

Background Information:
The City is currently working with the external auditors, Forvis Mazars to complete the FY 2025 financial audit. Council shall appoint up to three (3) Councilmembers to serve on the Audit Committee. Please note that this is not a Charter requirement but an annual recurring opportunity for Council to review the audit and the Annual Comprehensive Finance Report (ACFR) in more depth. Forvis will also present an overview of the ACFR to the City Council at the City Council meeting on March 10, 2026.

In the fiscal year 2019, the City of Celina contracted with the accounting firm BKD, LLP as external auditors to perform the annual audit. BKD and DHG Financial Services merged to form Forvis in June 2022. With this merger, Forvis is considered a top 10 firm with true national coverage and exponentially stronger benefits for their clients and future innovative solutions. Throughout Forvis' transformation, the City's audit engagement team has remained constant and is a local team out of the Dallas, Texas, office.

Legal Review:
N/A

Supporting Documents:
1. Audit Committee Appointment Powerpoint - 1.2026

Financial Consideration:
N/A

Staff Recommendation:
N/A

AUDIT COMMITTEE APPOINTMENT

Robin Bromiley
January 13, 2026

AUDIT COMMITTEE SELECTION

The City is currently working with the external auditors, Forvis Mazars to complete the FY 2025 financial audit. One of the audit action items is to have the Council appoint up to three Councilmembers to serve on the Audit Committee .

This is an opportunity for members of council to review the audit more in depth. Forvis Mazars will also present an overview of the Annual Comprehensive Finance Report (ACFR) to the City Council at the following Council meeting on March 10, 2026.

DATES

Audit Review Meeting

March 2nd - TBD

- Meet with Auditors
- Review and Discuss the Audit Report in-depth

City Council Meeting

March 11th at 5:00 pm

- Presentation by Forvis Mazars of the Audit report at the regularly scheduled City Council meeting

QUESTIONS?

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: January 13, 2026

Agenda Item:
Consider and act to approve an Amended and Restated Economic Development and Performance Agreement with Celina Pop, LLC. (Satarino)

Background Information:
The Amended and Restated Economic Development and Performance Agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and Celina Pop, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a louvered pergola consisting of a minimum of 550 square feet and walk-in freezer consisting of a minimum of 200 square feet at 322 W. Walnut Street, Suite 110, Celina, Texas. In return, the City and CEDC agree to provide financial assistance totaling up to $75,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agrees to reimburse the Developer $25,000 for Qualified Expenditures, disbursed as follows:

• $12,500 upon obtaining a certificate of occupancy for the facility.
• $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The City agrees to pay the Developer annual grant payments as provided below based upon the Sales and Use Tax reported in the Sales Tax Report provided by the Developer. The City agrees to contribute a maximum of $25,000 over the four-year period.

Tax Year	Percentage of Sales and Use Tax Revenue Reimbursed

1	100%
2	100%
3	100%
4	100%

The CEDC agrees to reimburse the Developer up to $25,000 for Qualified Expenditures, which include development and infrastructure costs. These funds will be disbursed in two phases:

• $12,500 upon obtaining a certificate of occupancy for the facility.
• $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The Developer has requested a 6-month extension to complete construction by October 31, 2026, obtain a certificate of occupancy, and maintain a minimum of 20 full-time equivalent jobs through the term of the agreement. Additionally, the Developer is required to submit documentation verifying at least $220,000 in Qualified Expenditures consisting of $160,000 for the construction and or installation of a covered outdoor patio consisting of a louvered pergola, and a minimum of $60,000 for the walk-in freezer-related infrastructure improvements by October 31, 2026.

Legal Review:
The CEDC Attorney has reviewed the attached Amended and Restated Economic Development and Performance Agreement.

Supporting Documents:
1. Staff Presentation
2. Amended and Restated Chapter 380 and Performance Agreement

Financial Consideration:
The City agrees to reimburse the Developer for qualified expenditures for an amount not to exceed $50,000. This includes a grant for qualified expenditures not to exceed $25,000 and a sales tax reimbursement not to exceed $25,000.

Staff Recommendation:
The CEDC Board of Directors recommended approval of this item by a vote of 6-0

CELINA ECONOMIC DEVELOPMENT

The Texas you were promised.

Heyday Celina – Patio Enhancement Grant Amendment

Action Item

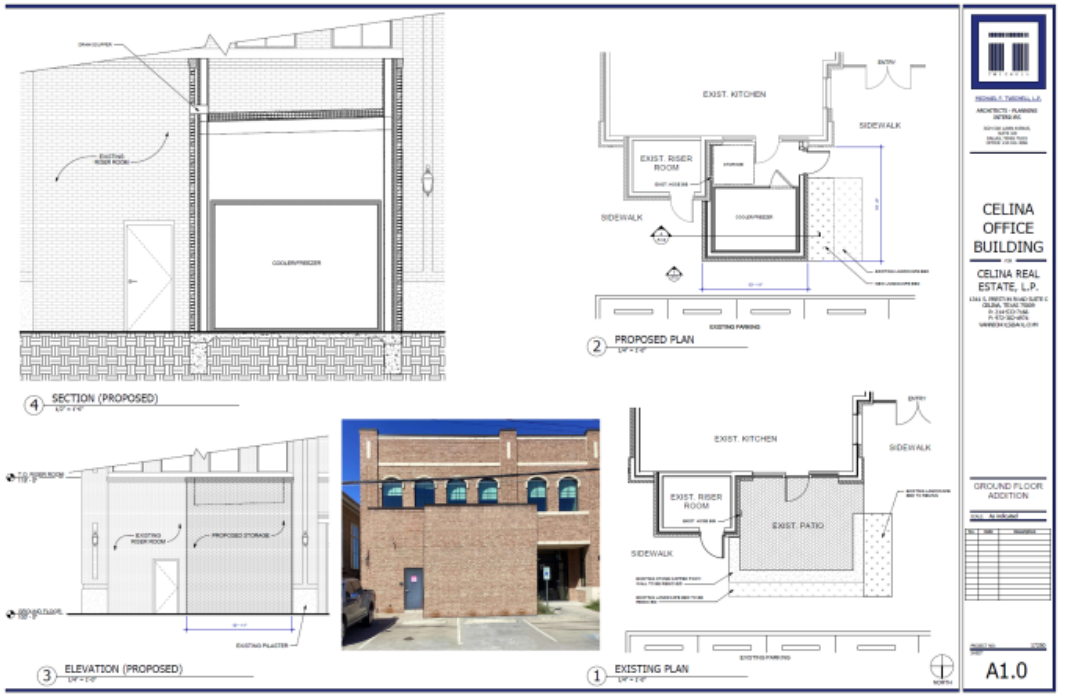
January 13, 2026

Background

- May 2025 - CEDC Board and City Council approved an Economic Incentive Agreement for patio enhancements with Celina Pop, LLC (Heyday Celina).
- January 2026 – CEDC Board approved a 6-month extension to the Agreement.

Terms of the Agreement

- Developer must construct a covered outdoor patio (louvered pergola) and walk-in freezer as part of the expansion.
- Minimum Private Investment: Developer must spend at least $220,000 in Qualified Expenditures
  - $160,000 minimum for patio/pergola
  - $60,000 minimum for walk-in freezer improvements



Terms of the Original Agreement

- Expenditures must be completed by April 30, 2026.
- Certificate of Occupancy: Developer must obtain a CO for the expanded facility by April 30, 2026.
- Operation Requirements: Facility must open and operate continuously through the agreement term ending April 30, 2030.
- Job Creation: Developer must maintain at least 20 full-time equivalent positions at the property, verified annually starting July 1, 2026.
- City Incentives: Up to $25,000 reimbursement for Qualified Expenditures.
- CEDC Incentives: Up to $25,000 reimbursement for Qualified Expenditures.

Proposed Amendment

- Expenditures must be completed by October 31, 2026. (6-month extension)
- Certificate of Occupancy: Developer must obtain a CO for the expanded facility by October 31, 2026. (6-month extension)
- Operation Requirements: Facility must open and operate continuously through the agreement term ending October 31, 2030. (6-month extension)
- Job Creation: Developer must maintain at least 20 full-time equivalent positions at the property, verified annually starting January 1, 2027. (6-month extension)
- City Incentives: Up to $25,000 reimbursement for Qualified Expenditures. (No change)
- CEDC Incentives: Up to $25,000 reimbursement for Qualified Expenditures. (No change)
- Staff recommends approval.

CELINA
ECONOMIC
DEVELOPMENT

Questions?

AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT

This **AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **CELINA POP LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities,

or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the City and CEDC for financial assistance necessary to construct a covered outdoor patio consisting of a louvered pergola and walk-in freezer (hereinafter referred to as the “Qualified Expenditures”) for the retail development to be generally located at 322 W. Walnut Street, Suite 110, Celina, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the CEDC’s Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, CEDC, and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **October 31, 2030**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Amended and Restated Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.

(d) **City.** The word "City" means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.

(e) **City Regulation.** The word "City Regulation" means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Facility.

(f) **Developer.** The word "Developer" means Celina Pop LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1627 Lilac Lane, Celina Texas 75009.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Facility.** The word "Facility" means the expansion of the Celina Pop restaurant development constructed on the Property, and consisting of a minimum of **550** square feet of patio space and **200** square feet of walk-in freezer space, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

(j) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

(k) **Property.** The word "Property" means 322 W. Walnut Street, Suite 110, Celina, Texas 75009.

(l) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated

with the construction and or installation of a covered outdoor patio consisting of a louvered pergola and infrastructure improvements related to the walk-in freezer installed on the Property, as depicted in ***Exhibit B*** of this Agreement, and those expenses which otherwise meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(m) **Sales and Use Tax.** The words "Sales and Use Tax" or "Sales and Use Taxes" mean the City's municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.

(n) **Sales Tax Report.** The words "Sales Tax Report" mean Sales Tax Report as defined in Section 4(e).

(o) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

(p) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(q) **Type A Sales and Use Tax Revenue.** The words "Type A Sales and Use Tax Revenue" mean the economic development sales and use tax revenue, at the rate of one-half of one percent (0.50%), generated for use by the CEDC.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with the City and CEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property, as depicted in ***Exhibit B*** of this Agreement, in a minimum amount of **Two Hundred Twenty Thousand and No/100 Dollars ($220,000.00),** consisting of a minimum of **One Hundred Sixty Thousand and No/100 Dollars ($160,000.00)** for the construction and or installation of a covered outdoor patio consisting of a louvered pergola, and a minimum of **Sixty Thousand and No/100 Dollars ($60,000.00)** for the walk-in freezer related infrastructure improvements by **October 31, 2026**.

(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **October 31, 2026,** a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

(c) **Development**. The Facility shall be constructed and operated in accordance the plans provided in ***Exhibit A***, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(d) **Operate Facility.** Developer agrees to maintain and operate the Facility located on the Property by **October 31, 2026**, and through the Term of this Agreement. Further, Developer covenants and agrees to keep the Facility open during normal operating hours.

(e) **Reporting of Sales and Use Tax; Type A Sales and Use Tax Revenue; Mixed-Beverage Sales Tax**. Developer covenants and agrees to provide to the City and EDC, on a quarterly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of all local sales and use taxes collected at the Property, and mixed-beverage sales tax and mixed-beverage gross receipts tax as a result of the operation of the Facility and the total quarterly sales occurring at the Property ("Sales Tax Report"). The sales and uses taxes to be included within said Sales Tax Report include the Sales and Use Tax, and the Type A Sales and Use Tax Revenue collected at the Property at the current rate of one and one-half percent (1.5%), and remitted by the State Comptroller to the City. Additionally, Developer covenants and agrees to obtain any third party's consent for the State Comptroller's office to release the annual reported figures along with any State audit adjustments to the City and EDC. The City and EDC hereby agrees to keep this information "Confidential" consistent with the Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due by **November 30, 2026**, for the reporting period of **July 1, 2026** to **September 30, 2026**, and quarterly thereafter.

(f) **Job Creation and Retention.** Developer covenants and agrees by **October 31, 2026**, and during the Term of this Agreement to employ and maintain a minimum of **20** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **January 1, 2027**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **January 1, 2027**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly

Reports.

(g) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.

(h) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.

(i) **Prohibited Uses**: Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the "Prohibited Uses").

(j) **Celina Chamber of Commerce**. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.

City covenants and agrees with the CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Program Grant Payments.**

(1) Sales and Use Tax. The City covenants and agrees to pay Developer Program Grant Payments as provided below based upon the Sales and Use Tax reported in the Sales Tax Report provided by Developer to the City pursuant to Section 4(e) of this Agreement. Such payments shall be made annually upon reviewing the Sales Tax

Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments and received by the City from the State Comptroller's office less the State Comptroller's administrative fee. The Program Grant Payments shall be based upon the following percentages:

Tax Year	Percentage of Sales and Use Tax Revenue Reimbursed
1	**100%**
2	**100%**
3	**100%**
4	**100%**

The City covenants and agrees to make the payment to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for each year; and (2) the Sales and Use Tax revenue from the State Comptroller's office for the applicable year. Nothing in this Agreement shall require the City to make payment from revenue sources other than from the Sales and Use Tax revenue. In no event shall the aggregate total of Sales and Use Tax provided by this Section 5(b)(1) of this Agreement by City to Developer exceed **Twenty-Five Thousand and No/100 Dollars ($25,000.00).**

(c) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

CEDC covenants and agrees with the City and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit to Developer reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Performance**. CEDC agrees to perform and comply with all terms, conditions, and

provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES.

If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or CEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 8. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.

(f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and CEDC to Developer pursuant to Sections 5(a) and (b) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

(a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

(b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to City:	City of Celina, Texas 142 N. Ohio Street Celina Texas 75009 Attn: City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009 Attn: Executive Director

Telephone: (972) 382-3455

if to Developer: Celina Pop LLC
1627 Lilac Lane
Celina Texas 75009
Attn: Michael McGowan, Owner
Telephone: 469-364-0557

(h) **Revenue Sharing Agreement**. The Parties designate this Agreement as a revenue sharing agreement, thereby entitling the City and CEDC to request Sales and Use Tax information and Type A Sales and Use Tax Revenue information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City and/or CEDC notifies Developer of the violation.

(l) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

(m) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that

has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(n) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(o) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(p) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(q) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

ATTEST:

_____
Ashley Owens, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: _____

DEVELOPER:

CELINA POP LLC,
a Texas limited liability company,

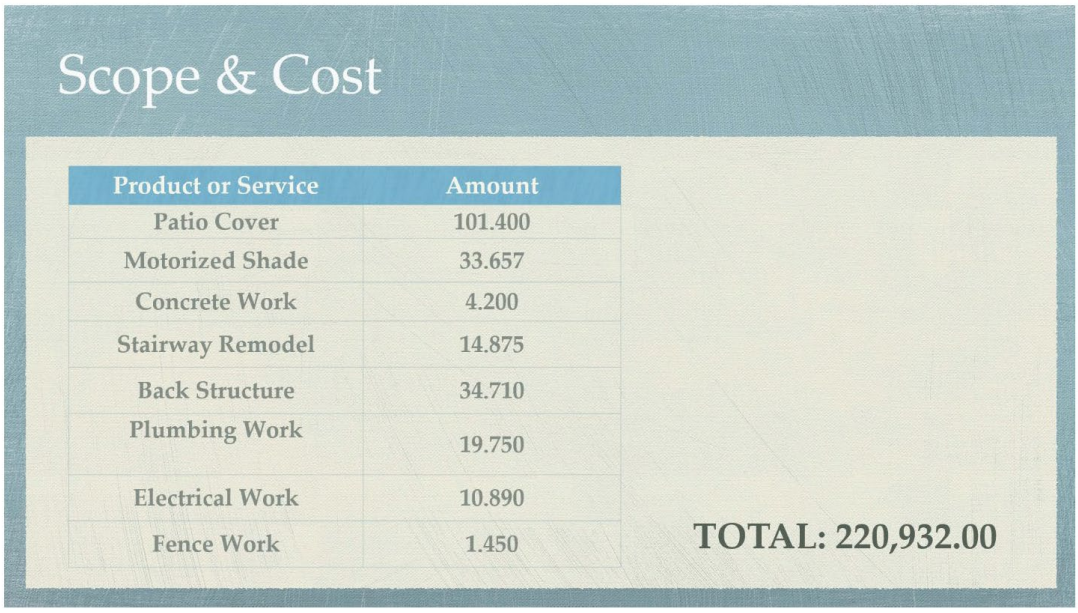
By: _____
Michael McGowan, Owner
Date Signed: _____

Exhibit A

[Depiction of the Facility]

Exhibit B

[Qualified Expenditures]



Scope & Cost

Product or Service	Amount
Patio Cover	101.400
Motorized Shade	33.657
Concrete Work	4.200
Stairway Remodel	14.875
Back Structure	34.710
Plumbing Work	19.750
Electrical Work	10.890
Fence Work	1.450

TOTAL: 220,932.00

Life Connected.

City Secretary'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, Robert Ranc, City Manager
Date: January 13, 2026

Agenda Item:
Consider approval of a Resolution nominating a candidate to fill a vacancy on the Denton Central Appraisal District Board of Directors. (Owens)

Background Information:
The Denton Central Appraisal District (CAD) Board of Directors has received notification of the resignation of Board Member Rob Altman, Place 5, effective immediately.

Mr. Altman was an appointed member of the DCAD Board of Directors whose term ends on December 31, 2027. According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states:

"(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."

If the City Council chooses to approve a nominating Resolution to fill the vacancy, the deadline to submit the Resolution to the Chief Appraiser is Thursday, January 29, 2026.

Following this deadline, the Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy.

To be eligible to serve on a board of directors, an individual must be a resident of the appraisal

district and must have resided in the appraisal district for at least two (2) years immediately preceding the date of taking office.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking feedback from City Council.

DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS VACANCY

January 13, 2026

PURPOSE OF ITEM

- Place 5 Board Member Rob Altman has resigned from the Board effective immediately.

- According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states: "(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.“

- Nomination Resolutions are due back to the Chief Appraiser by Thursday, January 29, 2026.

- The Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy.

QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, EXERCISING THEIR RIGHT TO NOMINATE A CANDIDATE TO FILL A VACANCY ON 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 nominate a candidate to fill a vacancy on the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each entity may nominate a candidate by Resolution and submit it to the Chief Appraiser before January 29, 2026.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA AS FOLLOWS: THAT CITY COUNCIL NOMINATES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 13th day of January 2026.

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary